

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX – COMMISSION MEETING ROOM  
JULY 16, 2019  
9:00 AM  
AGENDA**

*The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.*

- 9:00 AM**      **Call to Order**  
**Prayer and Pledge**  
**Approval of Minutes**  
**Payment of County Bills**
- 9:05 AM**      **Public Comments** – *(This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.)*
- 9:20 AM**      **Department Directors Report**  
Howard Nabors – Superintendent of Public Works  
Fonda Davis – Solid Waste Director  
Pam Brownell – Emergency Management Director  
Erik Lovestrand – Extension Office Director
- 9:45 AM**      **John Solomon – TDC Administrator – Report**
- 10:00 AM**      **Amy Ham-Kelly – Planning and Zoning – Report**
- 10:15 AM**      **Grant Slayden – 2<sup>nd</sup> Circuit Court Administrator – Security Update**
- 10:30 AM**      **H. D. Cannington – Weems CEO**
- Request to replace 4<sup>th</sup> HVAC Unit at Weems West - \$4950.00
  - Current Weems Financial Status
  - New Facility Scope and Budget Discussion
- 11:00 AM**      **Marcia M. Johnson – Clerk of Courts – Report**
- 11:15 AM**      **Alan Pierce – RESTORE Coordinator – Report**
- 11:30 AM**      **Michael Morón – County Coordinator – Report**
- Mike and Pat O'Connell
  - Angela Webster
- 12:00 PM**      **T. Michael Shuler – County Attorney – Report**
- 12:15 PM**      **Commissioners' Comments**
- 12:30 PM**      **Recess**
- 1:30 PM**      **Reconvene**  
**Public Hearing – Serenity by The Sea**

July 16, 2019  
Franklin County Road Department

***Motion Request***

**Board Approval:** Purchase of 2019 Caterpillar Motor Grader

(4) YEAR TERM, 3.5% FIXED RATE, PRINCIPAL PAYMENT: \$41,186,  
INTEREST PAYEMENT: \$6,076 for a total of \$47,262 per year.  
Payments are including trading in the 2002 Caterpillar 12H Motor Grader  
Serial Number #4XM03321, Property Tag A004167 for \$40,000

The \$47,262 is already in the Road Department's budget set aside to  
purchase equipment with.

The quote from Ring Power is attached.



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
Franklin County

7/2/2019

(1) NEW CATERPILLAR 120 MOTORGRADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA18-VEH16.0
Specification # 36, Motorgrader
Contract Dates: October 1, 2018 Through September 30, 2019

CONTRACT PRICING

Table with 3 columns: Base, Caterpillar 120M2 as Specified in Contract, and pricing amounts (\$192,555).

BID SPECIFICATIONS

- List of specifications including: GLOBAL ARRANGEMENT, MOLDBOARD, 12 FT., NO HITCH, DRAWBAR, 4 SHOE CIRCLE GUIDES, WEATHER, STANDARD, LINES, STD W/O ACCUMULATOR, PRECLEANER, STANDARD, INSTALLATION ARRANGEMENT, ENGINE AR, EPA/ARB FLEX, HYDRAULICS, BASE, LIGHTS, BRAKE AND BACK-UP, STARTING, (BOSCH), CAB, BASE, NO ACCUGRADE, PRODUCT LINK, CELLULAR PLE641, JOYSTICK CONTROLS, BASIC, TIRES, 14.0R24 BS VUT \* L2 MP, COOLANT, 50/50, -35C (-31F)

**NON SPECIFIED OPTIONS**

468-2237	DOWNGRADE TO 120-14A BASE MACHINE ONLY	(\$53,440)
561-9459	GLOBAL ARRANGEMENT, LVR	NC
320-7431	MOLDBOARD, 14 FT, BASIC	\$2,220
467-7404	WEATHER, STANDARD TND	NC
472-5079	ACCUMULATORS, NO ARO, LVR	\$4,515
468-1607	DRAWBAR, TOP ADJUST, HYD TIP, LVR	NC
549-6535	ENGINE, STAGE IV AM-N	NC
422-6603	DRAIN, GRAVITY, ENGINE OIL	NC
468-2247	BASE + 2 (TIP, MMS) LVR	\$2,770
563-2423	LIGHTS, BRAKE & BKP, TURN, LED	\$400
462-6512	STARTER, STANDARD DUTY	NC
461-3559	CAB, ROPS, PREMIUM, LVR, TND	\$23,000
510-8447	HVAC, BASIC, W/O AIR COMPRESSOR	\$5,500
461-3554	SEAT COMFORT, SUSPENSION, LVR	\$2,000
485-3445	SEAT BELT, W/ INDICATION	NC
471-5351	COMFORT PACKAGE, PLUS, LVR	\$1,845
471-5509	PRODUCT LINK, CELLULAR PLE641	NC
543-0221	NO GRADE CONTROL TECHNOLOGY	NC
254-7971	TIRES, 17.5R25 MX XTLA * L2 SP	\$10,800
498-8871	REAR PANEL W/ ACCESS DOOR	\$200
OP-1939	ANTIFREEZE WINDSHIELD WASHER	NC
462-6595	LANGUAGE, ENGLISH	NC
OP-3978	FUEL ANTIFREEZE, -25C (-13F)	NC
565-5395	LOW BAR, HALOGEN, LVR, TND	\$625
490-2608	LIGHTS, CAB HALOGEN, LVR	NC
435-9816	LIGHTS, SERVICE, INTERNAL	NC
471-5356	WARNING LIGHT, MOUNTING, LVR	\$710
565-9664	KIT, CIRCLE SAVER	\$233
506-4261	JUMP START RECEPTACLE	\$70
438-5768	ALTERNATOR, 145 AMP	NC
461-3546	LOCK OUT, MANUAL	\$1,310
492-0617	CAMERA	\$2,485
483-9353	MIRRORS, EXTERNAL, BASE, LVR	NC
490-2591	WIPER, FRONT, LOWER, LVR	\$250
471-5346	WIPER, REAR,	\$450
425-1795	SOUND SUPPRESSION	NC
501-8393	GUARD, COVER CAB, LVR	\$1,000
522-5043	GUARD, WINDOW, LVR	\$90
422-6605	STARTING AID	NC
416-6892	HITCH, TOWING	\$530
468-2228	MMS-V TYPE W/BOLSTER BRACKET	<u>\$15,970</u>

SUBTOTAL	\$23,533
LESS 33% SHERIFF'S CONTRACT DISCOUNT	<u>(\$7,766)</u>
<b>TOTAL OF NON SPECIFIED OPTIONS</b>	<b>\$15,767</b>

**WARRANTY**

<b>12 MONTH UNLIMITED HOURS PREMIER</b>	<b>INCL</b>
---	-------------

SUBTOTAL	\$208,322
LESS ONE TIME ADDITIONAL DISCOUNT	(\$1,391)
TOTAL TRANSACTION PRICE	\$206,931
48 MONTH / 4000 HOUR PT & HYDRAULIC	\$5,670
<b>TOTAL TRANSACTION PRICE</b>	<b>\$212,601</b>

<u>Ring Investments Finance Proposal</u>	
Transaction Price	\$212,601.00
Doc fees	<u>\$993.46</u>
Amount to Finance	\$213,594.46
Down Payment 12M SN# 4XM03321	<u>(\$40,000.00)</u>
Amount to Finance after Down Payment	\$173,594.46
3 Annual Payments in Arrears	\$61,961.47
Buyout	\$1.00
4 Annual Payments in Arrears	\$47,261.05
Buyout	\$1.00

Best regards,

Charlie Usina  
Vice President / Regional Manager  
Ring Power Corporation

July 16, 2019  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 6/27/2019 - 7/10/2019

**District 1**

**Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Pot hole Repair (Fill)	6/27/2019	W Bay Shore Drive
Graded Road(s)	7/1/2019	Buck Street, St. George Island
Graded Road(s)	7/1/2019	W Bay Shore Drive
Graded Road(s)	7/1/2019	E Pine Avenue
Graded Road(s)	7/1/2019	Cook Street
Graded Road(s)	7/1/2019	Land Street
Graded Road(s)	7/1/2019	W Pine Avenue
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E 3rd Street
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W Gorrie Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E 2nd Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 4th Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E 1st Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Gorrie Drive
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	Franklin Blvd
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W 4th Street
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W 3rd Street
Litter Pickup	7/2/2019	Franklin Blvd
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E Gorrie Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Pine Avenue
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E Pine Avenue
Blowed off sidewalks/bike path	7/2/2019	E 4th Street
Blowed off sidewalks/bike path	7/2/2019	E 3rd Street
Blowed off sidewalks/bike path	7/2/2019	E 2nd Street
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W 2nd Street
Blowed off sidewalks/bike path	7/2/2019	E Pine Avenue
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	W 1st Street
Cut grass along shoulders of road on county right of way	7/2/2019	Franklin Blvd
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Gorrie Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E 4th Street
Weed Eat & Cut Grass around signs & Culverts	7/2/2019	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 3rd Street
Blowed off sidewalks/bike path	7/2/2019	E 1st Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 4th Street
Cut grass along shoulders of road on county right of way	7/2/2019	E Gorrie Drive
Cut grass along shoulders of road on county right of way	7/2/2019	E Pine Avenue
Cut grass along shoulders of road on county right of way	7/2/2019	E 4th Street
Cut grass along shoulders of road on county right of way	7/2/2019	E 3rd Street
Cut grass along shoulders of road on county right of way	7/2/2019	E 2nd Street
Cut grass along shoulders of road on county right of way	7/2/2019	E 1st Street

**District 1****Work Performed:**

<b><u>Date</u></b>	<b><u>Road</u></b>	
Cut grass along shoulders of road on county right of way	7/2/2019	W Gorrie Drive
Cut grass along shoulders of road on county right of way	7/2/2019	W Pine Avenue
Cut grass along shoulders of road on county right of way	7/2/2019	W 4th Street
Cut grass along shoulders of road on county right of way	7/2/2019	W 3rd Street
Cut grass along shoulders of road on county right of way	7/2/2019	W 2nd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Gulf Beach Drive
Litter Pickup	7/2/2019	W Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 3rd Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	Gunn Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 2nd Street
Cut grass along shoulders of road on county right of way	7/2/2019	W 1st Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 1st Street
Sign Maintenance	7/2/2019	W 5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E Pine Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E Gorrie Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	W 2nd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/2/2019	E 2nd Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, Ricky Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, Ricky Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, Ricky Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, Ricky Jones)
Pot hole Repair (Fill)	7/3/2019	Power Drive
Sign Maintenance	7/8/2019	Avenue A
Sign Maintenance	7/8/2019	Otterslide Road
Sign Maintenance	7/8/2019	Otterslide Road
Sign Maintenance	7/8/2019	Apple Way
Sign Maintenance	7/8/2019	Carroll Street
Sign Maintenance	7/8/2019	Ridgecrest Parkway
Sign Maintenance	7/8/2019	School Road
Sign Maintenance	7/9/2019	2nd Street
Sign Maintenance	7/9/2019	Old Ferry Dock Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/9/2019	US HWY 98 (Eastpoint, Ricky Jones)
Sign Maintenance	7/9/2019	US HWY 98 (Eastpoint, Ricky Jones)
Sign Maintenance	7/10/2019	W Gulf Beach Drive
Cut grass along shoulders of road on county right of way	7/10/2019	Avenue A
Cut grass along shoulders of road on county right of way	7/10/2019	1st Street
Cut grass along shoulders of road on county right of way	7/10/2019	2nd Street
Cut grass along shoulders of road on county right of way	7/10/2019	3rd Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/10/2019	Avenue A
Cut grass along shoulders of road on county right of way	7/10/2019	School Road

**District 1****Work Performed:**

	<u>Date</u>	<u>Road</u>
Sign Maintenance	7/10/2019	2nd Street
Pot hole Repair (Fill), Shoulder Work	7/10/2019	E 3rd Street
Sign Maintenance	7/10/2019	Hickory Dip
Cut grass along shoulders of road on county right of way	7/10/2019	Shuler Avenue
Cut grass along shoulders of road on county right of way	7/10/2019	Bull Street
Cut grass along shoulders of road on county right of way	7/10/2019	Barber Street
Cut grass along shoulders of road on county right of way	7/10/2019	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	7/10/2019	Boatwright Drive
Pot hole Repair (Fill), Shoulder Work	7/10/2019	E 3rd Street
Sign Maintenance	7/10/2019	Old Ferry Dock Road

0

**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	7/2/2019	W 4th Street	0.200000003	0
Litter	7/2/2019	E Gorrie Drive	0.200000003	0
Litter	7/2/2019	W Bay Shore Drive	0.200000003	0
Litter	7/2/2019	E 2nd Street	0.200000003	0
Litter	7/2/2019	E Pine Avenue	0.200000003	0
Litter	7/2/2019	W Gulf Beach Drive	0.200000003	0
Litter	7/2/2019	W Gorrie Drive	0.200000003	0
Litter	7/2/2019	W 2nd Street	0.200000003	0
Litter	7/2/2019	W 3rd Street	0.200000003	0
Litter	7/10/2019	3rd Street	0.200000003	0
Litter	7/10/2019	Boatwright Drive	0.200000003	0
Litter	7/10/2019	Old Ferry Dock Road	0.200000003	0
Litter	7/10/2019	Barber Street	0.200000003	0
Litter	7/10/2019	Bull Street	0.200000003	0
Litter	7/10/2019	School Road	0.200000003	0
Litter	7/10/2019	2nd Street	0.200000003	0
Litter	7/10/2019	1st Street	0.200000003	0
Litter	7/10/2019	Avenue A	0.200000003	0
Litter	7/10/2019	Shuler Avenue	0.200000003	0

Litter

TOTAL

3.800000057

0

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	6/27/2019	Creamer Street	18	0
Milled Asphalt	6/27/2019	W Bay Shore Drive	3	0
Milled Asphalt	6/27/2019	Creamer Street	18	0
Milled Asphalt	7/10/2019	E 3rd Street	3	0

Milled Asphalt

TOTAL

42

0

**District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Pinewood Avenue
Graded Road(s)	7/2/2019	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	7/3/2019	CR67
Cut bushes back	7/8/2019	Lake Morality Road
Cut grass along shoulders of road on county right of way	7/8/2019	CR67
Beaver Dam - Take Out	7/8/2019	Baywood Drive
Cut grass along shoulders of road on county right of way	7/9/2019	Jeff Sanders Road

**District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Shoulder Work	7/9/2019	Alligator Drive
Cut bushes back	7/9/2019	CR67
Shoulder Work, Pot hole Repair (Fill), Driveway repair	7/9/2019	Alligator Drive
Cut grass along shoulders of road on county right of way	7/9/2019	CR67
Flagged	7/9/2019	Alligator Drive
Shoulder Work	7/9/2019	Alligator Drive
Cut bushes back	7/9/2019	Lake Morality Road
Cut grass along shoulders of road on county right of way	7/10/2019	Baywood Drive
Cut grass along shoulders of road on county right of way	7/10/2019	Sanborn Road
Cut bushes back	7/10/2019	CR67

0

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	7/9/2019	Alligator Drive	18	0
Dirty 89 Lime Rock	7/10/2019	Carrabelle City Hall	18	0

**Dirty 89 Lime Rock****TOTAL****36 0**

Milled Asphalt

7/9/2019

Alligator Drive

9 0

**Milled Asphalt****TOTAL****9 0****District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Litter Pickup	7/10/2019	Martin Luther King Jr. Ave.
Litter Pickup	7/10/2019	Weems Memorial Hospital
Litter Pickup	7/10/2019	Avenue I

0

**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	7/10/2019	Avenue I	0.200000003	0
Litter	7/10/2019	Weems Memorial Hospital	0.200000003	0
Litter	7/10/2019	Martin Luther King Jr. Ave.	0.200000003	0

**Litter****TOTAL****0.600000009 0****District 4****Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Connector Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Cypress Street
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Rosemont Street
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Sacagawea Trail
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Highland Park Road
Pot hole Repair (Fill)	6/27/2019	Gibson Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Smith Road
Cut grass along shoulders of road on county right of way, Litter Pickup	6/27/2019	Bay City Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/27/2019	Emergency Management (Apalachicola)
Cut grass in ditches, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/27/2019	Bluff Road
Cut grass along shoulders of road on county right of way	6/30/2019	Pal Rivers Road

**District 4****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Cut grass along shoulders of road on county right of way	7/1/2019	Field on Pal Rivers Road
Litter Pickup	7/1/2019	Pal Rivers Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/1/2019	Roundabout between Pal Rivers Rd & Brown
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/2/2019	US HWY 98 (Apalachicola, Smokey)
Cleaned ditches, Cut grass in ditches	7/2/2019	Gibson Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/2/2019	US HWY 98 (Apalachicola, Smokey)
Pot hole Repair (Fill)	7/3/2019	Highland Park Road
Pot hole Repair (Fill)	7/3/2019	CR30A
Pot hole Repair (Fill)	7/3/2019	Highland Park Road
Pot hole Repair (Fill)	7/3/2019	CR30A
Pot hole Repair (Fill)	7/3/2019	9 mile
Pot hole Repair (Fill)	7/3/2019	Highland Park Road
Pot hole Repair (Fill)	7/3/2019	CR30A
Cleaned ditches, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Squire Road
Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Squire Road
Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Linden Road
Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Peachtree Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Peachtree Road
Cleaned ditches, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Long Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Sas Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Long Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Long Road
Cleaned ditches, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Linden Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Squire Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Paradise Lane
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Hathcock Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Peachtree Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Squire Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Linden Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/8/2019	Long Road
Weed Eat & Cut Grass around signs & Culverts	7/8/2019	Long Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/9/2019	Linden Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/9/2019	Paradise Lane
Cleaned ditches	7/9/2019	Linden Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/9/2019	US HWY 98 (Apalachicola, Smokey)
Cleaned ditches	7/9/2019	Abercrombie Lane
Cut grass along shoulders of road on county right of way, Litter Pickup	7/9/2019	Abercrombie Lane

**District 4****Work Performed:**

<u>Date</u>	<u>Road</u>
7/9/2019	Johnson Lane
7/9/2019	Johnson Lane
7/10/2019	Bluff Road
7/10/2019	Health Department (Apalachicola)
7/10/2019	Peachtree Road
7/10/2019	8 Mile
7/10/2019	9 mile
7/10/2019	Bluff Road
7/10/2019	Peachtree Road
7/10/2019	CR30A

0

**Material HAUL From:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
7/2/2019	US HWY 98 (Apalachicola, Smokey)	8	0
7/8/2019	Long Road	0.200000003	0
7/8/2019	Sas Road	0.200000003	0
7/8/2019	Hathcock Road	0.200000003	0
7/8/2019	Linden Road	0.200000003	0
7/8/2019	Squire Road	0.200000003	0
7/8/2019	Peachtree Road	0.200000003	0
7/10/2019	Bluff Road	0.200000003	0
7/10/2019	Peachtree Road	1	0
7/10/2019	Health Department (Apalachicola)	0.200000003	0

<b>Litter</b>	<b>TOTAL</b>	<b>10.60000002</b>	<b>0</b>
---------------	--------------	--------------------	----------

**Material HAUL To:**

<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
6/27/2019	Gibson Road	3	0
7/3/2019	CR30A	4	0
7/3/2019	Highland Park Road	4	0
7/10/2019	CR30A	3	0

<b>Milled Asphalt</b>	<b>TOTAL</b>	<b>14</b>	<b>0</b>
-----------------------	--------------	-----------	----------

**District 5****Work Performed:**

<u>Date</u>	<u>Road</u>
6/27/2019	Timber Island Boat Ramp
6/27/2019	Timber Island Road
6/27/2019	Jeffie Tucker Road
7/1/2019	River Road
7/1/2019	Quail Run Drive
7/1/2019	Brick Yard Road
7/1/2019	Addies Road
7/1/2019	Eastpoint Cemetery
7/1/2019	Brown's Cemetery
7/2/2019	Quail Run Drive
7/3/2019	US HWY 98 (Eastpoint, William Massey)

**District 5****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, William Massey)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, William Massey)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/3/2019	US HWY 98 (Eastpoint, William Massey)
Sign Maintenance	7/8/2019	7th Street
Sign Maintenance	7/8/2019	5th Street
Sign Maintenance	7/8/2019	Ridge Road
Sign Maintenance	7/8/2019	4th Street
Sign Maintenance	7/8/2019	Bear Creek Rd
Sign Maintenance	7/8/2019	Michael Way
Sign Maintenance	7/8/2019	Wylonda Avenue
Sign Maintenance	7/8/2019	Wilderness Road
Sign Maintenance	7/8/2019	Plum Street
Beaver Dam - Take Out	7/8/2019	Lighthouse Road
Sign Maintenance	7/8/2019	Smith Street
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/9/2019	US HWY 98 (Eastpoint, William Massey)
Cut grass along shoulders of road on county right of way, Litter Pickup	7/9/2019	Waddell Road
Cut grass along shoulders of road on county right of way, Litter Pickup	7/9/2019	Tourist Development Center
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/10/2019	Plum Street
Cleaned out culverts	7/10/2019	CC Land
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/10/2019	10th Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/10/2019	Wilderness Road
Pot hole Repair (Fill), Shoulder Work	7/10/2019	Ryan Drive
Pot hole Repair (Fill), Shoulder Work	7/10/2019	Ryan Drive
Cut grass along shoulders of road on county right of way	7/10/2019	4th Street
Cut grass along shoulders of road on county right of way	7/10/2019	State Street

0

**Material HAUL From:**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Ditch Dirt	7/2/2019	Quail Run Drive	72	0
<b>Ditch Dirt</b>		<b>TOTAL</b>	<b>72</b>	<b>0</b>
Litter	7/10/2019	State Street	0.200000003	0
Litter	7/10/2019	4th Street	0.200000003	0
<b>Litter</b>		<b>TOTAL</b>	<b>0.400000006</b>	<b>0</b>
Milled Asphalt	7/3/2019	Sheriff's Office ( Jail )	18	0
<b>Milled Asphalt</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>

**Material HAUL To:**

<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
15" x 30' Black Plastic Culvert Pipe	7/1/2019	Quail Run Drive	1	0
15" x 30' Black Plastic Culvert Pipe	7/1/2019	Mill Road	1	0
<b>15" x 30' Black Plastic Culvert Pipe</b>		<b>TOTAL</b>	<b>2</b>	<b>0</b>
Black Dirt	6/27/2019	Brick Yard Road	18	0
Black Dirt	7/1/2019	River Road	36	0

**District 5****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
<b>Black Dirt</b>		<b>TOTAL</b>	<b>54</b>	<b>0</b>
Dirty 89 Lime Rock	6/27/2019	Jeffie Tucker Road	36	0
Dirty 89 Lime Rock	6/27/2019	Jeffie Tucker Road	54	0
Dirty 89 Lime Rock	7/1/2019	River Road	36	0
Dirty 89 Lime Rock	7/2/2019	Quail Run Drive	18	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>144</b>	<b>0</b>
Milled Asphalt	7/10/2019	Ryan Drive	3	0
<b>Milled Asphalt</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>



**FRANKLIN COUNTY DEPARTMENT OF**

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation  
 210 State Road 65  
 Eastpoint, Florida 32328  
 Tel.: 850-670-8167  
 Fax: 850-670-5716  
 Email: fcswd@fairpoint.net

**DIRECTOR'S REPORT**

**DATE** July 16, 2019

**TIME:** 9:00 A.M.

**SUBJECT(S):**

**Right-of-Way Debris Pickup/Recycle Material Hauled June 27, 2019- July 9, 2019**

**FOR BOARD INFORMATION:**

**June 27<sup>th</sup> -July 9<sup>th</sup>**

**RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
70.77 TONS	31.41 TONS	12.71 TONS	20.94 TONS	-0- TONS	28.80 TONS

**RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	9.2 TONS	3.21 TONS	8.6 TONS	1.79 TONS	-0- TONS	-0- TONS	0.37 TONS
Plastic,Paper, Glass, Aluminum	3.31 TONS	0- TONS	9.74 TONS	1.98 TONS	0- TONS	-0- TONS	-0- TONS

**REQUESTED ACTION: Board Direction:**

**FOR BOARD INFORMATION:**



28 Airport Road  
Apalachicola, Florida 32320  
(850) 653-8977, Fax (850) 653-3643  
[Em3frank@gtcom.net](mailto:Em3frank@gtcom.net)

### **Report to Board of County Commissioners**

Date: July 16, 2019

Action Items:

NONE

Information Items:

1. Franklin County EOC Staff continue to promote our Re-Entry Tag program and encourage all residents to apply for their Re-Entry Tag.
2. EOC Staff is updating our Special Needs Database to verify current information of our Special Needs Residents.
3. EOC Staff continues to submit request for reimbursements to FEMA for Hurricane Michael.
4. Site Inspections have been and will continue to be performed on facilities throughout the county for FEMA Reimbursement Requests.
5. EOC Staff hosted the LMS Meeting on 07/11/19
6. EOC Staff has been issuing updates and alerts regarding Tropical Storm Barry including Conference Calls with NHC/NWS/FDEM. Updates were posted using the EOC Website, Facebook, Twitter, and Alert Franklin.
7. Franklin County EOC Staff would like to remind residents to be storm ready. For assistance on Getting a Plan visit the EOC Website.

Pamela Brownell

Pamela Brownell  
Director

## **County Extension Activities July 3 – July 16, 2019**

### General Extension Activities:

- Assisted local citizens with information regarding soil tests and plant health in the home landscape.
- Extension Director working with FDEP staff to clear building in preparation for renovation construction to begin in July.

### Sea Grant Extension:

- Extension Director taught marine ecology class at youth summer programs.
- Extension Director coordinating with Gulf and Bay County to host two bay scallop restoration workshops in July.

### 4-H Youth Development:

- Summer 4-H camp for Franklin County youth took place during the second week of July. This year we had 34 campers, 10 youth counselors and 1 adult chaperone spend the week at Camp Timpochee. Kids participated in a variety of indoor and outdoor activities developed around the principles of “positive youth development.” These included archery, air rifle, kayaking, swimming, crafts, and various other leadership development sessions.

### Family Consumer Sciences:

- Family Nutrition Program (FNP) Assistant teaching hands-on cooking skills with pre-KK youth to 8<sup>th</sup> grade with “Kids in the Kitchen curriculum. Includes kitchen safety, cooking skills, how to follow recipes and, always the favorite part, taste testing!

# University of Florida's Institute of Food and Agricultural Sciences

## Franklin County Educational Team

**Erik Lovestrand**, County Extension Director/Sea Grant Regional Specialized Agent

**Michelle Huber**, Office Manager/Program Assistant, Franklin County

**Kayle Mears**, Family Nutrition Program Assistant

**Samantha Kennedy**, Wakulla County Family and Consumer Sciences

**Rachel Pienta, Ph.D.**, Wakulla County 4-H Youth Development

**Scott Jackson**, Sea Grant/Agriculture/Technology, Regional Specialized Agent Bay County

**Melanie G. Taylor**, Gulf County 4-H/Family and Consumer Sciences

**Ray Bodrey**, Gulf County CED/Agriculture/Horticulture/Sea Grant

**Heather Kent**, 4-H Regional Specialized Agent

**Les Harrison**, Wakulla County CED/Agriculture/Small Farms/Horticulture

**John Wells**, Northwest Extension District Information Technology Expert

**Pete Vergot III, Ph.D.**, Northwest District Extension Director

*The Foundation for The Gator Nation*

*An Equal Opportunity Institution*



**MEMO**

**To: Board of County Commissioners**

**From: Franklin County TDC**

**Date: July 16th 2019**

**Subject: TDC Report**

**Collections Report:**

The April (2019) collections were \$82,528.08. This is a \$21,164.36 decrease over April (2018) which is a 20.5% decrease.

**Web Site Activity:**

We had 32,315 web hits in the month in May of 2019 Compared to 26,457 in June of 2018 which is a 22.1% increase.

**Visitor Center Numbers:** The Visitor Centers welcomed 4,042 visitors in the month of June the yearly total for 2019 is 21,535 Visitors that have visited our centers this fiscal year.

**Meetings:**

The next scheduled board meetings is July 17<sup>th</sup> at 2:00pm at the Eastpoint Visitor Center

# Franklin County Planning & Zoning Consent Agenda

July 16, 2019 Franklin County Courthouse Annex

PLEASE NOTE: PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANT'S ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT MAY NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER BOARD ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PRCEEDINGS IS MADE.

## CRITICAL SHORELINE APPLICATION:

### 1. RECOMMENDED APPROVAL: (Unanimous- Contingent upon Receiving DEP/COE Permits)

Consideration of a request to construct a Single Family Dock located Unit 1, Block U, Lot 5, also known as 2308 Highway 98 East, Carrabelle, Franklin County Florida. The proposed access walkway for the dock will be 197ft x 4 ft, with a 6ft x 20ft terminus, and one 12ft x 20ft boatlift. Approval will be contingent upon DEP and COE permitting. Request submitted by Garlick Environmental Associates, Inc agent for Orion Weddington, applicant. (Has House)



Legend  
□ Parcels  
Roads  
City Labels

Parcel ID	14-075-04W-3131-000U-0050	Alternate ID	04W075143131000U0050	Owner Address	WEDDINGTON ORION
Sec/Twp/Rng	14-75-4W	Class	SINGLEFAM		4256 WW KELLEY ROAD
Property Address	2308 HWY 98 E	Acreage	n/a		TALLAHASSEE, FL 32310
District	6				
Brief Tax Description	UNIT 1 BL U LOTS 5 6 1239/769				
	(Note: Not to be used on legal documents)				

Date created: 5/9/2019  
Last Data Uploaded: 5/9/2019 7:05:34 AM

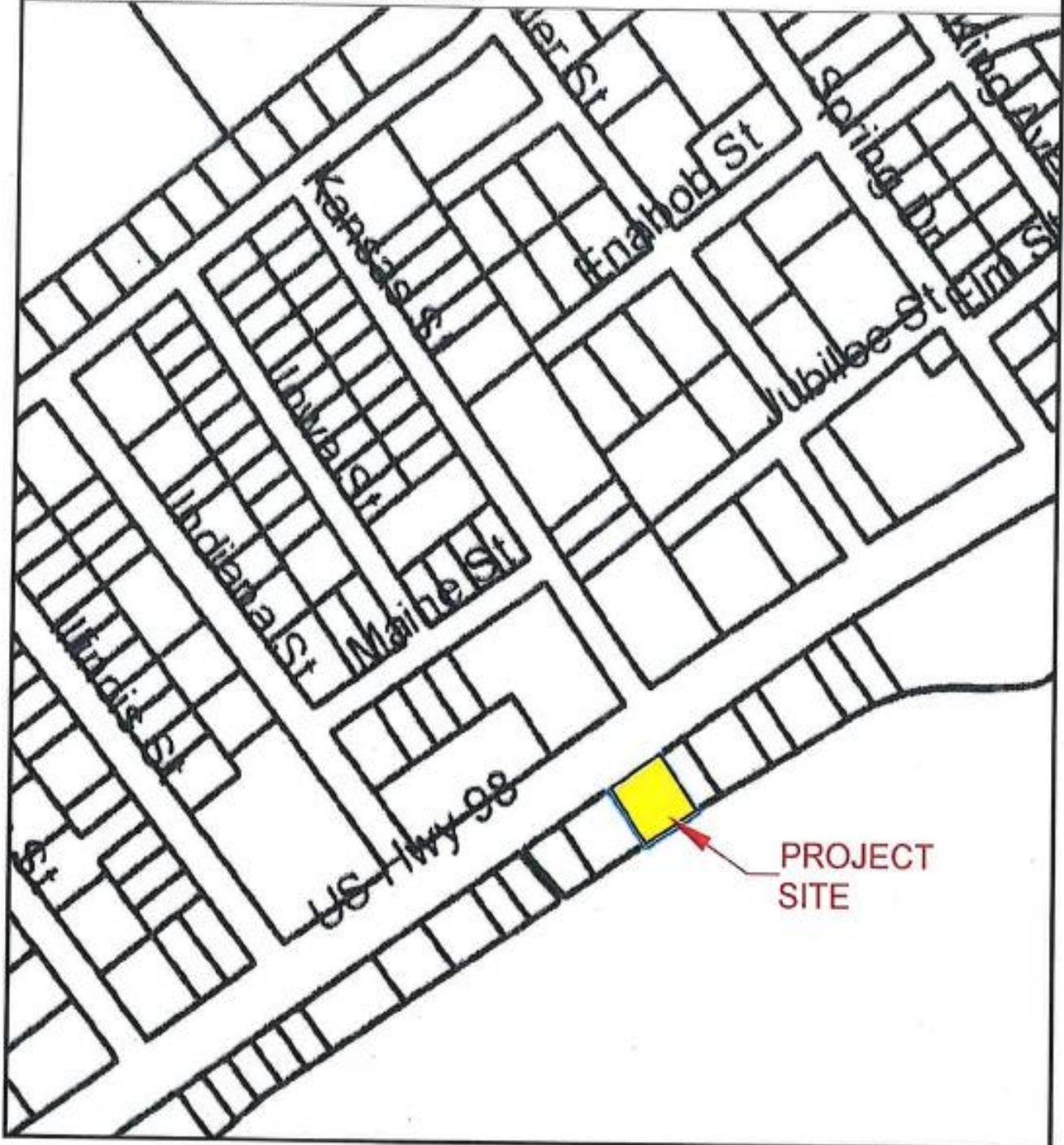
Developed by Schneider  
GEO SPATIAL

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: ORION WEDDINGTON  
WATERBODY/CLASS: ST GEORGE SOUND / CLASS II / OFW / not ApDEP:  
PURPOSE: Development Feasibility Assessment  
PROJECT LOCATION / USGS: FRANKLIN COUNTY  
LATITUDE: 29° 52' 44.18"  
LONGITUDE: 84° 35' 54.81"  
SECTION: 14 TOWNSHIP: 7 South      RANG: 4 West

JOB: 19-060  
COE:  
OTHER:  
DATE: May 21, 2019  
SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: ORION WEDDINGTON  
 WATERBODY/CLASS: ST GEORGE SOUND / CLASS II / OFW / not APDEP  
 PURPOSE: Development Feasibility Assessment  
 PROJECT LOCATION / USGS: FRANKLIN COUNTY  
 LATITUDE: 29° 52' 44.18"  
 LONGITUDE: 84° 35' 54.81"  
 SECTION: 14 TOWNSHIP: 7 South      RANG: 4 West

JOB: 19-060  
 DATE: May 21, 2019  
 SHEET: 2/4

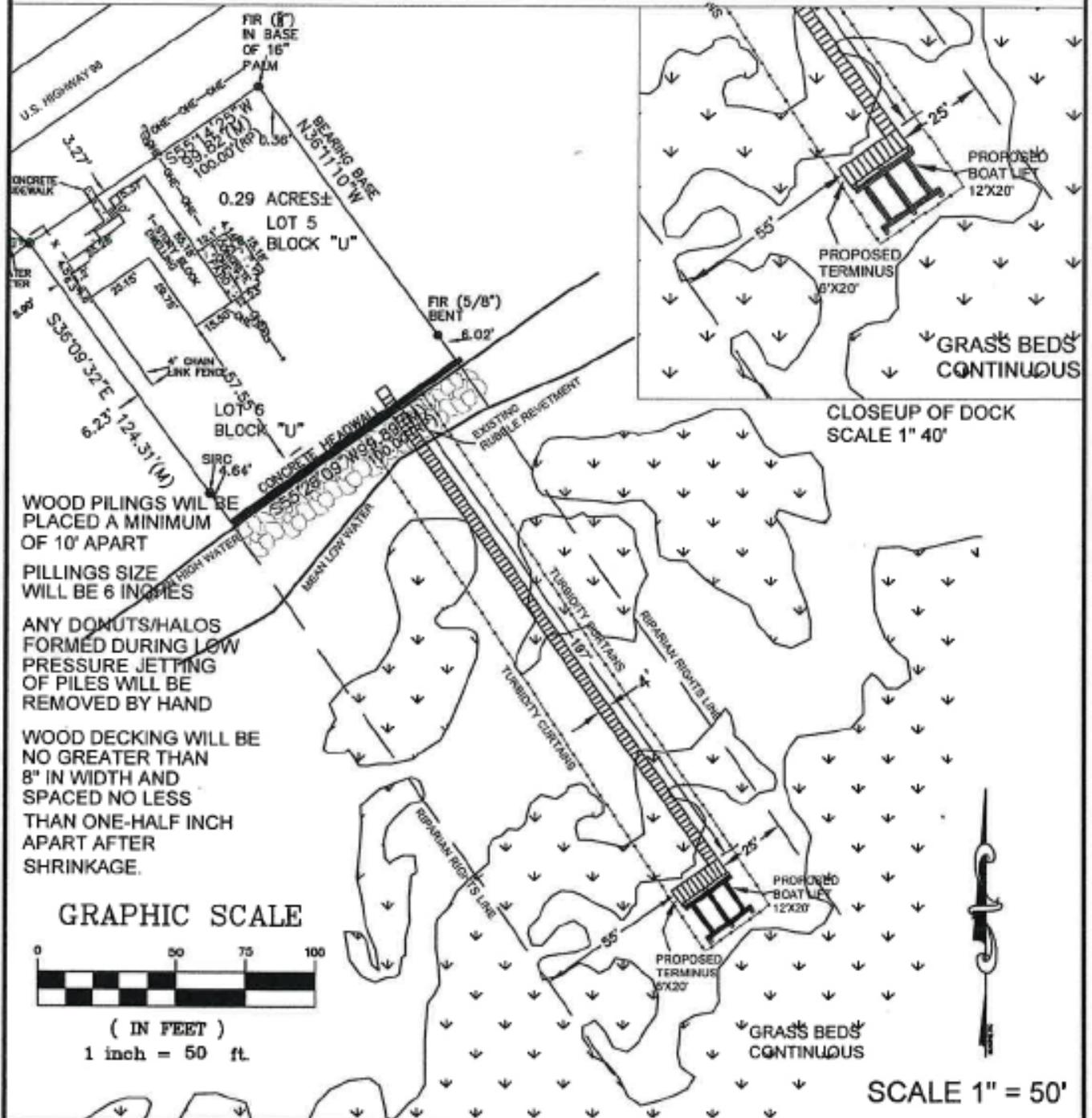


# PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



**APPLICANT/CLIENT:** ORION WEDDINGTON  
**WATERBODY/CLASS:** ST GEORGE SOUND / CLASS II / OFW / not APDEP:  
**PURPOSE:** Development Feasibility Assessment  
**PROJECT LOCATION / USGS:** FRANKLIN COUNTY  
**LATITUDE:** 29° 52' 44.18"  
**LONGITUDE:** 84° 35' 54.81"  
**SECTION:** 14 **TWNHP:** 7 South **RNG:** 4 West

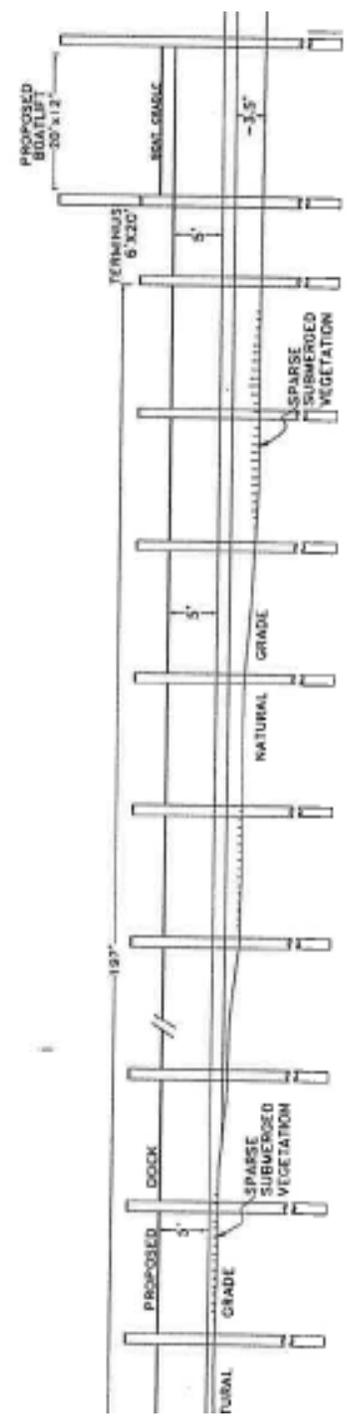
**JOB:** 19-060  
**COE:**  
**OTHER:**  
**DATE:** May 21, 2019  
**SHEET:** 3/4



**PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.**  
 10000 W. PALMACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

CLIENT: ORION WEDDINGTON JOB: 19-060  
 CLASS: ST GEORGE SOUND / CLASS II / OFW/NOT AP DEP:  
 SINGLE FAMILY RESIDENTIAL DOCK COE:  
 LOCATION / USGS: LANARK / FRANKLIN COUNTY OTHER:  
 DATE: MAY 21, 2019  
 SHEET: 4/4  
 TOWNSHIP: 7 SOUTH RING: 4 WEST

Station  
 and Dock  
 File



**2. RECOMMENDED APPROVAL: (Unanimous- Contingent upon Receiving DEP/COE Permits)**

Consideration of a request to repair a Single Family dock located at Tract 3, Yancey Tracts, also known as 2602 Highway 98 East, Carrabelle, Franklin County Florida. The proposed project consists of repair to the existing 159ft access walkway, and construct a 154ft extension, as well as add a 8ft x 20ft terminus, and a 10ft x 20ft boatlift. Including the 636 sq ft of the existing walkway and the 616 sq ft of the proposed walkway, and the 160 sq ft terminus, the project total 1412 sq ft. Approval Contingent upon received DEP and COE permitting. Request submitted by Garlick Environmental Associates. Inc agent for Bobbie Whiddon. (Has House)



**Overview**



**Legend**

- Parcels
- Roads
- City Labels

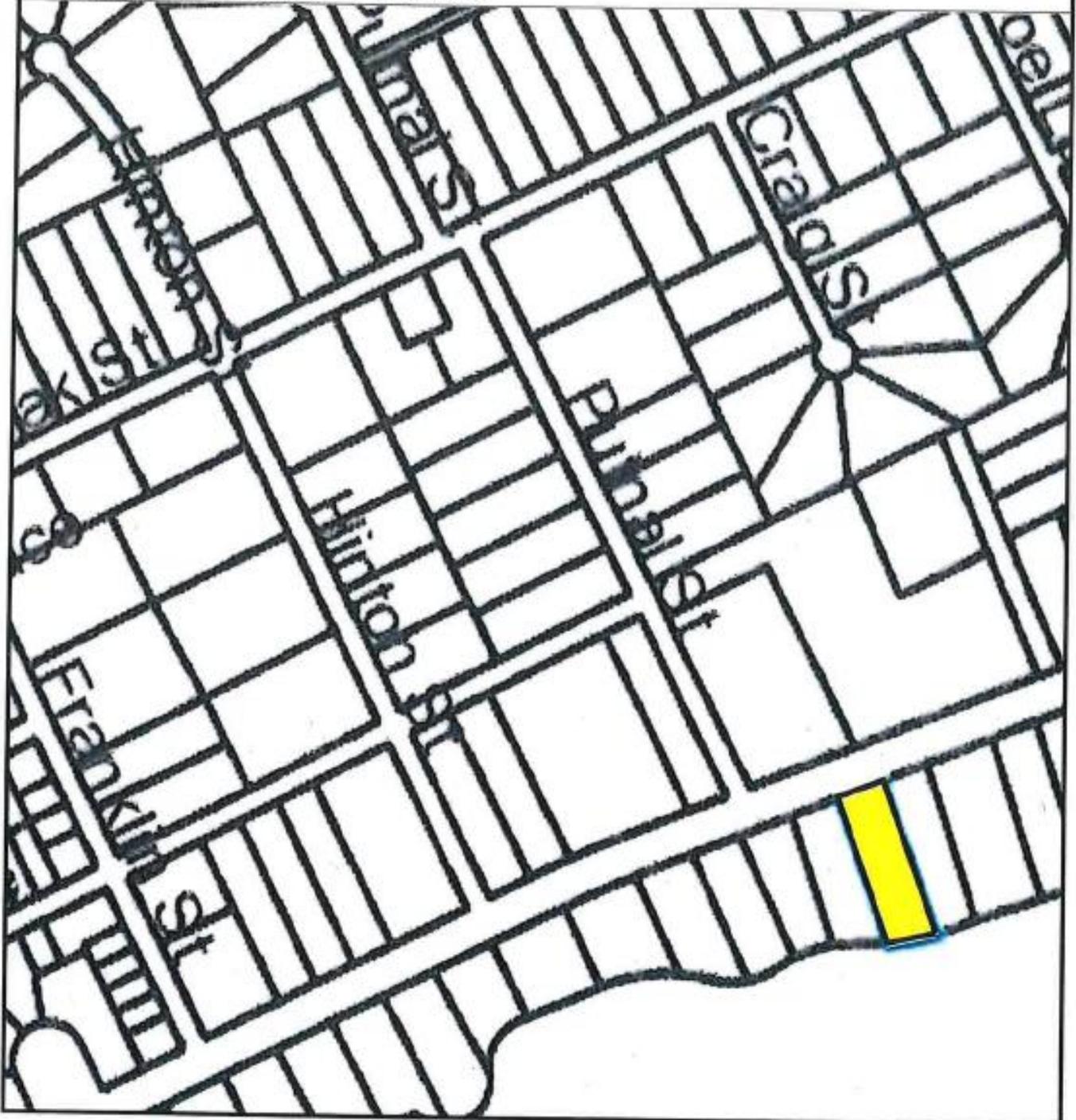
<b>Parcel ID</b>	07-075-03W-0000-0040-0130	<b>Alternate ID</b>	03W07507000000400130	<b>Owner Address</b>	WHIDDON WILLIAM DAVID AND WHIDDON BOBBIE MICKLER 856 CARONDELET ST # 1 NEW ORLEANS, LA 70130
<b>Sec/Twp/Rng</b>	--	<b>Class</b>	SINGLE FAM		
<b>Property Address</b>	2606 US HWY 98 E	<b>Acreage</b>	n/a		
<b>District</b>	6				
<b>Brief Tax Description</b>	A PARCEL KNOWN AS TRACT 3 (Note: Not to be used on legal documents)				

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Bobbie Whiddon  
WATERBODY/CLASS: St George Sound / ClassII / OFW / not an APDEP  
PURPOSE: Environmental Permitting  
PROJECT LOCATION / USGS: Lanark Village - Franklin County  
LATITUDE: 29° 53' 15.62"  
LONGITUDE: 84° 34' 39.59"  
SECTION: 7 TOWNSHIP: 7 South      RANG: 3 West

JOB: 19-055  
COE:  
OTHER:  
DATE: May 9, 2019  
SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Bobbie Whiddon

JOB: 19-055

WATERBODY/CLASS: St George Sound / ClassII / OFW / not an APDEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: Lanark Village - Franklin County

OTHER:

LATITUDE: 29° 53' 15.62"

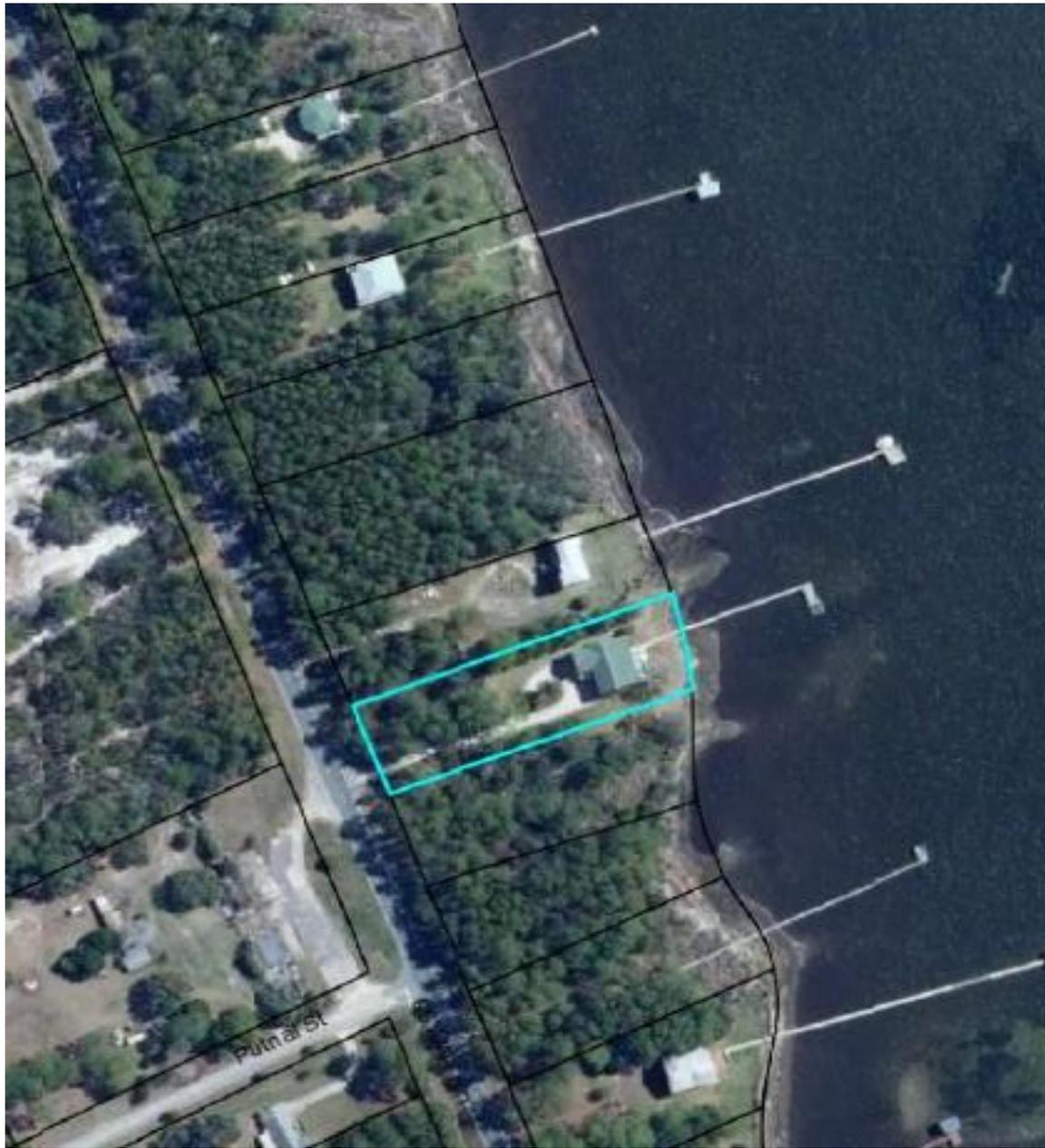
DATE: May 28, 2019

LONGITUDE: 84° 34' 39.59"

SHEET: 2/4

SECTION: 7 TOWNSHIP: 7 South RANG: 3 West





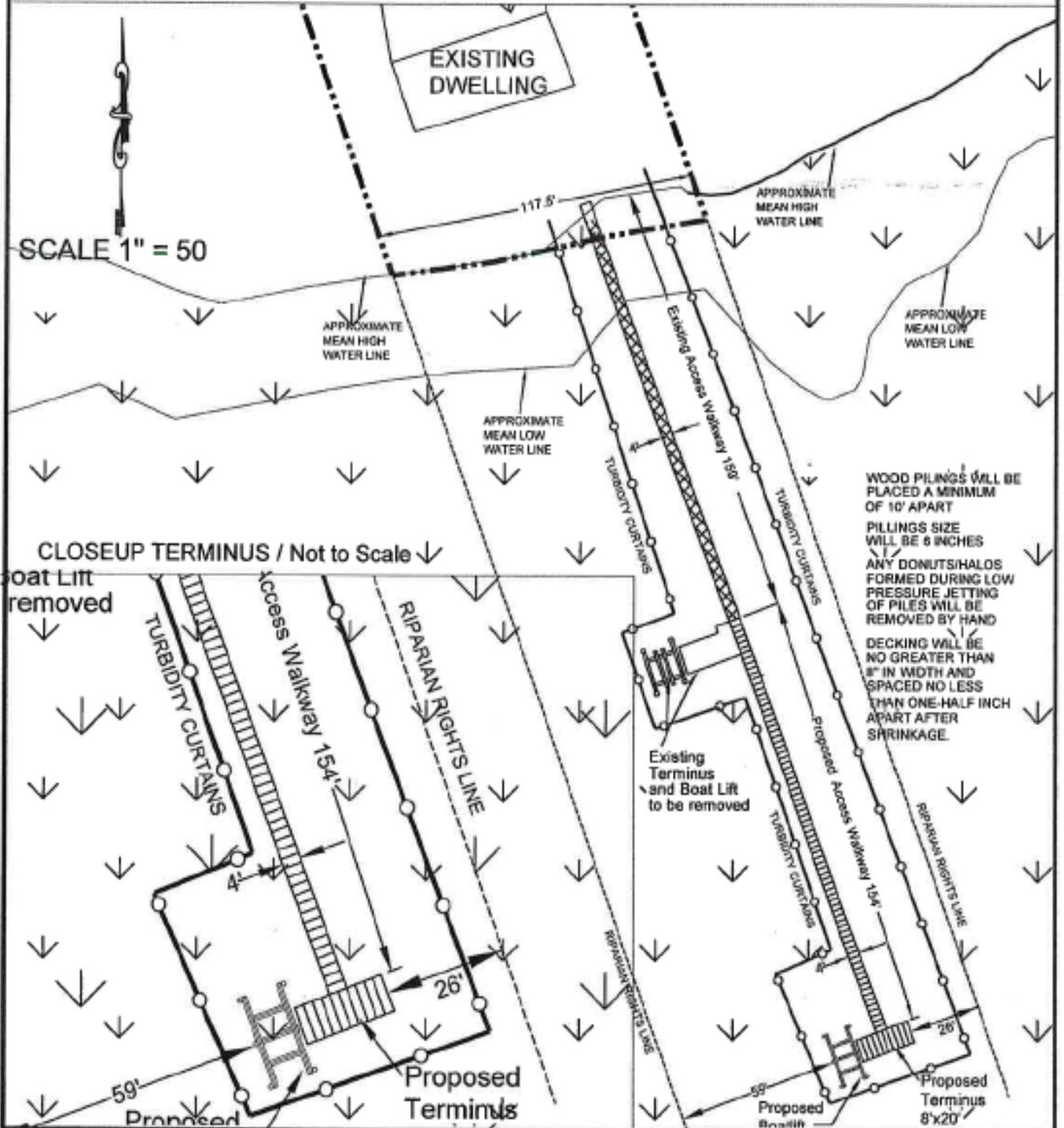


PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Bobbie Whiddon  
 WATERBODY/CLASS: St George Sound / Class II / OFW / not an AP  
 PURPOSE: Environmental Permitting  
 PROJECT LOCATION / USGS: Lanark Village - Franklin County  
 LATITUDE: 29° 53' 15.62"  
 LONGITUDE: 84° 34' 39.59"  
 SECTION: 7 TOWNSHIP: 7 South      RING: 3 West

JOB: 19-055  
 DEP:  
 COE:  
 OTHER:  
 DATE: May 28, 2019  
 SHEET: 3a/4



**DESIGNED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.**

1000 W. PALMACHICOLA FLORIDA 32329-0395 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

DESIGNER: Bobbie Whiddon JOB: 19-055

CLASS: St George Sound / Class II / OFW / Not an ADEP:

Extension of an Existing Dock COE:

LOCATION / USGS: Lanark - Franklin County

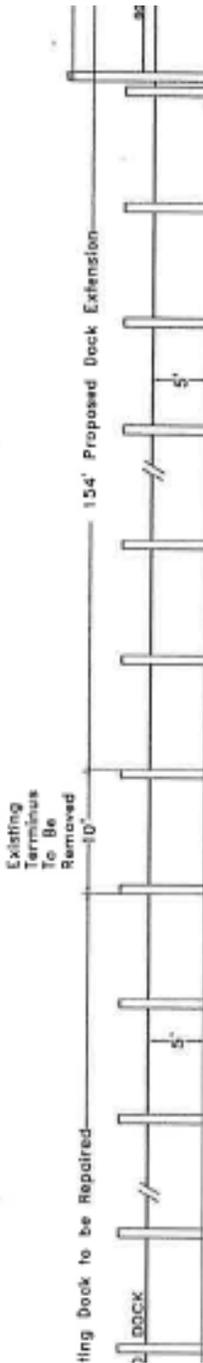
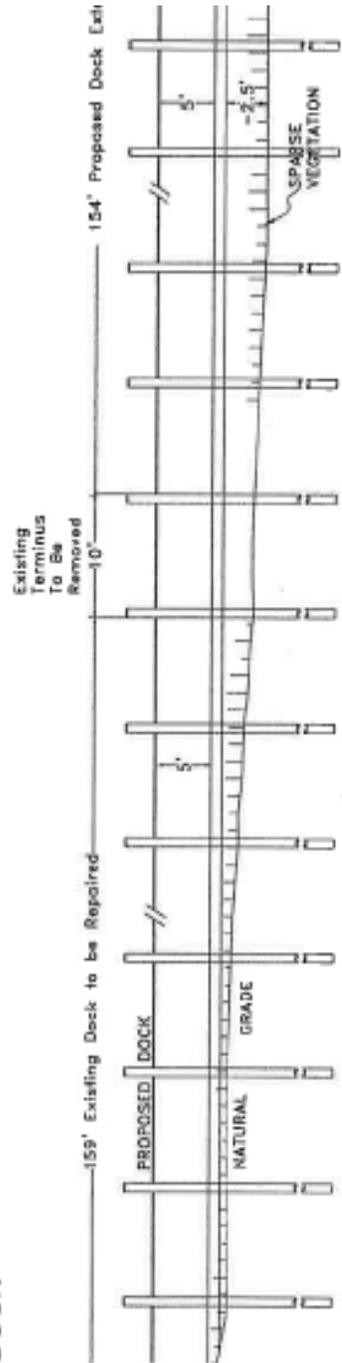
UTM: 53° 15.62'

LONG: 84° 39.59'

TOWNSHIP: 7 South RING: 3 West

OTHER: DATE: May 28, 2019  
SHEET: 4/4

**N DOCK**



- RECOMMENDED APPROVAL:** (Unanimous) Consideration of a request to construct a Single Family Dock located at Lot 4, Block 2, Unit 1, also known as 612 Mariner's Circle, Alligator Point, Franklin County, Florida. The proposed access walkway is 100ft x 4ft, with a 10ft x 16ft terminus, a 13ft x 20ft covered boat lift, and two additional pilings within Alligator Harbor Preserve. Customer has DEP permit and is exempt from COE permitting. Request submitted by Daniel Oligmueller, applicant. (Has House)



- Legend
- Parcels
  - Roads
  - City Labels

Parcel ID	32-065-01W-1060-0002-0040	Alternate ID	01W06532106000020040	Owner Address	WALTON ACCOMMODATIONS 22,LLC 12225 NORTHCLIFF RD ELBERT, CO 80106
Sec/Twp/Rng	32-65-1W	Class	SINGLE FAM		
Property Address	612 MARINER CIR ALLIGATOR POINT	Acres	0.348		
District	1			Date created:	4/24/2019
Brief Tax Description	UNIT 1 BL 2 LOT 4			Last Data Uploaded:	4/23/2019 10:52:57 PM

DATE: April 29, 2019 SHEE  
Revision 2 May :

By: Daniel J Oligmueller  
: doligmueller@icloud.com  
ailton Accom 22 LLC, Daniel Oligmueller  
LASS: Alligator Harbor  
onmental Permitting  
TION / USGS: Alligator Point - Franklin Count  
4' 44.76"  
22' 06.69"

VNSHP: 6 South RING: 1 West



**EXISTING DOCK THAT WILL BE REMOVED**





by: **Daniel J Oligmueller**  
doligmueller@icloud.com  
Alton Accom 22 LLC, Daniel Oligmueller  
MASS: Alligator Harbor  
Environmental Permitting  
NATION / USGS: Alligator Point - Franklin Count  
1' 44.76"  
22' 06.69"

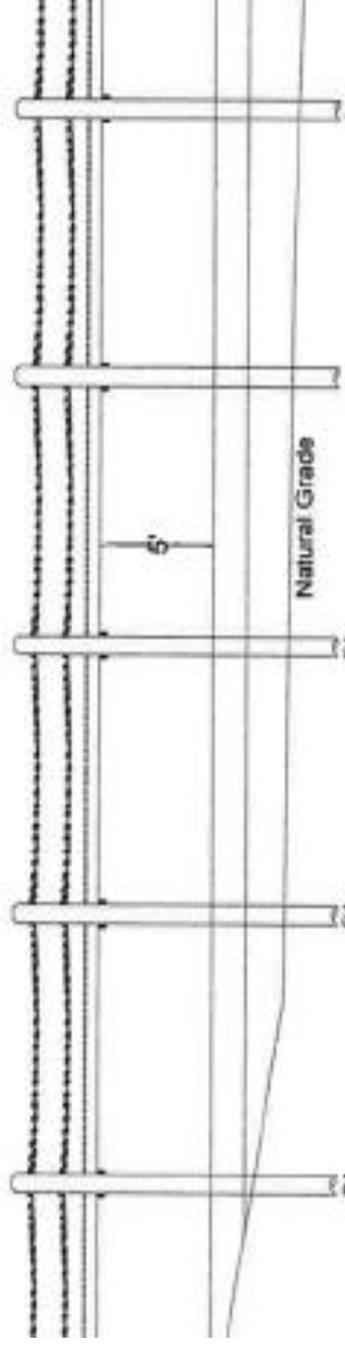
DATE: April 29, 2019 SI  
Revision 2 MA

NSHP: 6 South RING: 1 West



0375734-001-EG/1  
100'

Location  
Red Dook  
Scale



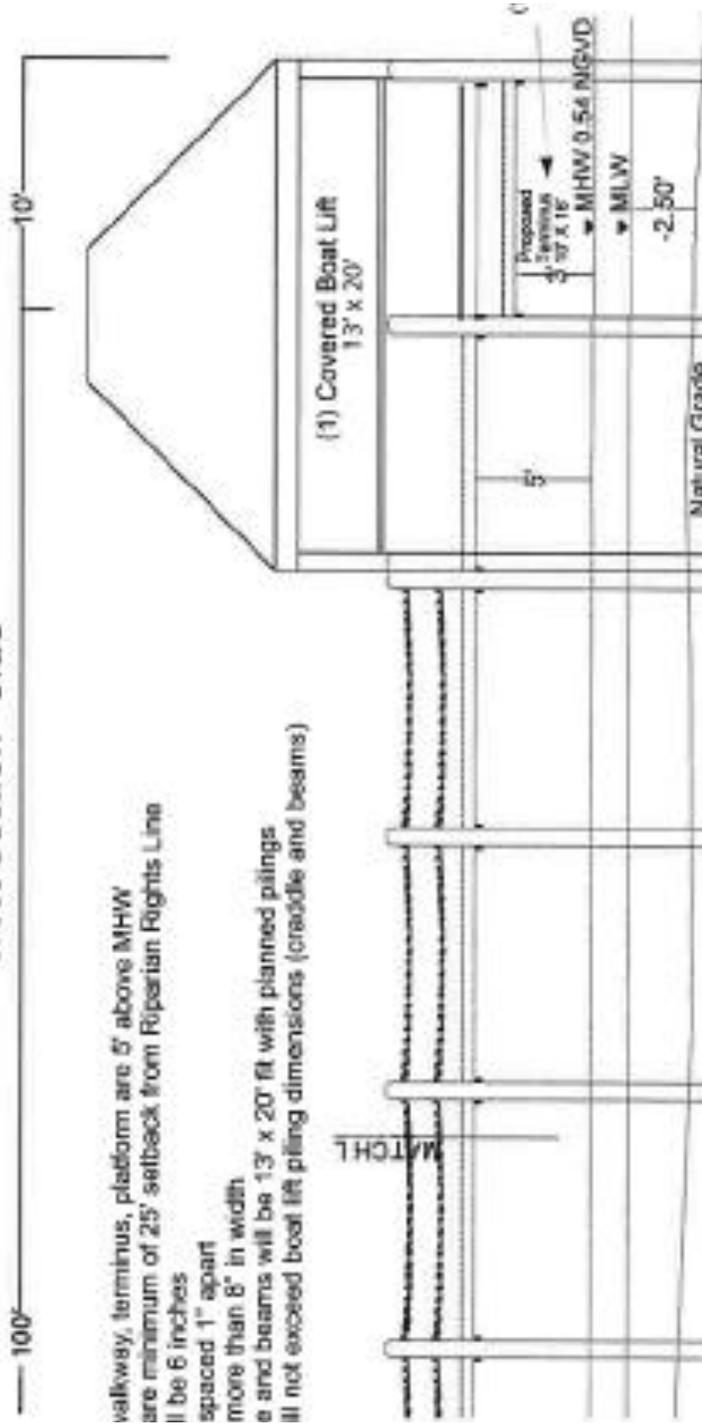
**RE-ZONING APPLICATION:**

4. **RECOMMENDED APPROVAL: (6-1 Vote)** Consideration of a request to Re-Zone a 22.77 acre parcel from R1 to R1-A. Located at 2153 Highway 98, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, Inc agent for William Simmons.

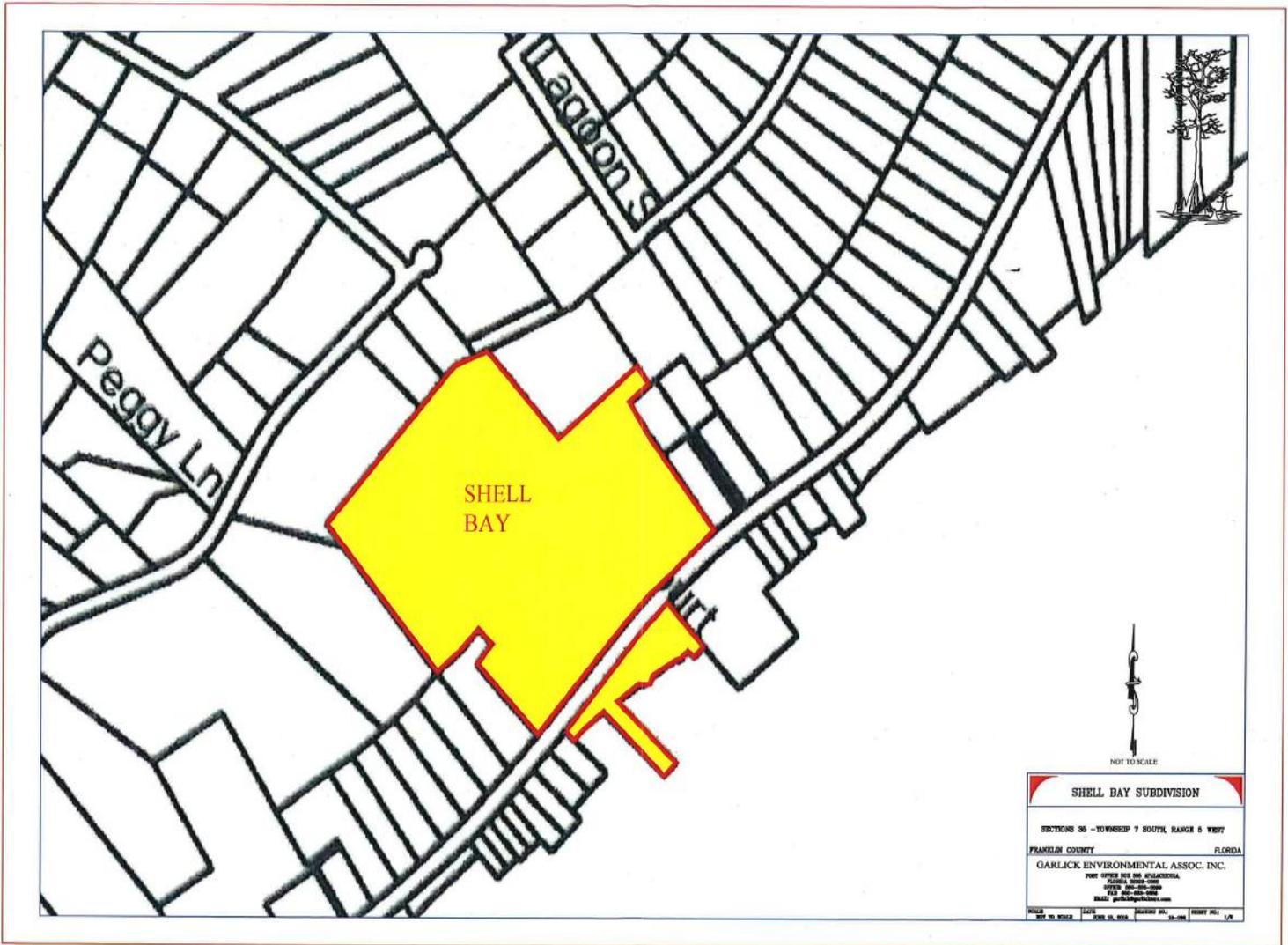
Prepared By: Daniel J Oligmueller  
 1615 doligmueller@icloud.com  
 FTS: Walton Accorn 22 LLC, Daniel Oligmueller  
 DRY/CLASS: Alligator Harbor  
 Environmental Permitting  
 LOCATION / USGS: Alligator Point - Franklin Count  
 29 54' 44.76"  
 E: 84 22' 06.69"  
 TOWNSHIP: 6 South RING: 1 West



**Cross Section - Side**



walkway, terminus, platform are 5' above MHW  
 are minimum of 25' setback from Riparian Rights Line  
 will be 6 inches  
 spaced 1" apart  
 more than 8" in width  
 and beams will be 13' x 20' fit with planned pilings  
 will not exceed boat lift piling dimensions (cribble and beams)

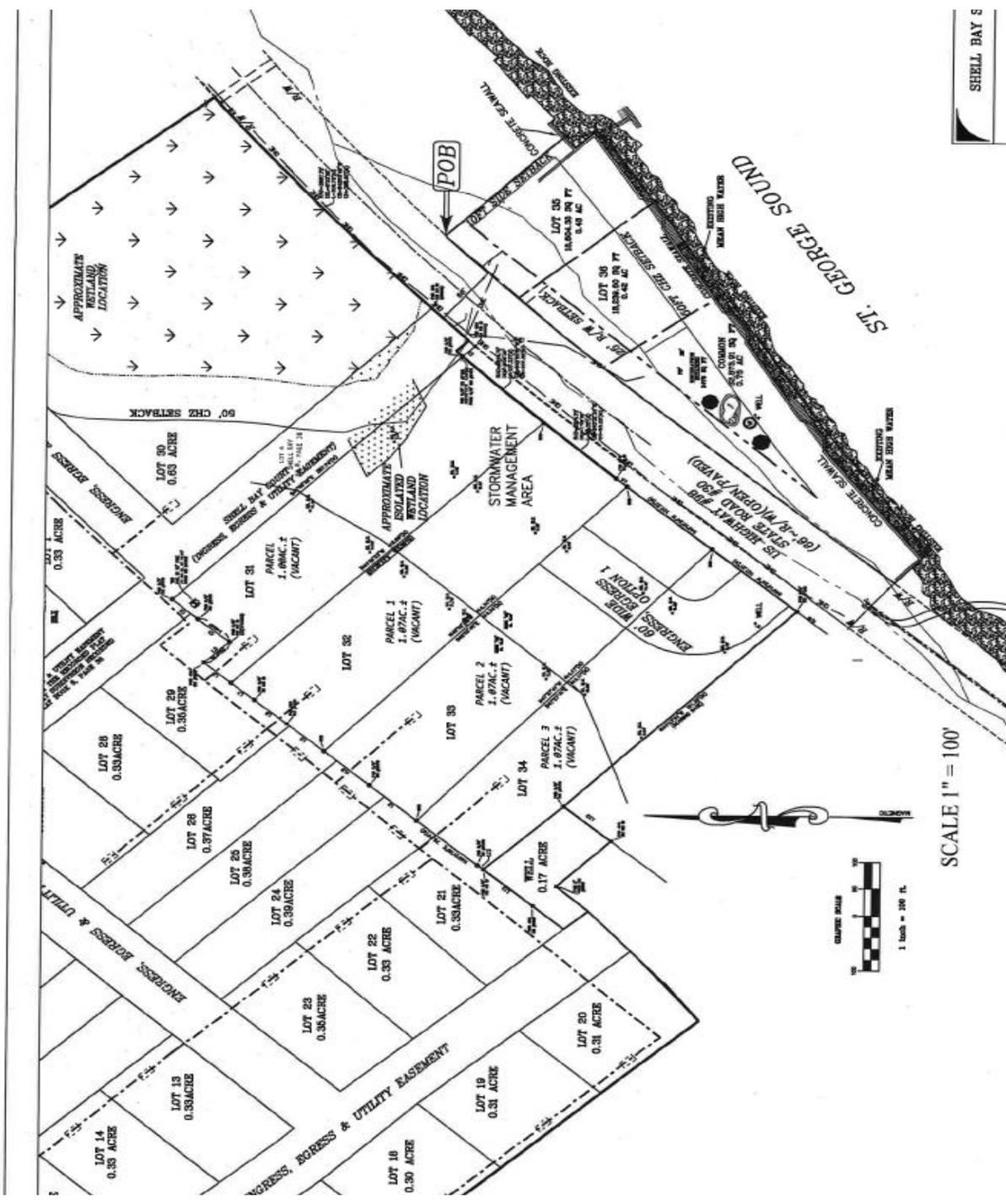


**SKETCH PLAT APPLICATION:**

3. **RECOMMENDED APPROVAL:** (6-1 Vote- Contingent upon the approval of the re-zoning request being approved at the public hearing) Consideration of a request to abandon original plat and for a Sketch Plat approval of a 22.77 acre parcel. The proposed new plat for the 22.77 acre parcel Shell Bay Subdivision, proposes 36 parcels, including 2 lots and as Common Area south of Highway 98. Lying in Section 35, Township 7 South, and Range 5 West located in Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, Inc. Agent for William Simmons.







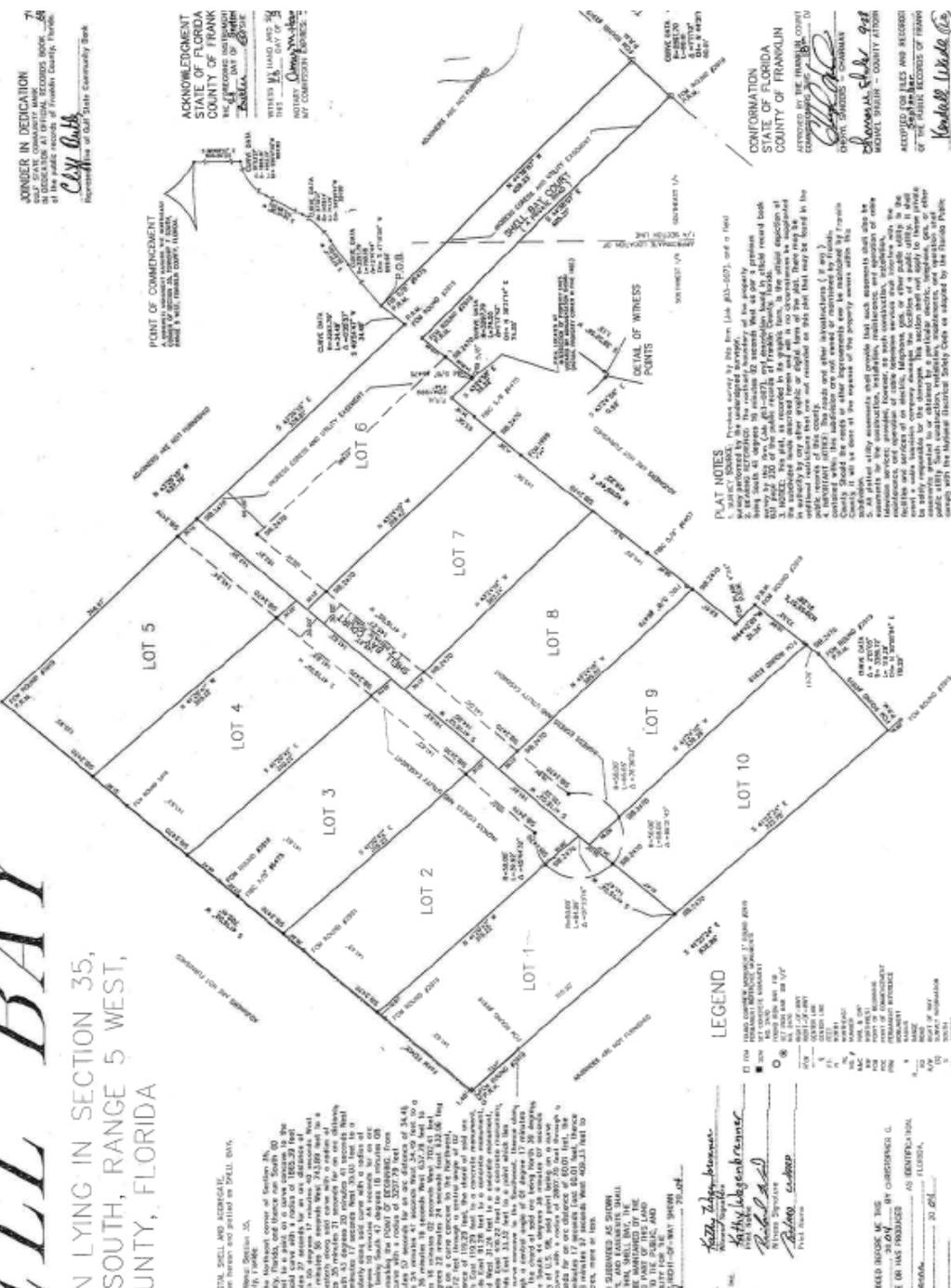
SCALE 1" = 100'

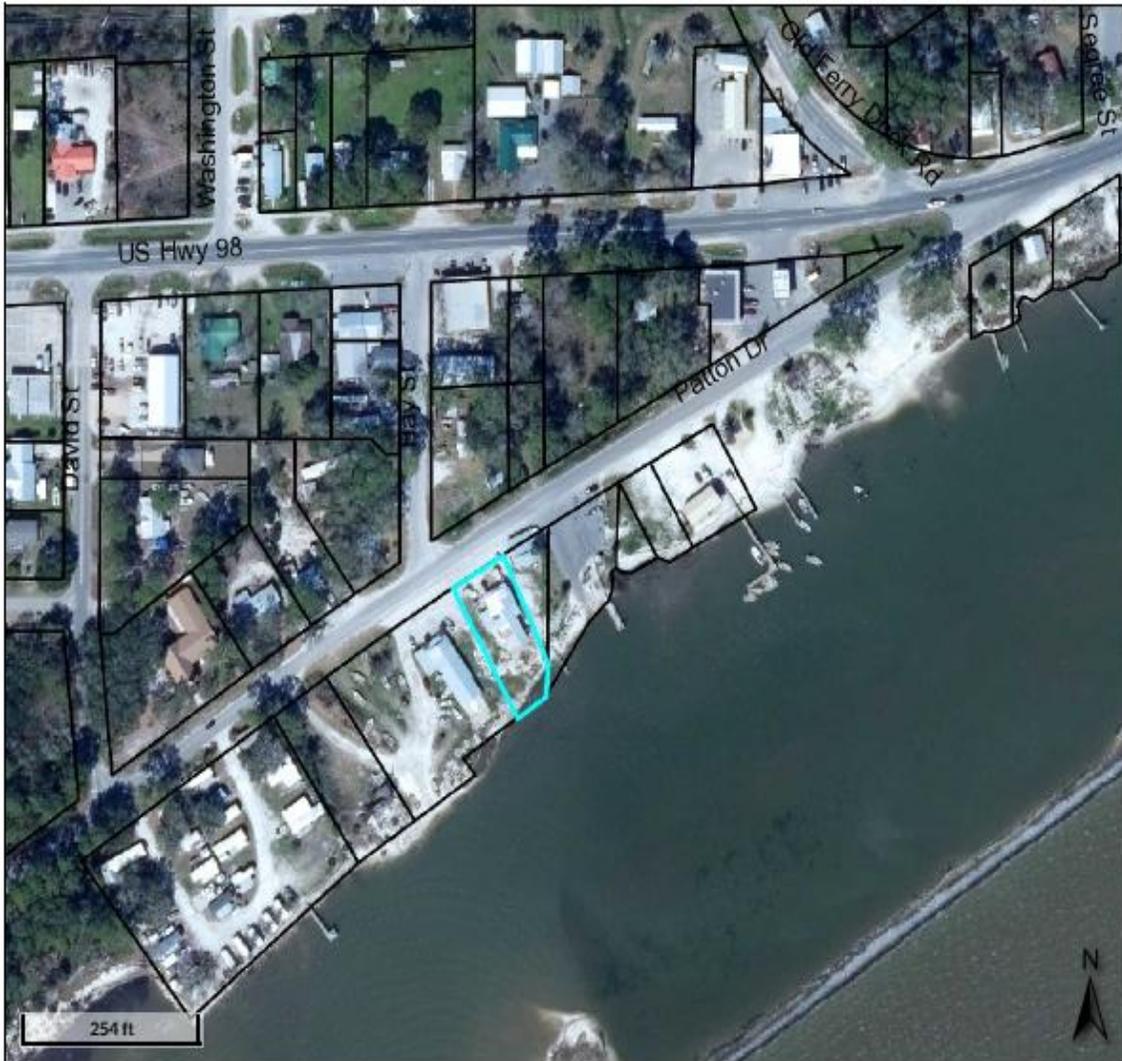
**SPECIAL EXCEPTION:**

4. **RECOMMENDED APPROVAL FOR SPECIAL EXCEPTION TO GO BEFORE THE ADVISORY BOARD OF ADJUSTMENT- No Action Required Until After Recommendation From BOA: (Unanimous)** Consideration of a request for a Special Exception to place 4 short term transient cottages in the C-1 Commercial Fishing District under item 2. Tourist Oriented Commercial Facilities on .29 acre parcel located at 332 Patton Drive, Eastpoint, Franklin County, Florida. Request submitted by Susan Reeder, applicant.

# ELL BAY

IN LYING IN SECTION 35,  
SOUTH, RANGE 5 WEST,  
JUNTY, FLORIDA





**Overview**



**Legend**

-  Parcels
-  Roads
-  City Labels

<b>Parcel ID</b>	31-085-06W-0000-2360-0000	<b>Alternate ID</b>	06W08531000023600000	<b>Owner Address</b>	REEDER SUSAN
<b>Sec/Twp/Rng</b>	31-85-6W	<b>Class</b>	OTHER FOOD		99 6TH STREET
<b>Property Address</b>	BEST SEAFOOD	<b>Acreage</b>	n/a		APALACHICOLA, FL 32320
<b>District</b>	5				
<b>Brief Tax Description</b>	A PARCEL 87 FT ON HWY 10				
	<i>(Note: Not to be used on legal documents)</i>				

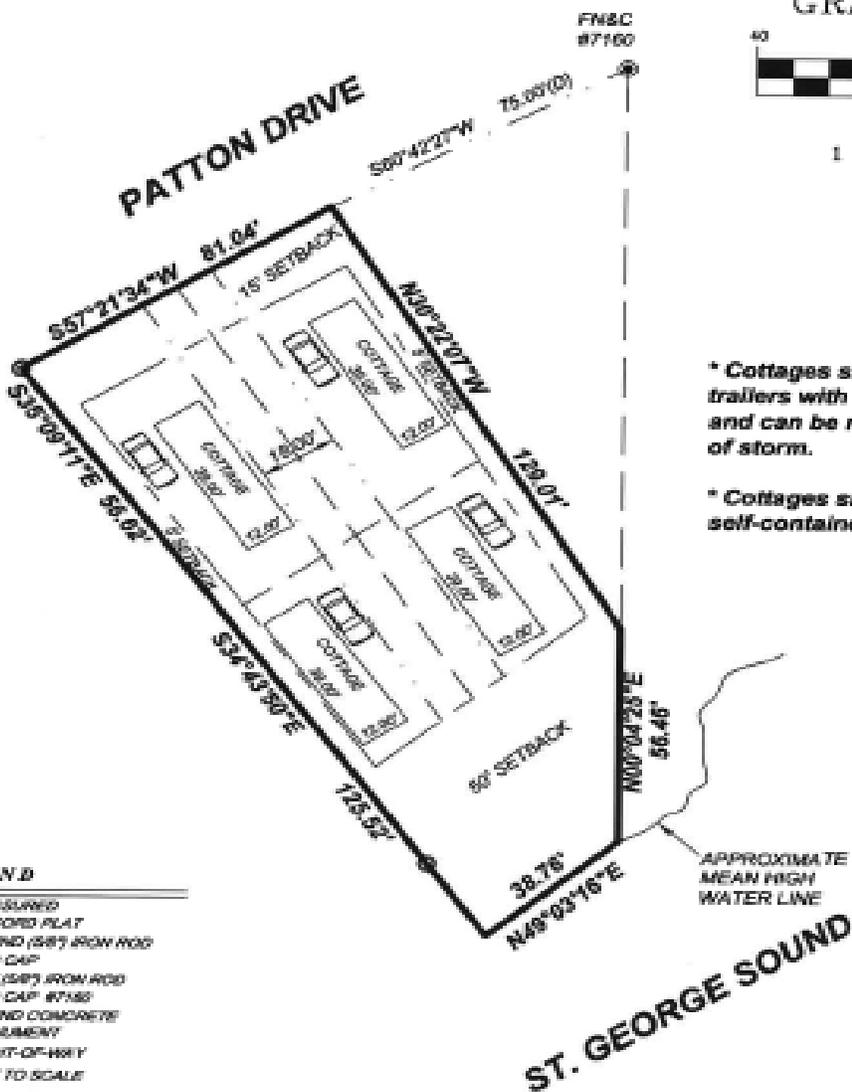
6	ST. JOE TELEPHONE	5	6	309	315	319	5	327	9	328	1ER	329	339	347	353	357	367	366	371
287	293	299																	

U. S. HIGHWAY 98

270	274	280	302	308	312	318	322	326	330	336	342	346	352	358	362	368	374	380	386
273					JR. FOOD STORE														
279	1	3	4	5	6	7	11												
281	2																		
283																			
285																			
287																			
289																			



**SITE PLAN FOR: SUSAN REEDER**



**LEGEND**

M	MEASURED
RP	RECORD PLAT
FRIC	FOUND (5/8") IRON ROD AND CAP
SIRC	SET (5/8") IRON ROD AND CAP 87160
FCM	FOUND CONCRETE MONUMENT
RW	RIGHT-OF-WAY
	NOT TO SCALE
	POINT NOT SET OR FOUND

**NOTES:**

1. **SURVEY SOURCE:** Record deed and special instructions as per client.
2. **BEARING REFERENCE:** Eastern boundary of subject parcel being North 00 degrees 04 minutes 25 seconds East as per record deed.
3. A current field survey has not been performed to verify the accuracy of the sketch shown hereon.
4. **THIS IS NOT A BOUNDARY SURVEY.**
5. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

I hereby certify that this was performed under my responsible direction and supervision and the just and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (P.A.C. 52-FT.001.022).

The undersigned surveyor has not been provided a current site opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds, records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No. 4267

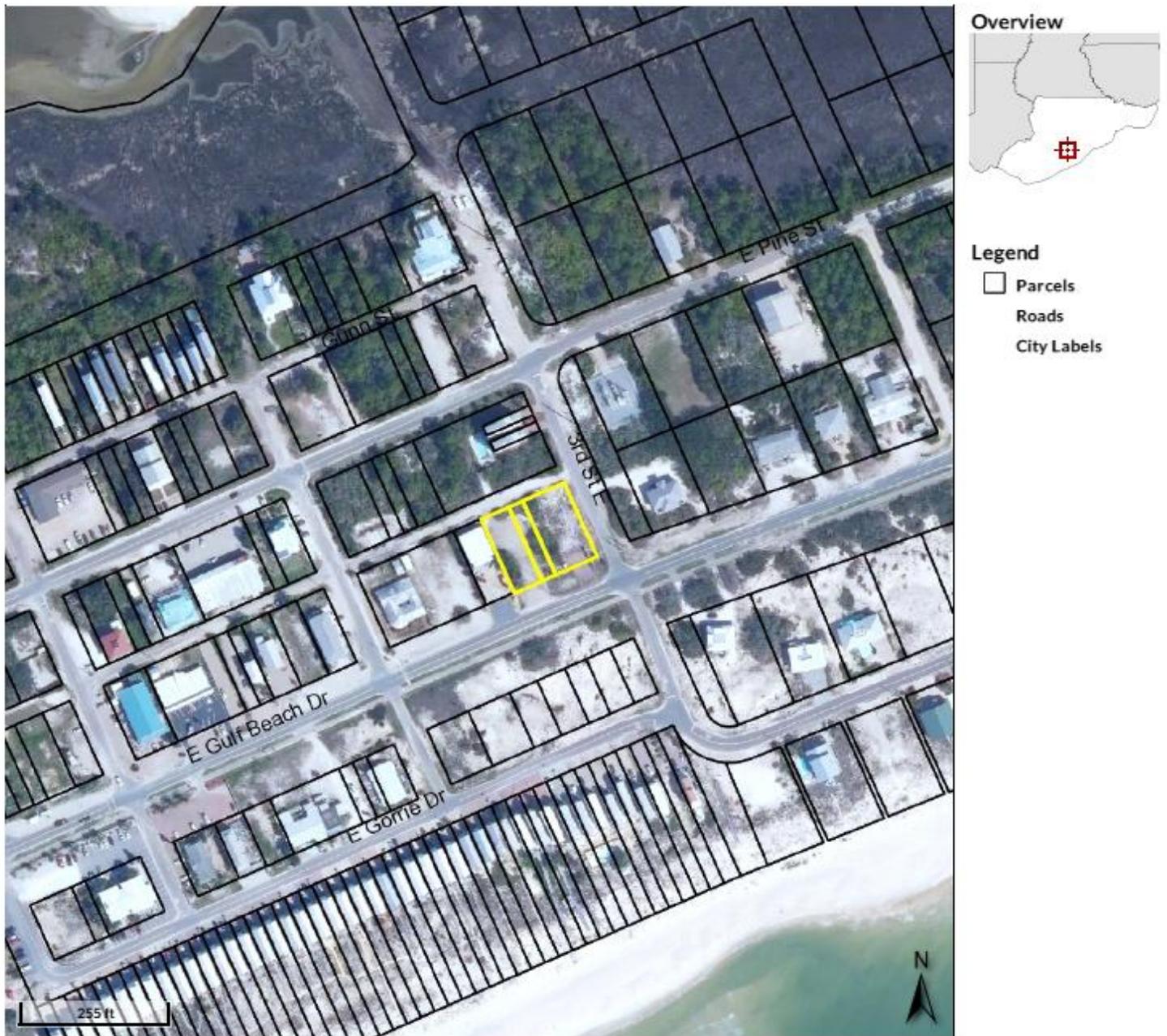
**FLOOD ZONE INFORMATION:**

Subject property is located in Zone VE (EL 17) as per Flood Insurance Rate Map Community Panel No: 120086 0532F index date: February 5, 2014, Franklin County, Florida.

<b>TR &amp; A</b>	<b>THURMAN RODDENBERRY &amp; ASSOCIATES, INC.</b>		
	PROFESSIONAL SURVEYORS AND MAPPERS P.O. BOX 188 • 121 SERRANOS STREET • JACOBSONVILLE, FLORIDA 32024 PHONE NUMBER: 850-961-0214 FAX NUMBER: 850-961-0214 L.S.P. # 188		
DATE: 05/21/19	DRAWN BY: MD	S.L. NO: PG 02	COUNTY: FRANKLIN
FILE: 09223.DWG	DATE OF LAST FIELD WORK: 05/20/19	JOB NUMBER: 09-223	

**COMMERCIAL SITE PLAN APPLICATION:**

5. **RECOMMENDED APPROVAL:** (Unanimous- Contingent upon the Health Department approving and permitting the location of the septic system) Consideration of a request to construct a 6,225 sq. ft. commercial space containing a Restaurant, Coffee Shop, and Retail Space. Lying in Section 29, Township 9 South, Range 6 West, also known as 243 Gulf Beach Drive, St George Island, Franklin County, Florida. Request submitted by Stephen Hull, agent for Hull House on SGI, LLC.



Date created: 6/26/2019  
Last Data Uploaded: 6/26/2019 7:07:43 AM

SIZE

8 OCCUPANCY

CELLS

3480 SQFT.

75 SEAT.

628 SQFT.

1800 SQFT.

4 SPACES PER 1000 SQFT. = 7 PARKING SPACES

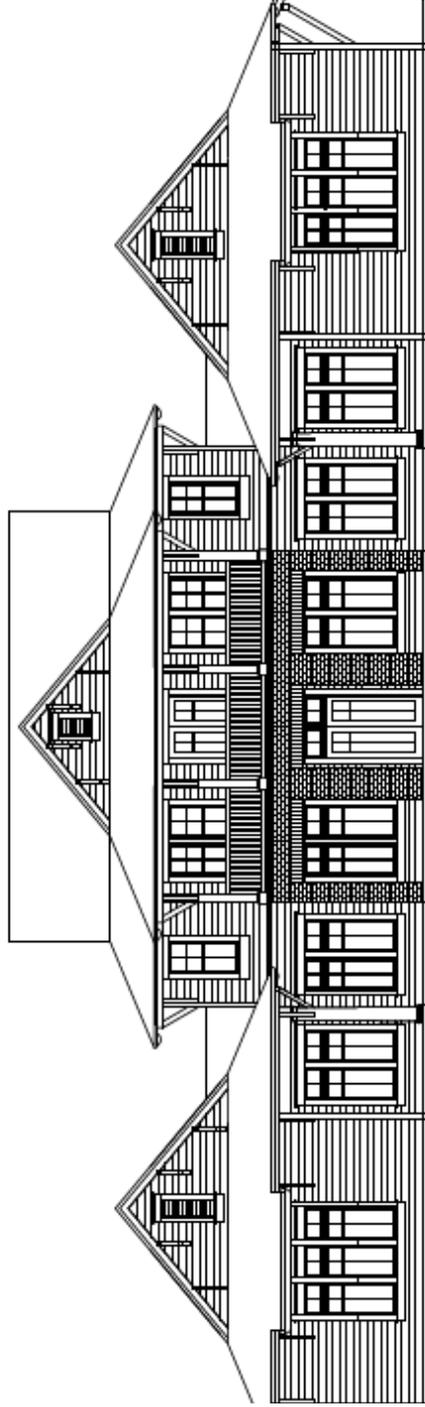
96 SEATS

1 SPACES PER 8 SEATS = 84 PARKING SPACES

1 SEATS

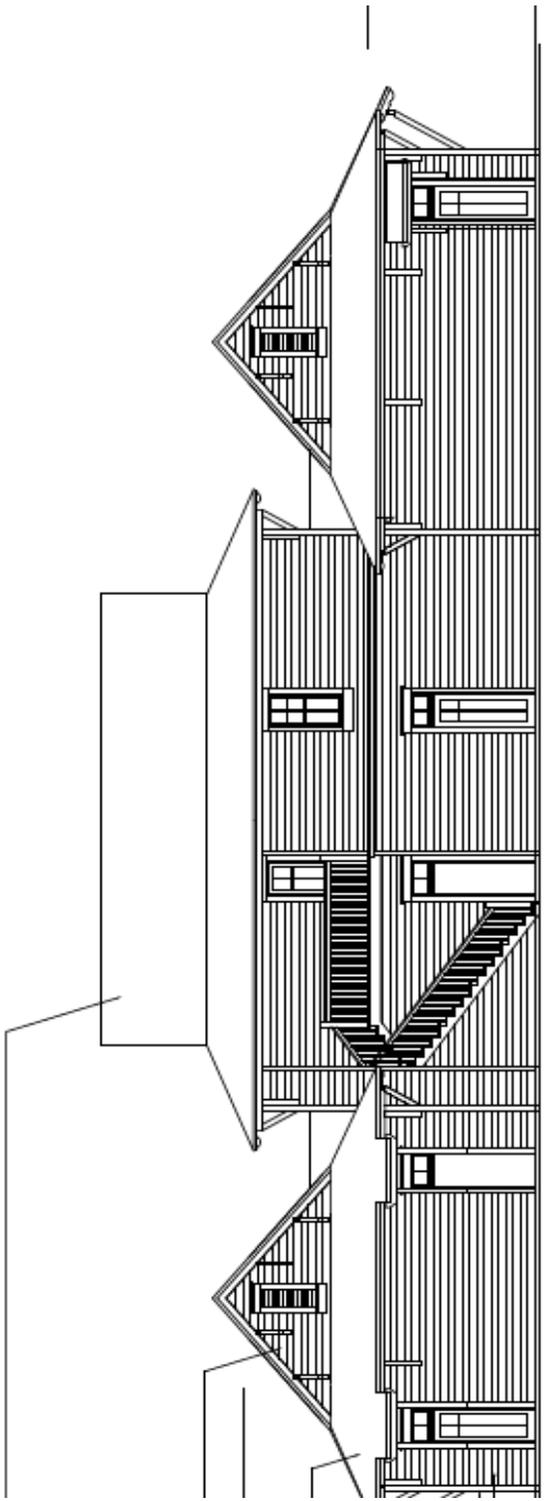
1 SPACES PER 8 SEATS = 8 PARKING SPACES

41 PARKING SPACES REQUIRED

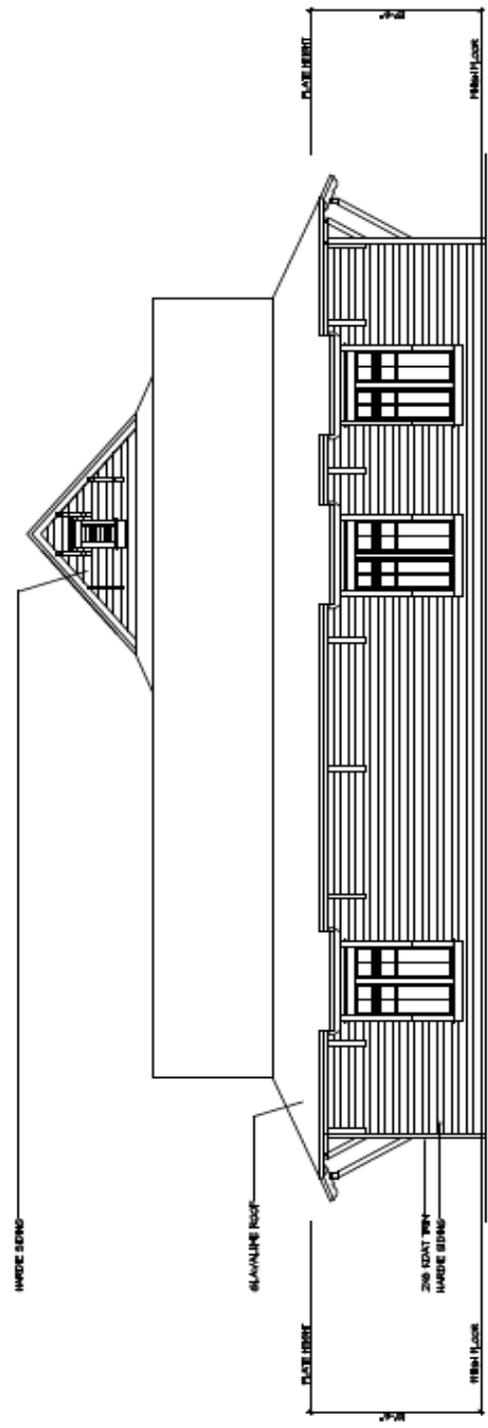


COMMERCIAL BUILDING  
GULF BEACH DRIVE  
ST GEORGES ISLAND, FLORIDA

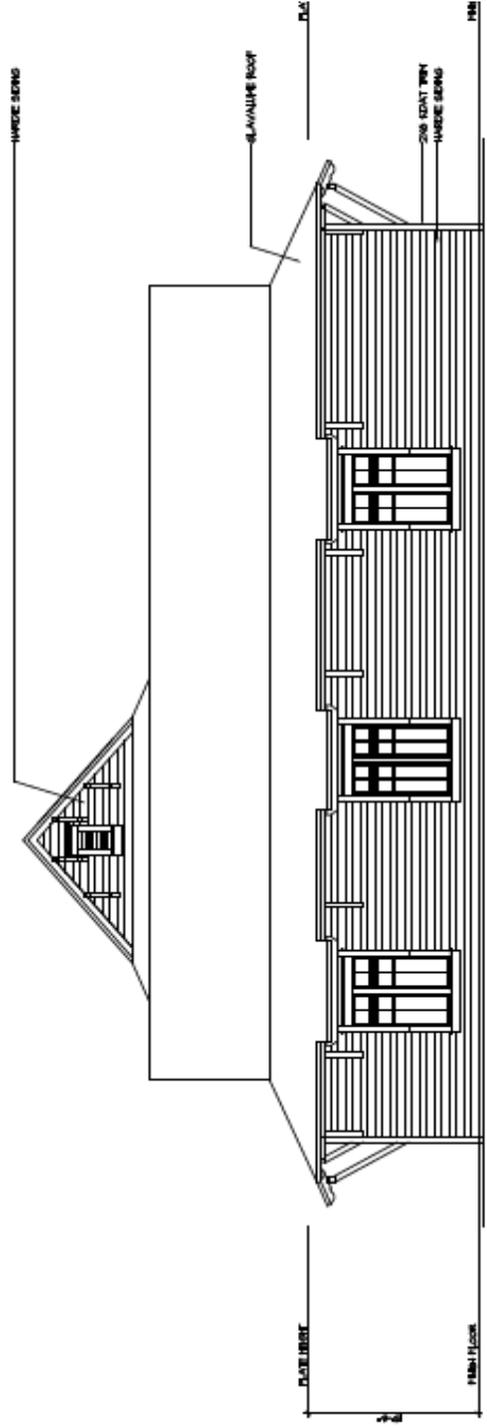
SEQ. NUMBER	SHEET LABEL	SHEET TITLE	SEQ. NUMBER	SHEET LABEL	SHEET TITLE
1 OF 08	A3-1	ELEVATIONS	12 OF 08	A4-6	SECTIONS
2 OF 08	A3-2	ELEVATIONS	13 OF 08	A4-1	DETAILS
3 OF 08	A3-3	ELEVATIONS	14 OF 08	A4-2	DETAILS
4 OF 08	A3-4	ELEVATIONS	15 OF 08	A4-3	DETAILS
5 OF 08	A3-5	ELEVATIONS	16 OF 08	A4-4	DETAILS
6 OF 08	A3-6	ELEVATIONS	17 OF 08	A4-5	DETAILS
7 OF 08	A3-7	ELEVATIONS	18 OF 08	A4-6	DETAILS



\_\_\_\_\_



\_\_\_\_\_









**PARKING**

1. ALL DIMENSIONS ARE TO CENTER LINE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTER OF DOOR UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTER OF WINDOW UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.

**LEGEND**

1. ALL DIMENSIONS ARE TO CENTER LINE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTER OF DOOR UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTER OF WINDOW UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.

**LEGEND**

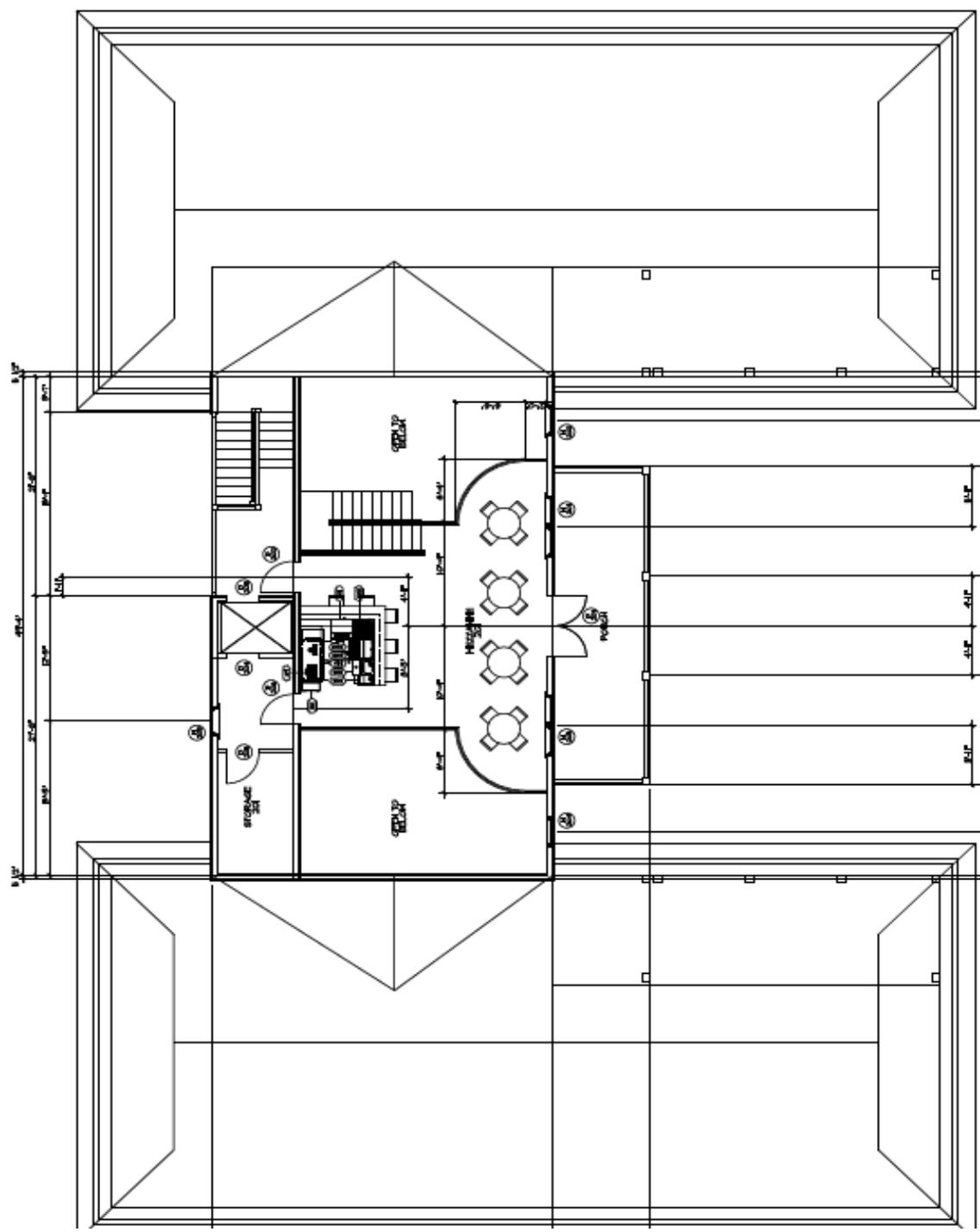
1. ALL DIMENSIONS ARE TO CENTER LINE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTER OF DOOR UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTER OF WINDOW UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.

**LEGEND**

1. ALL DIMENSIONS ARE TO CENTER LINE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTER OF DOOR UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTER OF WINDOW UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.

**LEGEND**

1. ALL DIMENSIONS ARE TO CENTER LINE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTER OF DOOR UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTER OF WINDOW UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTER OF FINISH FLOOR UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTER OF FINISH CEILING UNLESS NOTED OTHERWISE.



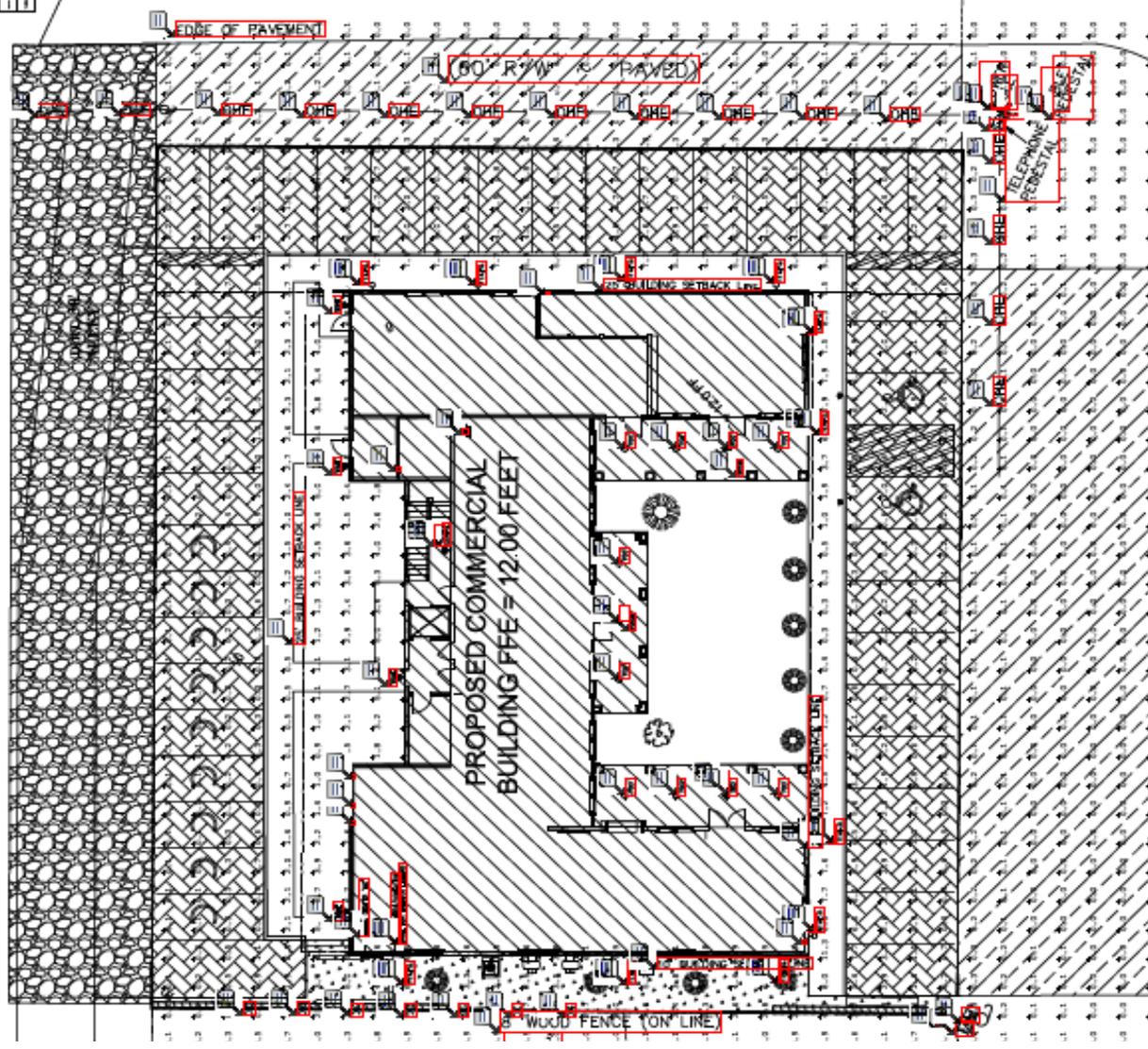
Project Name	
Client	
Scale	
Sheet No.	

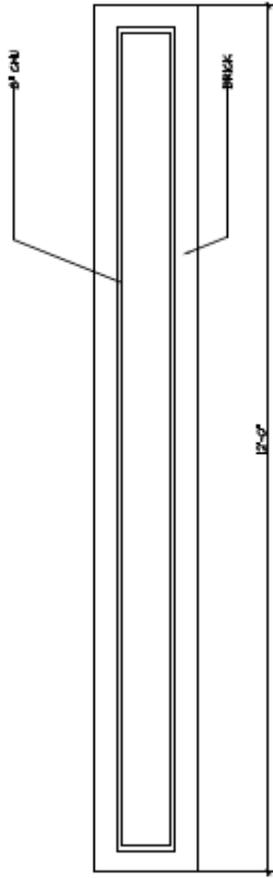
1	2	3	4	5	6	7	8	9	10

SEE PLAN FOR EXISTING UTILITIES

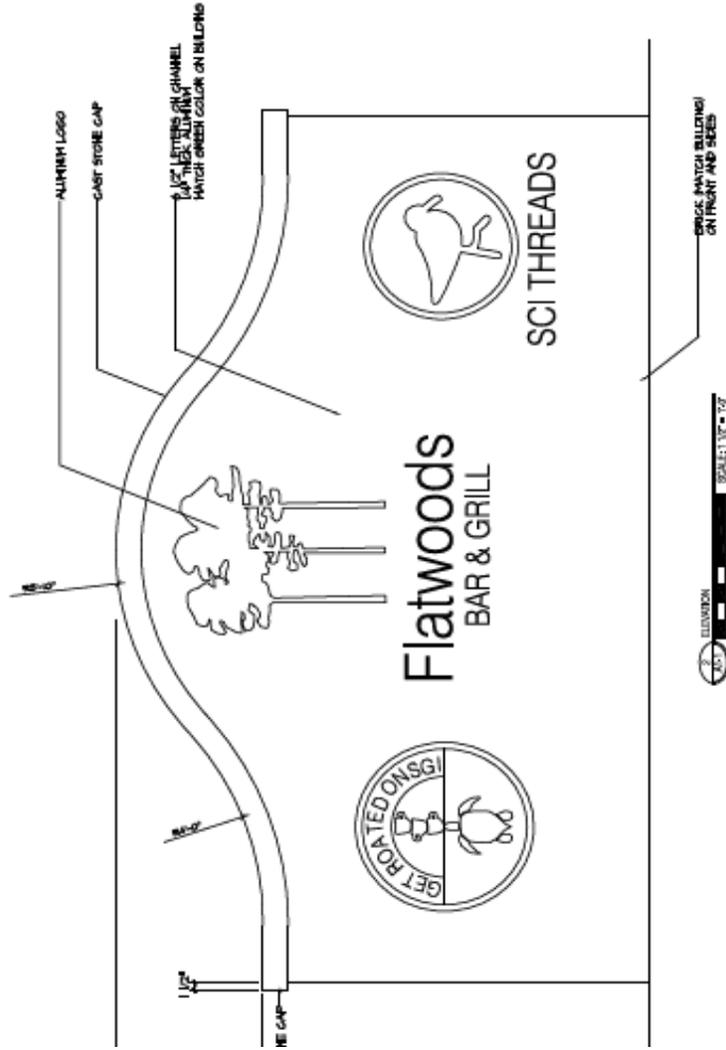
### 3RD STREET

60' R/W - PAVED

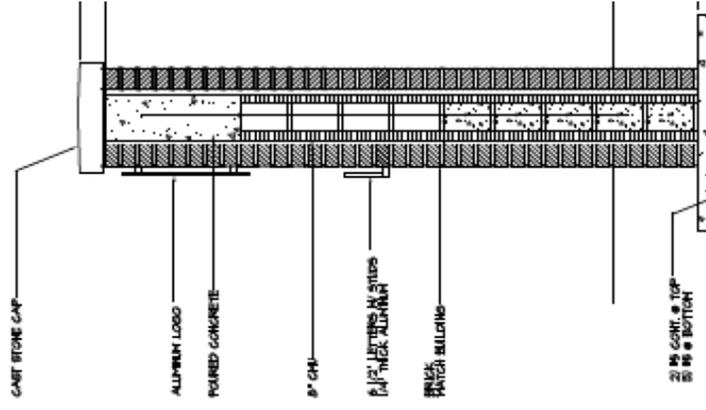




NOTE:  
HARD COMPACT FOOTING EXCAVATION  
CONCRETE SHALL BE PLACED IN  
ADEQUATE BONDING CONDITIONS



NOTE:



**George E Weems Memorial  
Vendor Aging Report  
7/12/2019**

Based on: Bill Date

As of Date: 07/12/2019

Vendor Name	-0	1-30	31-60	61-90	91-120	121-	Total
TALLAHASSEE MEMORIAL HOSP	0	0	0	0	0	620,794	<b>620,794</b>

**Grand Totals**

<b>0</b>	<b>63,706</b>	<b>61,296</b>	<b>-298</b>	<b>6,185</b>	<b>718,558</b>	<b>849,448</b>
						<b>228,654</b>

Trade A/P including TMH

Trade Accounts Payable

670,687 Transfer from HCTF

309,126 Cash Operating as of 07/15/2019

123,944 Money Market as of 7/12/2019

433,070 Total

1,112,270 Net Receivables

**Project Budget - 7/15/2019**

Construction Cost	\$ 7,000,000
Professional Services	\$ 900,000
Equipment & Furnishings (including Low Voltage Systems)	\$ 1,000,000
Testing & Inspections	\$ 125,000
Administration & Financing	\$ 350,000
Contingency	\$ 350,000
VE Items removed in 2016	\$ 83,826
Necessary Items per AHCA or Building Codes	\$ 887,000
Additional Scope Items	\$ 3,000
Costs Associated with Additional Scope Items	\$ 849
Inflation	\$ 1,445,090
<b>Total Benchmark Project Budget</b>	<b>\$ 12,144,765</b>

**Notes**

Joe Bynum, Architect, and I developed a budget totaling \$12.14 million.

Scope of project remains the same as 2016.

Savings realized by shelling in NM/Mammo and construction/contingency costs.

All necessary items (\$877K) are included.

VE Items that were removed in 2016 will be added as the project progresses.

Items not currently included:

Most of VE items; many of these will be added as funds are available from other sources.

Upgrades to the existing building. These will also be accomplished using other funding sources.

Within one week, Joe will have the actual cost of getting meaningful cost estimates from Architect, Engineers, Acoustics, Physics, Contractors, Equipment Vendors, Suppliers, etc.

County Commissioners will be asked to approve the cost amount to proceed with market basket pricing

Above vendors will begin work on market basket pricing while we start getting AHCA approval, secure Interim Financing, submit Bond Documents, etc.

In 2-3 months, we will have a GMP and the BOCC can vote to proceed or not.

BOCC is not locked in until this happens.

<b>Previously Deleted Scope of Work VE Items (added back to Project)</b>	<b>Original</b>	<b>Cost</b>
Site improvements north of hospital, including landscaping and Stormwater Pond #3	\$ 221,044	
Heavy Duty Paving at Service Drive	\$ 75,000	
Cable tray system for owner-supplied low voltage systems.	\$ 28,327	\$ 10,000
Curb & gutter at all locations.	\$ 60,194	\$ 15,000
Landscaping lighting allowance.	\$ 46,451	
Brick pavers.	\$ 12,669	
Signage and graphics allowance.	\$ 58,381	

Additional landscaping to match project drawings.	\$ 17,947	
Eliminate irrigation system at lawns. Irrigation system at planting areas will remain.	\$ 11,613	\$ 11,613
Plastic laminate counter tops in lieu of solid surface.	\$ 40,745	\$ 20,606
Field-formed roof panels in lieu of specified (Englert or similar).	\$ 40,312	
Eliminate painting of existing facility.	\$ 15,836	
Eliminate new mansard on existing facility.	\$ 53,208	
Substitute asphalt paving for concrete at main entrance	\$ 14,760	
Eliminate (2) automatic door operators (Corridor doors in Corr 190 & 203)	\$ 15,308	\$ 15,308
Eliminate corner guards in patient rooms	\$ 1,299	\$ 1,299
Site furnishings (benches & trash receptacles) by others	\$ 11,108	
Delete chimney; reduce duct run for Decontamination Vent	\$ 10,557	
Eliminate Patient Room alcoves	\$ 10,000	\$ 10,000
<b>Total</b>	<b>\$ 744,759</b>	<b>\$ 83,826</b>

<b>Previously Excluded Scope of Work that is Necessary (added back to Project)</b>	<b>Original</b>	<b>Cost</b>
Automatic doors at new entrances	\$ 62,000	\$ 62,000
Lead lined view windows and GWB	\$ 5,000	\$ 5,000
Additional Life Safety provisions	\$ 70,000	\$ 70,000
Additional general site lighting	\$ 70,000	\$ 70,000
Duplex water softening system	\$ 60,000	\$ 60,000
Additional consultants (Physicist, Acoustic, Commissioning, Special Inspections)	\$ 94,000	\$ 94,000
Construction Allowance (work to satisfy above requirements)	\$ 250,000	\$ 250,000
Enabling Projects and Infection Control	\$ 56,000	\$ 56,000
Provisions for new wind speed code requirements	\$ 200,000	\$ 200,000
Seamless vinyl floor in ER Treatment Room with integral base	\$ 20,000	\$ 20,000
<b>Total</b>	<b>\$ 887,000</b>	<b>\$ 887,000</b>

<b>Additional Scope of Work Items being considered</b>	<b>Original</b>	<b>Cost</b>
Interior finish upgrades	\$ 67,000	
Additional window treatment	\$ 20,000	
Additional brick pavers	\$ 20,000	
Additional landscaping and lighting	\$ 82,000	
Additional building signage	\$ 70,000	
ER headwall crash protection	\$ 3,000	\$ 3,000
Humidifiers	\$ 20,000	
2nd veneer on wide doors	\$ 19,000	
Structural provisions to allow demolition of existing hospital in the future	\$ 300,000	
Endoscopy Suite to replace Mammography and Nuclear Medicine	\$ 180,000	
Partial replacement of rooftop HVAC units	\$ 110,000	
Partial replacement of deteriorated sanitary line in existing hospital	\$ 150,000	
Emergency Generator to provide full facility service to existing hospital	\$ 350,000	
Upgrade Nurse Stations & Reception/Registration Desk	\$ 47,000	
Air conditioning upgrades to existing hospital	\$ 216,000	
Re-feed 400 amp Kitchen panel	\$ 90,000	
<b>Total</b>	<b>\$ 1,744,000</b>	<b>\$ 3,000</b>

# ERDMAN QUALIFICATIONS



At ERDMAN, we believe the questions of new service offerings, population health, patient experience, new care models, and facilities are not separate, isolated challenges. We believe by looking at these challenges through multiple perspectives simultaneously, we come up with more effective and efficient solutions. Through our Integrative Thinking, we take on the complex challenges of healthcare to help our clients build healthier communities.





RETHINKING THE FUTURE OF  
HEALTHCARE SO LEADERS CAN  
BUILD HEALTHIER COMMUNITIES.



# INTEGRATIVE THINKING

DELIVERING A MORE RELEVANT CARE AND WELLNESS EXPERIENCE IS MORE IMPORTANT THAN EVER

The healthcare industry has and will continue to go through a period of dynamic change. The shift from volume to value, measuring performance around populations, new revenue models, empowered patients, retail and consumer influences, and digital health require organizations to rethink their overall delivery model.

At ERDMAN, we are committed to helping our clients solve these complex problems through Integrative Thinking. We believe that the questions around new service offerings, population health, patient experience, new care models, and facilities are not meant to be answered in isolation. By looking at these challenges through multiple perspectives simultaneously, we help our clients come up with more effective, more efficient solutions that support long-term growth and create healthier communities.

Our processes are driven by evidence-based decisions and guided by quantitative data and qualitative input from healthcare leaders, physicians, staff, and community. This approach leads to implementing the right solutions and advancing our clients' mission and vision.

ERDMAN's national team includes experts in strategy, market analytics, practice administration, lean operations, finance and development, medical planning, architecture, engineering, construction, and building commissioning.

## WE BRING HEALTHCARE SPECIFIC EXPERTISE IN:

- Decision Process & Quality
- Market Planning & Service Line Deployment
- Programming & Master Planning
- Operational Flow & Utilization Projections
- Financial Analysis & Capital Forecasting
- Facility Analysis & Assessment
- Site Selection & Evaluation
- Capital & Real Estate Assessment
- Architecture & Engineering
- Construction



## MARKETS WE SERVE:

- Integrated Health Systems
- Community Hospitals
- Physician Practices
- Rural Health
- Tribal Health
- Behavioral Health
- Senior Living

# HEALTHIER COMMUNITIES



ERDMAN uses Integrative Thinking to achieve our vision of 'Improving every life we touch' as we help clients improve healthcare in their communities. We understand the ultimate goal of any healthcare capital investment is to provide access to the highest standard of care while achieving organizational business objectives.

ERDMAN works closely with our clients to analyze their unique situation while considering long-term business strategy, market data, clinical and operational insights, facility programming, and in-depth financial analysis. This allows us to see the interconnecting factors and recommend the right solution to help clients reach their goals. We believe the most beautiful designs are ones based on client specific needs and situations. We believe the most efficient solutions involve developing the right design for the market, account for patient needs across the continuum of care, support long term cost effective operations, and provide future flexibility for growth.

By partnering with ERDMAN, clients can safeguard market competitiveness and financial stability by developing comprehensive strategies that not only help to create the ideal facility, but advance their healthcare delivery model. We use a variety of market data and advanced decision-making tools to prioritize short and long-term initiatives that optimize your capital investments.

## OUTCOMES WE ADDRESS:

- Access & Market Capture
- Patient Experience
- Provider Engagement
- Operational Efficiency
- Population Health Management
- New Care Delivery Models
- Continuity Of Care

# DEFINING STRATEGY

THE DECISIONS YOU MAKE TODAY ARE DRIVEN BY THE OUTCOMES YOU HOPE TO ACHIEVE TOMORROW

## ADVISORY SERVICES

Planning and delivering on the optimization of your delivery network and environments of care can be challenging – reacting to shifting and competing priorities between physicians, hospitals, and payors, measuring performance by population health, and responding to new reimbursement models.

Formulating your strategy and execution plan is complex – you don't have time to educate your strategic partner on the nuances of healthcare. This is where we can help. As experts in the healthcare industry, we provide the specific data-driven analyses required to make critical strategic and operational decisions. We have the experience necessary to assist you in executing a successful patient access and capture strategy, deployment, and delivery plan.

The Advisory Services team at ERDMAN has vast experience in financial, clinical, and operational healthcare transformation to meet the challenges facing our clients. Through a variety of lean facilitation tools and events that engage providers and staff as part of the organizational redesign process, and supported by data-driven analytics, ERDMAN helps organizations plan for and realize their goals.

We use progressive proprietary clinical and market data to define the best options for services, locations, and partners, based on the behavior of unique populations, spending patterns, disease prevalence, and competitive opportunity at a block-by-block geographic level. We support developing a strategic plan that encompasses facilities, service lines, brand, and provider network to achieve client goals.

Partnering with organizations seeking to attract and retain new patients in this competitive market environment, ERDMAN leverages our operational and experiential planning capabilities to define and deliver intentionally crafted patient and staff experiences that are unique, predictable, and repeatable.

ERDMAN utilizes a series of influence points that are aligned with local consumer preferences while simultaneously connecting those to the operational model to achieve desired organizational results.

We use advanced programming and lean operational modeling tools that differentiate us from other consulting firms. To ensure operational efficiency, the team has access to static as well as dynamic operational modeling tools that can be used to test alternate program and process flow concepts. From executive and board facilitation for system-level transformation, to hands-on workshops which uncover new processes, staffing shifts and space allocation ideas that can maximize productivity and optimize your current resources, our focus is assisting you in speeding up the return on your investment.

The results – Innovative solutions that solve multiple problems, cross-disciplinary exposure to operational challenges, awareness of organizational goals, and most importantly, buy-in from the entire staff – which encourages long-term engagement.



# SUPPORTED BY DATA-DRIVEN ANALYTICS



## DECISION PROCESS & QUALITY

- Structured Approach to Strategic Planning
- Decision Hierarchy
- Common Values
- Probabilities
- Elements of a Quality Decision



## STRATEGIC TRANSFORMATION

- Population Health Strategy
- Ambulatory Strategy
- Care Model Redesign
- Patient Centricity
- Board Facilitation
- Brand Strategy



## MARKET & COMPETITIVE STRATEGY

- Patient Origin & Clinical Utilization
- Demographics & Consumer Mapping
- Competitor & Partner Profiling
- Provider Supply & Demand



## NETWORK DEVELOPMENT

- Patient Attraction & Retention
- Consumer Strategy
- Provider, Staff & Facility Utilization Analysis
- Service Line Planning & Service Distribution



## OPERATIONAL & EXPERIENTIAL PLANNING

- Operational Planning Charrettes
- Functional & Operational Narratives
- Experiential Mapping & Patient Influence Points
- Patient Flow Simulation Modeling
- Benchmarking & Performance Improvement
- Financial Analysis & Forecasting
- Ambulatory Playbook Development



*"After several planning sessions with ERDMAN it became clear that our hospital had a much bigger opportunity to expand our services based on the market data they presented. Their data-driven, collaborative approach helped us further our vision, while helping to reduce overall operational costs through better space utilization. The confidence they provided to our team throughout the project was invaluable."*

**St. Luke's Hospital, Duluth, MN**

# INNOVATIVE SOLUTIONS FOCUSED ON

EACH FACILITY IS AN OPPORTUNITY TO FIND INNOVATIVE WAYS TO ADVANCE COMMUNITY WELLNESS

## DESIGN

As models for care delivery and deployment of existing resources shift, organizations are placing greater emphasis on facility solutions that help achieve the best patient outcomes while increasing efficiency and enterprise value.

ERDMAN is dedicated to designing facilities that address innovative care delivery, operational efficiency, future focused adaptability and design excellence; all in the context of your schedule and budget. When consensus is reached on the ideal programmatic elements, operational model, and conceptual planning, ERDMAN works to formulate design solutions that consider the right level of resources and spaces to drive effective and efficient care delivery, so you are not building more than you truly need. We view each facility as an opportunity engage and serve patients.

We are recognized as a leader in developing healthcare facility solutions as indicated by our award-winning facilities distinguished for design and innovation and net promoter score of 84.5%. We are consistently rated among the top healthcare facility firms in annual rankings published by Modern Healthcare, Engineering News Record, and Building Design & Construction.

Our architects and engineers work side-by-side in a collaborative studio setting every day that interfaces directly with our construction management, budgeting, and scheduling professionals. Functioning as a unified team with an advanced, shared, technological platform encourages cross-disciplinary cooperation that fuels innovation and eliminates potential design conflicts and constructability issues.

## CONSTRUCTION & OCCUPANCY

ERDMAN's project delivery process is distinctive. Our process integrates our clients and our design and construction project staff into a cohesive team. The value of ERDMAN's Integrative Thinking, bringing multiple perspectives together under one roof to solve complex healthcare challenges, is the ability to accelerate a project and minimize knowledge gaps between the planning, design, and construction teams. With all members of the design, engineering and construction management team working for ERDMAN and co-located together, the constant flow of communication and collaboration leads to real-time solutions, quality decisions and reduced risk.

Integrating ERDMAN's construction and estimating expertise early allows the design team to test design and engineering options. We provide real-time, comprehensive budget updates as design, engineering and equipment options are evaluated. We continuously review constructability, costs and schedule parameters; providing true "value engineering" as the project progresses rather than taking a cost shaving and re-design approach that is common in traditional, non-integrated delivery models.

ERDMAN has constructed thousands of healthcare facilities across the nation. Our exceptional approach to communication and coordination with strategic planners, engineers, architects, construction managers, and budgeting and scheduling professionals allows us to deliver 99.5 percent of our projects on-time, and 98 percent on-budget. ERDMAN has the expertise and flexibility to meet your project needs.



# EFFICIENCY, FLEXIBILITY, & OUTCOMES

## CAPITAL & DEVELOPMENT

Healthcare systems must often navigate the difficulties and costs of property ownership, management and lease negotiation twice over. First with a developer, who owns and operates the property during design and construction. And for a second time when a property is sold, usually to a Real Estate Investment Trust (REIT) or property management company.

Most organizations see it as the unavoidable price of increasing access within their marketplace. We call this process the ownership shuffle—and it's costing healthcare systems a great deal. Once a facility is developed, and the value strengthened by the lease agreement, these facilities are usually sold to REITs for a significant profit. That can mean millions in additional dollars for developers; money the organization never sees.

At ERDMAN, we help our clients capture that profit for themselves, oftentimes converting that money into short-term savings or more affordable rent agreements. We have the ability to fund the capital and provide ownership of facilities in a variety of ways, all subject to the goal of providing the best option for our clients' needs.



## DESIGN & ENGINEERING

- Facility Programming & Master Planning
  - Operational Efficiency
  - Functional Adjacency Optimization
- Architecture, Interior & Site Design
  - Evidence Based Design
  - LEED & Sustainability
- Mechanical, Electrical, Plumbing, Structural, & Civil Engineering
- BIM Model Optimization
- Cost Modeling
- Energy Modeling



## CONSTRUCTION & OCCUPANCY

- Preconstruction Services
- Construction Management
- Budget & Change Management
- Safety Assessments
- Quality Assurance/Control
- Commissioning
- Facility Activation
- Performance Measurement
- Manufacturing & Material Procurement



## CAPITAL & DEVELOPMENT

- Broker Services
- Joint Venture Opportunities
- Development



# EFFICIENCY, FLEXIBILITY, & OUTCOMES

## POSITIVE OUTCOMES MEAN HEALTHIER COMMUNITIES

### OUR DELIVERY MODEL RESULTS IN DISTINCT ADVANTAGES

The decisions you make today will impact your community for generations to come. Having a partner completely dedicated to the challenges and opportunities of healthcare, who understands how to move your vision to reality through an evidence-based, best practices approach while supporting the community and being good stewards of your capital investment is critical for success. ERDMAN's highly collaborative, transparent, and very effective planning, design and delivery process provides:



**National Expertise - Local Resources:** We offer the "best of both." ERDMAN brings the most experienced and fully integrated team of experts in healthcare planning, design, and construction management services in the country; having delivered successful outcomes for clients across the lower 48 states. We combine our experience with local expertise. We hire subcontractors and vendors in the community; keeping the community sustainable is critical for long term success and community welfare.



**Evidence-Based Design & Best Practices Improve Outcomes:** We blend best practice insights and evidence-based design with your culture, and very specific needs, to deliver an enhanced patient experience that is exclusive to you and enables staff in delivering compassionate care in a patient-centric way.



**Advanced Level of Integration Saves Time & Money:** ERDMAN's use of Building Information Modeling (BIM) technology combined with our integrated process is ideal for meeting, and often beating, targeted budgets and schedules. Overall, our projects are realizing more than a 10% decrease in direct costs and approximately a 25% shorter construction project schedule utilizing BIM throughout the entire delivery process.



# EXCEEDING CLIENT EXPECTATIONS

## CRAFTING TRUSTED PARTNERSHIPS THROUGH PROVEN RESULTS

### EXPERIENCE

ERDMAN has completed millions of square feet of healthcare facilities with efficiency and accuracy.

From critical access hospitals, inpatient facilities, and surgical specialty hospitals to outpatient facilities such as cancer, orthopedic and ambulatory surgery centers, wellness centers, medical office buildings and multi-specialty clinics; our clients include for-profit and not-for-profit systems, community hospitals, physician groups, federally-qualified healthcare organizations, tribal health organizations and senior living providers. We plan, design and deliver environments of care that are recognized for quality, efficiency, and innovative functionality while promoting positive patient and staff experiences.

### KEY METRICS



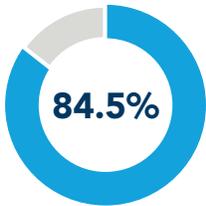
PROJECTS ON TIME

The ability to “Fast Track” a project is a signature benefit of ERDMAN’s Integrative Thinking platform. By integrating construction, estimating, and materials management expertise throughout the design process, the ability to advance the schedule is enhanced. ERDMAN uses lean processes and a common technology platform to guide the flow of information for a very aggressive and dependable overall project schedule. Our integrated team utilizes a singular BIM platform to design and detail a facility completely and quickly. This approach reduces errors typically encountered and greatly reduces the time to fabricate and ship material, which translates into speed to market.



PROJECTS ON BUDGET

ERDMAN has an industry-leading track record for budget performance and risk management. ERDMAN’s integrated team works from day one to test and inform design and engineering options to balance budget, specifications, and operations. Real-time comprehensive budget updates are done as design, engineering and equipment options are evaluated. Constructability, costs and schedule parameters are continuously reviewed, providing true “value engineering” as the project progresses rather than taking a cost shaving and re-design approach that is common in the industry and traditional delivery models.



NET PROMOTER SCORE

According to a survey conducted by Inavero, a client satisfaction scoring firm, the average NPS for our industries are as follows: Architecture, 32%; Business Consulting, 30%; Engineering, 24%; Commercial Construction, 18%; Commercial Real Estate Broker, 31%. ERDMAN’s score of 84.5% embodies our dedication to our organizational values, specifically ‘Commit to Excellence’ and ‘Be the Client’s Choice.’



CHANGE ORDER RATE  
(incl. owner requested changes)

According to the Housing and Building National Research Center, change orders cause an average increase in project costs ranging between 11% and 15% and an increase in project schedule between 10% and 20%. ERDMAN’s Integrative Thinking model, integrated studio setting, and use of advanced virtual design and construction (VDC) technologies mitigates this risk. By improving communication among stakeholders and project team members, we consistently achieve exceptionally low change order rates. Including owner driven changes, our average change order rate over the last \$1.5B is 1.8%.

# HELPING CLIENTS ACHIEVE SUCCESS



## CENTURA HEALTH

In 2009, Centura Health developed its 2020 strategic plan to transform the future of healthcare for its patients and communities. Centura's vision for the future focused on creating a system-wide model for ambulatory neighborhood health centers. Moving forward with that vision meant taking a hard look at its current situation:

- Practices and facilities varied widely in their operational models
- The Centura brand lacked prominence
- Managing patient health reflected a "sick care" rather than a "wellness care" approach

## APPROACH & OUTCOME

To go from strategic plan to real-world action, Centura collaborated with ERDMAN to establish the details for the new ambulatory neighborhood health site model. "What do we want the patient experience to be?" This was the driving question for Centura. Over an intense four-month period, ERDMAN helped Centura answer that question through a series of planning and design events, each one integral to moving Centura's vision closer to reality. Activities included:

- A leadership retreat to define the foundational concepts for the new model of care
- A three-day design charrette that focused on creating lean processes and an improved patient experience that differentiated Centura
- A peer review event to align the guiding principles with a single set of design strategies
- Project team meetings to refine and finalize the operational model—and produce a playbook

With a highly detailed, carefully-developed model in place, Centura is bringing its strategic plan to life. Under a stronger, more consistent brand, Centura's operational model emphasizes personalized, team-based attention and a whole-person approach to each patient. Today, improved access has led to more patients.

## SUCCESS METRICS

 **PATIENT SATISFACTION SCORES**  
90th  
PERCENTILE

 **NEW PATIENT VOLUMES**  
50%  
OVER TARGET

 **PATIENT SATISFACTION**  
5%  
OVER TARGET



*"Planning and implementation go hand in hand. As we worked with ERDMAN from up-front planning and understanding the market needs to design and implementation, we were able to work with the same team. Everyone understood the overarching design goals. That ensured even design elements discussed in early guidelines were established into our Neighborhood Health Centers."*

**Kevin Jenkins, Group Vice President of Ambulatory Care, Centura Health**

# DON'T TAKE OUR WORD FOR IT



## RUSH UNIVERSITY MEDICAL CENTER

*"ERDMAN's Integrative Thinking approach was unlike any we have come across, and was integral to our success. They created a market-attractiveness index that informed our location decision and growth plan. They provided us with an operational model that could legitimately compete with our biggest competitors, and held full-day workshops and collaborative meetings with stakeholders to illustrate how it could be executed. This thought-out, hands-on approach was exactly what our organization needed, and awarded us the "Adaptive Reuse" award by Healthcare Facilities Magazine. Our volume and other performance metrics have exceeded expectations for the first year in operation"*

**Joan Kurtenbach, Strategic Planning, Marketing and Communications, Rush University Medical Center**



## MULTICARE HEALTH SYSTEM

*"After conducting a robust RFQ process, including both regional and national firms, our consortium of hospital-private physician partners selected ERDMAN as most qualified. ERDMAN offered a comprehensive solution in research, planning, real estate and land use, design, construction, and building operation for our group. Because of ERDMAN's depth and experience, the group was able to navigate all levels of complexity and translate the projects from concept to reality."*

**Glenn Kasman, President & Market Leader for East Region Multicare Health System**



## PROVIDENCE HEALTH SERVICES

*"ERDMAN's strength is that they have many talented and specialized people under one umbrella, which adds tremendous time savings and value to an owner because they have access to these resources, as opposed to hiring another consultant, and they are coordinated as part of the integrated approach."*

**Providence Health & Services**

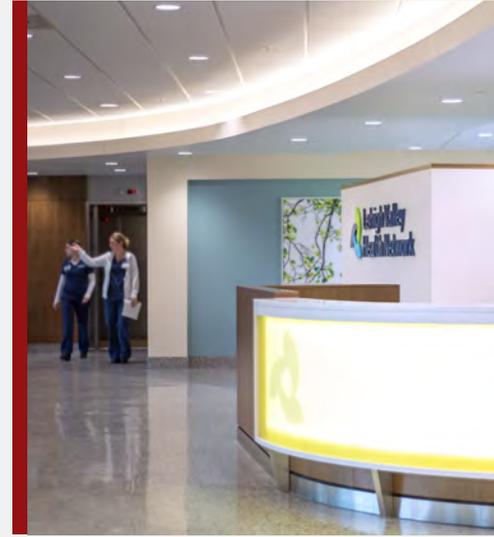


## LEHIGH VALLEY HEALTH NETWORK

*"ERDMAN's integrated process benefited us greatly in the sense that it was one point of contact throughout the entire process from the very early planning, through design, through construction through occupancy. That allowed us to assign one project manager, where in the past a project of this size would have taken two or more of our project management resources. So having that one point really made the project go very efficiently."*

**Jennifer Fink, Director of Planning and Interiors, Lehigh Valley Health Network**

**RETHINKING THE FUTURE OF  
HEALTHCARE SO LEADERS CAN  
BUILD HEALTHIER COMMUNITIES.**



erdman.com

© 2019 ERDMAN  
is a service mark of Erdman Company and its wholly owned subsidiaries. The company offers and provides architecture,  
engineering, construction and real estate services through its wholly owned subsidiaries and affiliates. Please visit our website at [www.erdman.com](http://www.erdman.com)  
for information specific to your state. The company is an equal opportunity employer.



## CHALLENGES

Just a few years ago, Livingston HealthCare was dealing with an outdated facility and asking itself the same tough questions a lot of critical access hospitals do: Should we move and rebuild? What's the best option for funding? How can we improve the patient experience? And yet every critical access hospital is unique because every community is the different. For Livingston HealthCare to move forward with a major construction project, it required a viable option that also met the changing healthcare needs of Livingston residents. The specific challenges that Livingston HealthCare faced included:

- Measuring the feasibility of on-site expansion vs. rebuilding elsewhere
- Getting through the complex but crucial financing process
- Working within capital constraints, yet providing a beautiful, state-of-the-art healthcare facility that attracts patients - and top-notch staff members

## APPROACH & OUTCOME

Based on the original facility's antiquated features and the constraints of the site, Livingston HealthCare ultimately opted for a new site to build on. Through a comprehensive visioning session with ERDMAN, the hospital established a set of guiding principles for a new facility. To help make this project a successful one, ERDMAN's support included the following:

- Conducted a thorough data-driven condition assessment on the original facility
- Performed site evaluation and selection services based on specific Livingston HealthCare criteria
- Led Livingston HealthCare through USDA loan funding process and submitting necessary applications, approvals, and checklists
- Incorporated evidence-based design concepts for more efficient patient flow, improved patient experience, and greater staff satisfaction
- Provided cost-effective design features that also capture a Western aesthetic, used sustainable building strategies, and highlighted the surrounding beauty of Livingston, including breathtaking views of three mountain ranges

Livingston HealthCare's medical center exemplifies how a critical access hospital can efficiently - and effectively - evolve with the needs of its community.

*"Livingston HealthCare staff and leadership leaned on ERDMAN's employees for expert advice, problem solving, and foresight. The talented staff was able to create a physical building to match our superior natural surroundings in Livingston and the quality care we provide."*

Bren Lowe  
CEO  
Livingston HealthCare



## KEY FACTS

- Location: Livingston, MT
- 118,000 SF replacement hospital & clinic
- 25 inpatient beds, 3 OR Surgical Suite
- Provider-Based Rural Health Clinic
- Planned for future expansion
- USDA Direct Loan and Loan Guarantee financing



## CHALLENGES

SSM Health Care of Wisconsin (SSM) and Dean Health System (DHS) partnered to offer Janesville, WI a new choice for healthcare, one that would provide an integrated approach to high-quality care through a comprehensive medical campus. From the beginning, SSM and DHS made it clear to ERDMAN that design choices should be driven by a patient-focused mindset. That meant making the following a reality:

- Design features that encourage a warm, healing atmosphere
- A cohesive hospital-clinic experience that also allows simple and straightforward way-finding
- Design and construction that wouldn't compromise future campus expansion strategies
- Cost-efficient and sustainable practices that benefit the campus and the community

With these goals in mind, ERDMAN was challenged to create a facility that met the highest standards for design and quality – while reflecting the local culture, identity and landscape.

## APPROACH & OUTCOME

Design interventions were weighted using a first cost/long-term benefit analysis resulting in an efficient and sustainable design and construction plan that produced significant savings – savings that allowed the clients to reinvest in the project with added program and equipment. The project's success can be seen by outcomes like these:

- Evidence-based design that reduces anxiety and promotes comfort through healing gardens and outdoor views of the surrounding landscape. Interiors feature natural elements such as wood, stone, and water, and earth-tone finishes
- A cohesive hospital-clinic experience from the first point of entry – the large "Town Square," which not only affords expansive outdoor views but also establishes an easy-to-understand, intuitive way-finding system, augmented with color-coding and windows at the ends of corridors
- Design decisions that carefully consider future expansion, including master-planning for growth to a 200-bed hospital and a clinic double in size to the current
- A range of features to encourage efficiency and sustainability, including low-emitting interior finishes, non-irrigated native landscaping, a bio-retention system for stormwater run-off, automatic lighting controls, and high efficiency boilers

Through early engagement, proactive project management and collaboration, this successful project exemplifies a commitment not only to quality, but to the people in the surrounding community.

## SUCCESS METRICS

- \$8M under GMP
- Hospital completed 7 weeks ahead of schedule
- Clinic completed 4 months ahead of schedule

*"Together we have created a beautiful building that lifts the spirits of our employees, patients and visitors every day. ERDMAN's attention to detail and shared commitment to the patient experience makes our campus a special place to work and heal. We look forward to working with ERDMAN again with future expansion projects."*

Kerry Swanson  
President  
St. Mary's Janesville Hospital



## KEY FACTS

- Location: Janesville, WI
- 163,000 SF five story hospital and adjacent 150,000 SF Comprehensive Care Clinic
- 50 private patient rooms, four ICU (plus two swing rooms), 36 Med/Surg, LDRP & Postpartum
- Three-story integrated facility houses 50 beds on four floors and includes a partial garden level
- Emergency department, surgery, diagnostics (general radiology, fluoroscopy, MRI, CT, mammography, ultrasound, and mode imaging dock), lab, public, administrative, support services, pharmacy, and food service
- Drive-under canopies at hospital main entry and emergency department
- Completed: 2011



## CHALLENGES

Upland Hills Health (UHH), a critical access hospital in Dodgeville, Wisconsin, was outgrowing its aging facilities. More than that, it was losing market share to competition from larger hospitals less than an hour away. UHH wanted to remain an attractive option to the local community by either overhauling its existing facilities or rebuilding nearby. With strong community support, UHH opted to stay on site, which also allowed it to remain adjacent to a recently built senior living facility. By carrying out a major renovation project, UHH wanted to accomplish the following:

- Develop a new campus master plan to facilitate long-term growth
- Modernize aging facilities and create a cohesive brand with a single architectural style
- Expand capacity and services to remain competitive with larger hospitals in the area
- Regain lost market share
- Improve inefficient campus layout and access to not only improve the patient experience but also improve throughput and efficiency

## APPROACH & OUTCOME

Through rigorous visioning sessions and a systematic needs assessment, ERDMAN worked with UHH to assist them in making critical decisions for a viable future in the community. ERDMAN then initiated a three-phase renovation process to transform the UHH facilities. Since project completion, UHH has experienced tremendous success. Today, UHH offers an attractive local alternative that the community of Dodgeville embraces.

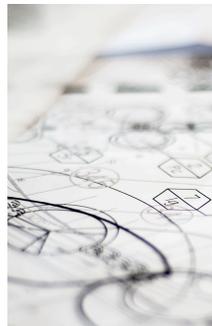
## SUCCESS METRICS

- Increased market share
- Increased revenue (+53%)
- Improved outpatient volume (+13%)
- Improved patient satisfaction scores
- More successful recruitment efforts
- Reduction in nosocomial infections

## KEY FACTS

- Location: Dodgeville, WI
- 54,000 SF medical office building (MOB) with related additions including an 8,000 SF imaging center/boiler room, a 3,000 SF ambulance garage, a 14,000 SF lobby/pharmacy, and a 16,000 SF interior remodeling of emergency/lab departments
- Demolition of existing power plant and administration offices, with related site work located on existing hospital campus
- Patient-focused design includes soothing interior elements, easy wayfinding, and individual waiting pods
- Energy-efficient features, including a new boiler system
- Completion: 2009





## CHALLENGES

When KishHealth's Valley West Hospital sought improvements for its facilities, it did so with a focus on creating a more welcoming environment to the surrounding community of Sandwich, Illinois. Improving the patient experience was priority one. Meanwhile, KishHealth wanted a facility capable of supporting growth and future initiatives. Finding the best path to meeting KishHealth's needs would mean taking on the following challenges:

- Finding the best strategy to remedy a patient wing still using semi-private rooms
- Achieving campus improvements that would also help recruit top talent
- Optimizing future growth potential with smart construction decisions that also maintain a safe and fully functional facility

## APPROACH & OUTCOME

KishHealth engaged ERDMAN for planning, design, and construction services. For KishHealth, the project turned out to have a few pleasant surprises. By having the value of every square foot maximized, KishHealth was able to achieve a series of improvements beyond its original goals. Project solutions included the following:

- A new in-patient wing that provides the latest in patient care and comfort
- A stunning new front entrance, a newly renovated administration area, and an overall more appealing and invigorated campus environment
- A carefully designed phased construction plan that kept patients and staff safe - and allowed Valley West Hospital to remain completely operational

The project approach achieved more with less by creating revenue-generating, programmatic space that's still chock-full of amenities - but amenities with a purpose. ERDMAN was even able to update Valley West Hospital's emergency power system - without compromising safety or interrupting service.

The improvements have enhanced KishHealth's ability to attract new physicians, specialists, and clinical staff, and have successfully set Valley West Hospital on a long-term course for providing a higher level of care to the community.

## SUCCESS METRICS

- Rated in Top 10 of Chicago Area Hospitals for Patient Safety by Consumer Reports - March, 2014

*"ERDMAN, to me is far superior because I don't have to go anywhere beyond to get the support I need. Having that cohesive group sitting in the same group, improves communication so much that you get a better design and a better outcome."*

Dave Proulx  
Assistant Vice President Valley West Operations  
KishHealth System Laboratories & Facilities



## KEY FACTS

- Location: Sandwich, IL
- 24,500 SF hospital patient wing
- 19 patient rooms and two observation rooms
- Includes an emergency backup data center
- Completion: Fall 2013

RESTORE Coordinator's Report  
BOCC Regular Meeting  
July 16, 2019

1. Airport Fuel farm TRIUMPH Application- On Feb. 5, 2019 the Board authorized Alan to submit a pre-application to TRIUMPH for some \$920K of TRIUMPH funds for a new fuel farm at the airport. At the time Alan, and AVCON, were expecting FDOT to provide a back-up generator. FDOT overcommitted on the funds they have available, so the TRIUMPH application was expanded to some \$1.04M to include funds for a back-up generator. The revised application will be submitted to TRIUMPH tomorrow, and it will be put into the Board files.
2. Board action to authorize the Chairman to sign the pre-application for the FDEP Erosion Control Program which would help fund a beach along the damaged part of Alligator Drive. Mike Dombrowski is preparing the application and it will put as part of the Board file when completed. The deadline for submission is July 31. The request to FDEP is not a commitment the county will do the project, but it is our application to FDEP that they will then prioritize and submit to next year's legislature for funding.

County Coordinator's Report  
BOCC Regular Meeting  
July 16, 2019

1. For Board information, Mr. Curenton has submitted the following projects to FDOT for Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP) funding:

SCRAP – Widening and Paving Highway 67 from State Forest Road 166 to State Forest Road 172 - \$1,483,150.

SCRAP – Widening and Paving Highway 67 from State Forest Road 172 to the Liberty County line - \$2,113,528.

SCOP – Widening and Resurfacing Timber Island Road from Highway 98 to the Carrabelle River - \$819,740.

SCOP – Paving the unpaved portion of Mill Road to Burnt Bridge Road - \$1,059,834.

There was some bridge repair and improvement work that Mr. Curenton considered but because it didn't meet FDOT's requirements, wasn't submitted for funding.

2. Inform the Board that FDOT has returned the signed SCOP agreement to design the widening and resurfacing of the eastern end of CR 30A west of Apalachicola. At this time, with the authorization from the Board, the County can proceed with advertising for an engineering firm to design the improvements. **Board action.**
3. FDOT has notified staff that they are ready to proceed with the first phase of construction on the Alligator Point multi-use path, which will run from the marina eastward to Harbor Circle. Before Franklin County can begin this project, we will need to authorize the engineers on the project, Dewberry Engineers, to apply for a Coastal Construction Control Line Permit and to update the construction plans for the project. **Board action.**
4. Commissioner Jones, Fonda Davis, Mike and Pat O'Connell (SGI Civic Club) and I have been working on the possibility of applying for FDOT Beautification Grant (s) for the entrance to St. George Island as you exit the bridge. Specifically, the landscape improvement will be for the state-owned land between the exit of Bryant Patton Bridge to Bayshore Drive. Once the details of the plan have been completed, there will be a determination as to how many grants will be required to complete the project. The Civic Club is asking for preliminary approval to allow Mike and Pat O'Connell to work with County staff to create the plan and complete the draft grant application, which is due on August 22<sup>nd</sup>. As has been explained to me, the agreement to maintain the landscaped improved area would be the County's match. Mike, Pat, and Mr. Davis have met to discuss the project and the man hour cost to maintain the landscaped improved area. Mike and Pat are here today to answer any question you may have regarding this grant. I attached a picture that may help explain where the landscape improvements

will be made, a recent FDOT beautification project, and blank application and contract documents. **Board discussion/action.**

5. Staff has received a request from Community Action Agency to approve up to \$300 so that a broken gas line could be repaired. This request is for an Eastpoint Limerock Fire survivor family that is living in one of the RV/Camper trailers located at 701 Ridge Road. This family is still trying to purchase a lot so they could get a permanent home. **Board action.**

6. For your information, the following is an update from Ms. Angela Webster at Community Action Agency on their permanent housing list. *Community Action Agency's list shows a total of (15) Limerock Fire survivors leasing camper trailers from Capital Area Community Action Agency. They have (4) survivors in permanent housing, but only (3) were leasing camper trailers. The first of these four to receive permanent housing was 691 Ridge Road. The (3) survivors leasing camper trailers were:*

- 743 Buck Street
- 621 Wilderness Road
- 615 Ridge Road

*According to Ironwood Homes, we will receive permanent housing for four survivors this week. Delivery was delayed due to last week's weather conditions.*

- 675 Ridge Road
- 576 Ride Road
- 601 Ridge Road
- 605 Wilderness Road

*One of our survivors (16 Washington Street) was approved by the BOCC to receive the camper trailer she is currently leasing as a replacement for loss of residence.*

*This brings us to a total of (7) survivors in need of permanent housing, and (2) of these survivors are requesting the camper trailers as replacement for loss of residence.*

*(4) survivors of the remaining (5) on our list, have been approved for the CDBG. These four families are experiencing some challenges with ownership of land.*

*Tress and Angela met with the Pastor of the church that adopted one of the families, and he has agreed to purchase land for the family @ 714 Buck Street.*

*This leaves us with (3) families experiencing challenges with land, but I am working with them to overcome these challenges.*

*Our remaining family would be 606 Wilderness Road, they are requesting a new mobile home, however they are not eligible for CDBG because they did not own a home only an RV.*

7. The County has received a letter from the United States Department of Agriculture's Forest Service that new recreation fee changes will be implemented on July 26<sup>th</sup> to assist the department with maintaining sites and trails. A letter stating the affected campgrounds and day use areas along the changed rates is attached to my report.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BEAUTIFICATION GRANT APPLICATION**  
**Part I**

**GENERAL INSTRUCTIONS:** Statutory requirements for the Beautification Grant Program are found in Section 339.2405, Florida Statutes. Within Rule Chapter 14-40, Florida Administrative Code, are sections dealing with the grant application process, grant award process, and funding, construction, and maintenance of beautification projects. These documents can be reviewed on the FDOT website, <http://www.fdot.gov/designsupport/highwaybeautification/>.

When a decision is made to apply for a Beautification Grant, please immediately notify the District Grant Coordinator. A directory of Grant Coordinators is posted on the program website. The Grant Coordinator will provide guidance, and help ensure that no Department projects are in conflict with the grant project. Grant applications for landscape projects in conflict with other Department projects will not be accepted.

**SUBMISSION:** Please complete all items in this application. A complete grant application includes digital copies of the following:

- 1) One illustrative plan proposal. The illustrative proposal can include existing site photos, sketches or renderings, and any narrative and labels to accurately describe the project. The plan must be legible when printed at 11"x17" size. Only one page will be accepted.
- 2) Form 650-050-10, Application Form, Part I
- 3) Form 650-050-10, Application Form, Part II (Submit a pdf of the excel document)
- 4) A copy of the signed resolution
- 5) Letter of Authorization from the Department
- 6) Optional letters of support

To be eligible for a grant, digital copies of the above 6 items are to be submitted online by **October 1, 5pm EST**. (If October 1 falls on a weekend or holiday, the deadline will be the next following business day.) Late or incomplete applications, or any addendums or changes will not be accepted.

Grant applicants should contact the District Grant Coordinator at least **one week prior to the deadline** to gain access to the online system that will accept the online submission of applications.

**DIGITAL FILE ORGANIZATION:** Include only the 6 files listed above in the online submission. If multiple pages are to be included, package the files together into one file. For instance, if multiple letters of support are to be submitted, scan and bundle all of the letters into one .pdf file. There is a **250 MB** maximum file size allowed for each attachment. Clearly mark the files using the following naming methodology: 0\_Submission Name\_Grant Applicant\_Year

Example:

- 1\_GraphicProposal\_Florida City\_2017
- 2\_ApplicationFormPt1\_Florida City\_2017
- 3\_ApplicationFormPt2\_FloridaCity\_2017

- 4\_Resolution\_FloridaCity\_2017
- 5\_LetterofAuthorization\_FloridaCity\_2017
- 6\_LettersofSupport\_FloridaCity\_2017

**ATTRIBUTES:** Grant Reviewers will evaluate the proposed beautification project on the following attributes: Aesthetic Value, Cost Effectiveness, Feasibility of Installation and Maintenance, Compliance with State and Federal Regulations, Litter Prevention, Level of Local Support, Context Appropriateness, Low Maintenance & High Impact, Appropriate Plant Palette, and other factors.

**APPLICANT INFORMATION:**

Applicant Name (Local Government Entity as defined in Section 11.45, F.S. or a local beautification council as established in accordance with Section 339.2405(9), F.S.): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position or Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Contact's Email: \_\_\_\_\_

This application is for a grant in current fiscal year: \_\_\_\_\_ REDI Community (Yes/No): \_\_\_\_\_

**PROJECT SUMMARY:**

County: \_\_\_\_\_ City: \_\_\_\_\_

U.S./S.R.#: \_\_\_\_\_ Local Name: \_\_\_\_\_

Length of Project: \_\_\_\_\_ (Miles or Feet)

From: \_\_\_\_\_  
(Must indicate mileposts and visible landmarks, i.e. intersections)

To: \_\_\_\_\_  
(Must indicate mileposts and visible landmarks, i.e. intersections)

**GRANT SUMMARY (See Form 650-050-10, Part II):**

Amount requested: \$ \_\_\_\_\_

Applicant's match: \$ \_\_\_\_\_

Estimated Total Project Cost: \$ \_\_\_\_\_

**APPLICANT ASSURANCES:** The person preparing this Application should initial each of the following to indicate that the Application is complete.

- All existing agreements between applicant and Department are in good standing.
- Resolution:** The applicant's governing body (local government entity, as defined in Section 11.45, F.S.) must have passed a resolution or resolutions approving the grant application and authorizing the individual who signs the grant application for the applicant to execute agreements and documents associated with the grant and maintenance of the landscape project. A copy of such resolution or resolutions must be included with the application.
- Applicant has reviewed the **State of Florida Beautification Grant Standard Agreement, form 650-050-010, part 3,** language.
- The **Application** is complete as listed on page one of this form.
- The Project will meet all the **Department of Transportation requirements** pursuant to Rule 14-40.003.

**PREVIOUS GRANTS:** Describe the locations and dates of Beautification Grants received in the past ten (10) years. Have the project locations been maintained and cared for? Please describe the status of past projects. \_\_\_\_\_

**The undersigned hereby certifies that all requirements of the grant program are understood, and that all information provided with this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.**

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

Date: \_\_\_\_\_

Position/Title: \_\_\_\_\_

**Contract Number** \_\_\_\_\_

**FM No. 000000-0-00-00**  
**FEID No: 00-00-0000000**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and \_\_\_\_\_, political subdivision of the State of Florida, located at \_\_\_\_\_, hereinafter called the RECIPIENT.

**WITNESSETH**

**WHEREAS**, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number** \_\_\_\_\_ for landscape improvements in \_\_\_\_\_ **County, Florida, located at** \_\_\_\_\_, herein after referred to as the Project. Refer to **Exhibit “A”** for a detailed Scope of Services and **Exhibit “B”** for a set of Project Plans attached hereto and made a part hereof; and

**WHEREAS**, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

**WHEREAS**, the Florida Legislature has appropriated the amount of \$\_\_\_\_\_ in Fiscal Year \_\_\_\_\_ to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

**WHEREAS**, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

**WHEREAS**, the RECIPIENT by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit “G”**.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.
4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT’S input in its decisions.
5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit “B”**. The total cost of the Project is estimated at \$\_\_\_\_\_. The DEPARTMENT agrees to pay up to a maximum amount of \$\_\_\_\_\_ for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT’S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.
7. The RECIPIENT shall:
  - (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and
  - (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.

**CEI Requirement (Check where applicable)**

9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.
10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or \_\_\_\_\_, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.
12. The RECIPIENT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15<sup>th</sup> day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E"**.
15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.
16. There shall be no reimbursement for travel expenses under this Agreement.
17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the RECIPIENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.
18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 12 has been met.
20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.
21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
25. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”
26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Recipient, as a “nonstate entity” as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “F”** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient’s fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
- iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
  - viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- (c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- (d) The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.
31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the RECIPIENT's contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
33. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E"**. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

34. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:  
State of Florida Department of Transportation

If to the RECIPIENT:

_____	_____
_____	_____
Attention: _____	Contact: _____
Title: _____	Title: _____
A second copy to: _____	With a copy to: _____

35. LIST OF EXHIBITS

- Exhibit A: Scope of Services
- Exhibit B: Project Plans
- Exhibit C: Permit Requirements
- Exhibit D: Deliverables
- Exhibit E: Landscape Maintenance Memorandum of Agreement
- Exhibit F: State Financial Assistance (Florida Single Audi Act)
- Exhibit G: Agency Resolution

**IN WITNESS WHEREOF**, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution \_\_\_\_\_, hereto attached.

BOARD OF COUNTY COMMISSIONERS  
\_\_\_\_ COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Authorized Signature

NAME: \_\_\_\_\_  
(Print/Type)

TITLE: \_\_\_\_\_  
(Print/Type)

BY: \_\_\_\_\_  
Authorized Signature

NAME: \_\_\_\_\_  
(Print/Type)

TITLE: \_\_\_\_\_  
(Print/Type)

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_

Print Name \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

LEGAL REVIEW:

\_\_\_\_\_  
Name, County Attorney

\_\_\_\_\_  
Office of the General Counsel (Date)

**EXHIBIT A**  
**SCOPE OF SERVICES**

The RECIPIENT (\_\_\_\_\_ Board of County Commissioners) agrees to make certain landscape improvements on \_\_\_\_\_, **Florida**, and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by \_\_\_\_\_, **dated** \_\_\_\_\_. The following conditions shall apply:

- (a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
- (b) Lateral offset as specified in the Design Manual or Plans Preparation Manual.
- (c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.
- (d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
- (e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.
- (f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.
- (g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at \_\_\_\_\_ at least 48 hours in advance.
- (h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

**EXHIBIT B**  
**PROJECT PLANS**

Please see attached plans prepared by:

\_\_\_\_\_

of \_\_\_\_\_

Dated \_\_\_\_\_

**EXHIBIT C**

**PERMIT REQUIREMENTS**

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"), also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is \_\_\_\_\_ at \_\_\_\_\_ located at \_\_\_\_\_, Telephone number \_\_\_\_\_, Email address \_\_\_\_\_.
3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- 16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at \_\_\_\_\_.
- 17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- 18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
- 19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Name \_\_\_\_\_  
Florida Department of Transportation Public Information Office  
\_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_  
Phone \_\_\_\_\_

**EXHIBIT D**

**DELIVERABLES**

**\*THE RECIPIENT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM  
THESE DELIVERIBLES AS SHOWN IN EXHIBIT B**

***PLEASE SEE ATTACHED***

**DELIVERABLES:**

**Florida Beautification Grant**

**FM#** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ESTIMATED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>
<b>Landscape - Large Plants</b>	Furnish & Install Trees, Palms, and Shrubs	0	EACH
Name	Spec		
<b>Landscape - Small Plants</b>	Furnish & Install Shrubs / Gr. Covers	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
<b>Landscape - Other</b>	Furnish & Install Sod and Mulch		
Sod (Square Foot Area)	Certified, Disease, Pest, & Weed Free	0	EACH
<b>Irrigation</b>	Install Irrigation System per Plans		
Irrigation System, Complete - Per Plans	Extend Exist. Irrigation into New Areas	0	L.S.

**EXHIBIT E**

**LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

***PLEASE SEE ATTACHED***

**EXHIBIT F**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL

**CSFA Number:** 55.003

**\*Award Amount:** \$ 0

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.003 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**EXHIBIT G**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



*The Law Office of Thomas M. Shuler, P.A.*  
*Apalachicola, Florida 32320*

Phone: 850-653-1757

Fax: 850-653-8627

Email: [mshuler@shulerlawfl.com](mailto:mshuler@shulerlawfl.com)

Mailing Address:

40-4<sup>th</sup> Street

Apalachicola, FL 32320

July 11, 2019

To: Franklin County Board of County Commissioners  
From: Thomas M. Shuler, Esquire  
Re: July 16, 2019 meeting

---

**ACTION ITEMS**

**1. NIKOL TSCHAEPE CONTRACT**

A draft of the contract between Franklin County and Nikol Tschaepe is attached for the board's consideration. A copy was delivered to Ms. Tschaepe for her consideration on 7/11/19.

After consideration, I am of the opinion that this re-arrangement of duties is not prohibited by the Agency for Healthcare Administration.

Mr. Moron tells me that Mr. Joe Bynum stated that USDA will not make any decision on Ms. Tschaepe's qualifications until the board elects to move forward with the project. I've asked Mr. Bynum to clarify this statement.

**BOARD ACTION REQUESTED:** I recommend that the board approve the contract and authorize the chairman to sign it.

**2. Franklin County Tax Collector – Tax Deed Refund**

Mr. Richard Watson, Franklin County Tax Collector, has informed that he has determined that a refund of \$7,250.28 is due to Mr. James R. Woodward of Carrabelle, Florida due to an error in the public records concerning a tax deed issued on June 3, 2019.

In summary, the tax certificate purchased by Mr. Woodward described a parcel of a certain size. Years later after Mr. Woodward applied for a tax deed, the public record was corrected by the Property Appraiser, which resulted in a parcel of land materially smaller than the parcel Mr. Woodward thought he was obtaining title to.

Mr. Watson will issue a check from his office for this payment using current year tax collections.

The legal description of the property is the North half of Lot 14 and the West half of Lot 15, Block 17, KELLY'S PLAT, CARRABELLE, FRANKLIN COUNTY, FLORIDA, according to the map in current use in the public records of said county.

A copy of Mr. Watson's 6/25/19 memorandum to me is attached.

Since title to the land will be re-conveyed by Mr. Woodward to Franklin County, I wanted you to be informed of this matter and accept the conveyance.

**BOARD ACTION REQUESTED:** I recommend that the board accept title to the real estate in question as set forth hereinabove.

**3. SGI Overlay Matter – C4 Residences with no commercial uses**

Last meeting, I informed you that approximately two months ago, myself and Mr. Curenton were contacted by a representative of a group of property owners on St. George Island, Florida inside the overlay district from 3<sup>rd</sup> Street East to 3<sup>rd</sup> Street West. These properties consist of the shotgun houses there which are exclusively residential with no commercial retail on the first floor and are commonly rented out for transient rental purposes. I have referred to such structures as "C4 Residences" as a convenience.

What these property owners are requesting is that you consider holding a public hearing to amend the "Overlay District" so that their current C4 Residential Structures can be rebuilt with purely residential/transient rental uses with no first-floor commercial uses. In short, they want to be grandfathered from the current requirement of the SGI Overlay that all C4 zoned properties must have a ground floor retail space with no residential or transient rental on the ground floor allowed.

**BOARD ACTION REQUESTED:** I recommend that you refer this request to planning and zoning for their review and comment concerning this request.

**4. POSSIBLE LAND SWAP – ALLIGATOR DRIVE'S EASTERN INTERSECTION WITH TOM ROBERTS ROAD ("Intersection")**

In the absence of Mr. Alan Pierce, I have participated in discussions concerning a possible acquisition of lands to re-configure the Intersection of Alligator Drive and Tom Roberts Road at Alligator Point. On 7/11/19, I called Mr. Pierce to discuss this matter, but could not get him on the phone, so I am presenting this subject matter without any communication or clarification from him.

As you recall, Alan stated that time was of the essence in bringing to a conclusion the determination whether the Intersection would be rebuilt in its original location or re-aligned through the acquisition of two parcels of land. I believe he mentioned a 60-day window of time at the last board meeting.

Commissioner Boldt has been in communication with the two landowners concerning land necessary to improve the intersection. The discussion is whether the County can acquire

two small parcels of land in order to eliminate the current sharp curve and replace it with a more-gentle curve, which would improve motorized traffic at this intersection.

The Alligator Point Water Resources District (“APWRD”) is one owner and the other parcel is in private ownership.

There is approximately 4,600 SF of private land that would be necessary for the project to re-align this Intersection. See attachments showing the proposed re-alignment and the property owners.

It seems that the APWRD may be in a position to assist the County by swapping an equal number of square feet of land with the private property owner. The District has requested that Franklin County send it an official request which it will take-up at their next monthly meeting. I’m told their next meeting is on July 20, 2019.

Another issue is that around 2009 when Tom Roberts Road was re-paved by the private developer of the South Shoals subdivision (now owned by Franklin County), the developer built the road partly on property owned by the District.

It would seem appropriate for the County to ask the ARPD to officially transfer the r/o/w for Tom Roberts from the APWRD to the County.

I have not directly contacted the APWRD, so I do not know if they want any payment from the County or not.

**BOARD ACTION REQUESTED:** Discussion and action on whether to make an official request for the APWRD to consider offering a land swap of approximately 4,600 square feet of land with the private land-owner and request the APWRD to execute a deed conveying to the County such lands as are need to re-align the right-of-way at the Intersection of Alligator Drive and Tom Roberts Road.

#### INFORMATIONAL ITEMS

##### **5. Apalachicola and Carrabelle – Issue of alleged county roads inside city limits**

Subsequent to your 7/2/19 meeting I have been separately contacted by representatives of the two cities concerning their position that certain roads inside their respective city limits are county owned roads, not city owned roads. The issue is who is financially responsible for repairs, maintenance and liability associated with the roads.

The roads in question in Carrabelle are Ryan Drive (this is the one with the apparently failing box culvert), Timber Island Road (the one with the bridge) and part of C30A running from the mouth of the Carrabelle River to the east within city limits. Another part of C30A is in the county near where it intersects with Hwy. 98 east of Carrabelle and is the county’s responsibility.

The road in question in Apalachicola is 12<sup>th</sup> Street running north from Hwy. 98 to the city limit at 26<sup>th</sup> Street (basically just the other side of the cemetery curve). Another part of 12<sup>th</sup> Street is in the county and is our responsibility.

I informed the cities representatives that the county's decades old policy is that roads within the city are city owned roads for which they are legally responsible, unless they could show that the county had otherwise accepted a dedication or was legally responsible in a manner unknown to the county.

I also explained that the issue of mutual aid and assistance was distinct from the issue of who owned the roads and was legally responsible for them. I also told them that the county in the past had been willing to be helpful as time and resources allowed, but that helping out does not mean that the county accepted ownership for the roads in question, any more than it means that the county owns all the streets that we pay to pave inside the two cities.

I'm confident that each city is going to examine the matter to determine if they had a solid legal position concerning the county's ownership and responsibility for the roads listed hereinabove.

**6. Apalachicola Airport – Lease renewal and T-Hanger Rent Collection**

A final draft of the proposal was sent to Centric on 7/11/19 for their consideration.

Still outstanding is the matter of how FDOT may require that Franklin County begin collecting T-Hanger rent instead of Centric Aviation. I have contacted FDOT representative Quinton Williams about this matter. A copy of my email to him is attached.

**7. Juan Gil vs. Franklin County (ADA Website Accessibility Lawsuit)**

I filed my Motion to Dismiss on July 2, 2019. I was immediately contacted by Plaintiff's counsel, who has a July 16, 2019, deadline to respond.

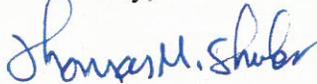
Plaintiff's counsel stated a desire to enter into a reasonable settlement that would entail that going forward the county will agree to make its records readable by those with visual handicap or blind, but not require the County to convert existing on-line records. To date (7/12/19), I received no written settlement offer.

**8. Alan Feffer Public Record Request**

Mr. Feffer has made a public record request to Weems Hospital which essentially relates to the possible construction of a new hospital and inquired about an allegedly closed finance committee meeting. Mr. Feffer has been kept informed of the progress of our response.

At present, I am waiting on HD to provide me with all of his emails relating to the lapse in workers compensation coverage.

Sincerely,



Thomas M. Shuler  
Franklin County Attorney

enc: as stated

***Franklin County Non-Exclusive Contract for  
Plant Manager and Hospital Construction Manager  
Services for George E. Weems Memorial Hospital  
By Independent Contractor***

THIS CONTRACT, including Exhibit "A", is made this the    day of July, 2019, by and between Ms. Nikol A. Tschaepe (sometimes herein referred to as "Independent Contractor" or "Ms. Tschaepe") and the Franklin County, a political subdivision of the State of Florida (herein referred to as "County" of "Franklin County"). .

**RECITALS**

WHEREAS, Franklin County requires the services of a qualified person to perform services for Franklin County as the plant manager at the George E. Weems Memorial Hospital (Sometimes referred to as "Hospital") and to perform services for the County as a construction manager for the construction of a new hospital, including renovations of the current Hospital; and,.(Sometimes referred to as "Services")

WHEREAS, these Services shall include, but not necessarily be limited to, the services listed in composite Exhibit "A" together with such other services as are reasonably related to the Services, including acting as the alternate Liaison on behalf of the County, authorized to meet and confer with the Hospital Board and the Hospital's Chief Executive Officer concerning her Services; and,

WHEREAS, the Services shall be rendered in a manner that does not violate any federal, state and local laws, rules and regulations; and,

WHEREAS, the Services shall be performed in a fiscally prudent and publicly responsible manner consistent with the regulations of the Florida Agency for Health Care Administration and the United States Department of Agriculture requirements and also subject to the public's trust; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

**1.0    Services**

**1.1    Scope of Contracted Services:**

All of the preceding recitals are incorporated herein and made a part of this non-exclusive contract.

Contractor shall provide the Services as described in Exhibit A and such other services as are reasonable related to the Services, including acting as the alternate Liaison on behalf of the County, authorized to meet and confer with the Hospital Board and the Hospital's Chief Executive Officer concerning her Services..

Ms. Tschaepe represents that prior to her execution of this non-exclusive contract she has had a reasonable opportunity to review and inform herself of the last set of plans and budget approved by the USDA and Franklin County for the construction of the new Hospital.

**1.2    Standard of Care:**

The Services shall comply with all federal, state and local laws, rules and regulations and Ms. Tschaepe shall perform in a manner that conforms to the generally accepted standard of care in the industry to applicable to the Project at the time of performance.

Furthermore, Ms. Tschaepe shall perform the Services under this non-exclusive contract in compliance with all federal, state and local laws, rules and regulations at the level customary for competent and prudent persons performing such services at the time and place where the services are provided.

**1.3 Responsibility for Services:**

Ms. Tschaepe is solely responsible for the quality, technical accuracy, timely completion, and the coordination of all of her Services.

**1.4 Subcontractors:**

Ms. Tschaepe shall not subcontract any of her Services without the prior written agreement of Franklin County.

**1.5 Project Developments:**

Ms. Tschaepe shall give prompt written notice to Franklin County whenever she observes or otherwise becomes aware of any development that she knows or reasonably should know affects the scope or timing of Contractor's services.

**2.0 THE COUNTY'S RESPONSIBILITIES**

The COUNTY shall do the following in a timely manner:

**2.1 The County's Representative:**

The County will designate a representative having authority to give instructions, receive information, define the County's policies, and make decisions with respect to Ms. Tschaepe's Services.

**2.2 Project Criteria:**

Provide criteria and information as to the County's requirements for the Services required by this non-exclusive contract, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the County.

**2.3 Responsiveness:**

Respond to Ms. Tschaepe's request for decisions or determinations.

**2.4 Meetings:**

Hold or arrange meeting required to assist in the Services required by this non-exclusive contract.

**2.5 Project Developments:**

Give prompt written notice to Ms. Tschaepe whenever Franklin County observes or otherwise becomes aware of any development that it knows or reasonably should know affects the scope or timing of her Services.

**3.0 PERIODS OF SERVICE:**

**3.1 Term:**

This Agreement shall be in effect for 12 consecutive months from the effective date, with a single one-year extension available upon mutual consent of the parties.

#### 4.0 COMPENSATION AND FINANCIAL CONSEQUENCES

##### 4.1 **Contractor Services:**

For the Term of this non-exclusive contract, Franklin County shall pay Ms. Tschaepe an annual contract fee of \$60,000.00 USD, to be paid in 12 monthly payments in arrears. Invoices are to be submitted to Franklin County at 33 Market Street, Suite 203, Apalachicola, FL 32320, (850) 653-8861x111.

Invoices are due on or before the Thursday occurring the week prior to the First Tuesday of each month and are payable by Franklin County on the First Tuesday of each month after receipt of an invoice.

#### 5.0 GENERAL CONSIDERATIONS

##### 5.1 **Amendments to Non-Exclusive Contract:**

The parties may only amend this non-exclusive contract in a subsequent writing signed by all parties. Oral amendments are not authorized.

##### 5.2 **PUBLIC RECORDS:**

Franklin County is a governmental agency subject to Chapter 119, Florida Statutes, which is known as the public records law. Regardless of the medium, whether paper or electronic or any other format, all papers or documents made, or received, by the Independent Contract pursuant to this non-exclusive contract are public records and must be made available upon request by Franklin County or any member of the public, unless an exemption applies.

If the Independent Contract receives a request for public records, it shall notify Franklin County of the request the next business day and provide a copy of the request to Franklin County. The contract persons for the receipt of this information are Lori Hines, deputy clerk, 850-653-8861, x100 and emailed to her at [lhines@franklinclerk.com](mailto:lhines@franklinclerk.com) and copied to Michael Moron, County Coordinator, at 850-653-9783x155 and emailed to him at [michael@franklincountyflorida.com](mailto:michael@franklincountyflorida.com). The Independent Contractor will provide a response to a public records' request only after it consults with Franklin County to determine whether an exemption to the public records request applies.

##### 5.3 **Dispute Resolution:**

If the parties have any dispute concerning this non-exclusive contract, the aggrieved party shall notify the other in writing of the nature of the dispute and the parties will thereafter attempt to negotiate a resolution of the dispute within three business days-time. Should negotiation be unsuccessful, the parties will attempt to mediate the dispute by an agreed upon third party with seven business days, who does not necessarily have to be mediator certified by the Florida Supreme Court. If mediation is unsuccessful, then either party may elect to terminate this non-exclusive contract upon the provision of three business days written notice and such termination shall be without liability of cost. Notice may be delivered via text message, email or social media, such as Facebook.

Notwithstanding this agreement to try and reasonably resolve disputes, nothing herein shall prevent Franklin County from continuing the plant operations at the Hospital or continuing the construction project to build a new hospital.

**5.4 Insurance:**

The Independent Contractor will maintain insurance against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from her performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.

**5.5 Indemnification:**

The Independent Contractor hereby agrees to indemnify and hold the Franklin County harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of the Independent Contractor for the Services she provides to Franklin County pursuant to this non-exclusive contract. including the failure of the Contractor to comply with all federal, state and local laws, rules and regulations.

**5.6 Interpretation and Venue:**

This Agreement shall be interpreted in accordance with the laws of the State of Florida Exclusive venue for any dispute arising under or related to this Contract shall only be in Franklin County, Florida and not any other place.

**5.7 Assignment**

The Agreement shall not be assigned in whole or in part to any third parties without the written consent of the COUNTY.

**5.8 Independent Contractor:**

CONTRACTOR represents that it is an independent contractor and is not an employee of the COUNTY.

**5.9 Notices:**

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of deposit into the United States Postal Service or other national courier service or delivery by email, text or social media.

For purposes of notice to Nikol A. Tschaepe:

1520 East Gulf Beach Drive, St. George Island, Florida 32328. 850-387-5393.  
nikol.tschaepe@icloud.com

For purposes of notice to Franklin County:

Original to Lori Hines, deputy clerk, at 33 Market Street, Suite 203, Apalachicola, Florida 32320, whose phone number is 850-653-8861, x100 and emailed to her at [lhines@franklinclerk.com](mailto:lhines@franklinclerk.com) and copied to Michael Moron, County Coordinator, at 850-653-9783x155 and emailed to him at [michael@franklincountyflorida.com](mailto:michael@franklincountyflorida.com).

**5.10 Entire Agreement**

This non-exclusive contract is the entire agreement between the parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated

herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by both of the parties

**5.11 Waivers and Severability:**

A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. One, or more waivers, of any term, condition or covenant by a party shall not estop that same party from insisting upon strict compliance of any such term, condition or covenant upon future violation. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**5.12 Effective Date:**

This Agreement is effective on August 1, 2019 and ends on July 31, 2020.

**FRANKLIN COUNTY, a political  
Subdivision of the State of Florida**

By: \_\_\_\_\_

Noah Lockley, Jr., Its Chairman

Dated: July \_\_\_\_, 2019

By: \_\_\_\_\_

Nikol A. Tschaep

Dated: July \_\_\_\_, 2019

DRAFT

# Richard Watson

Franklin County Tax Collector  
rwatson@franklincountytaxcollector.com

Apalachicola Office  
33 Market Street, Suite 202  
Post Office Drawer 188  
Apalachicola, Florida, 32329  
850.653.9323  
Fax 653.2529

Carrabelle Office  
1647 Highway 98 E  
Carrabelle, Florida 32322  
850.697.3263  
Fax 653.2457



## MEMO

**TO:** Michael Shuler, Esq.  
**FROM:** Richard Watson, Tax Collector *RW*  
**RE:** Tax Deed Application 363/2011  
**DATE:** June 25, 2019

---

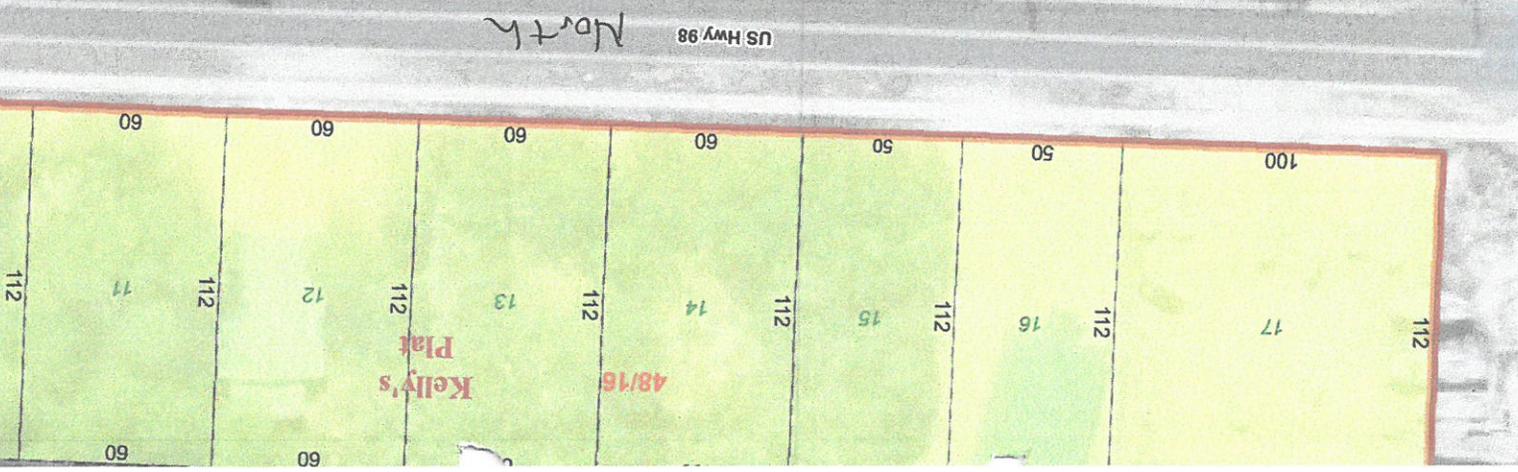
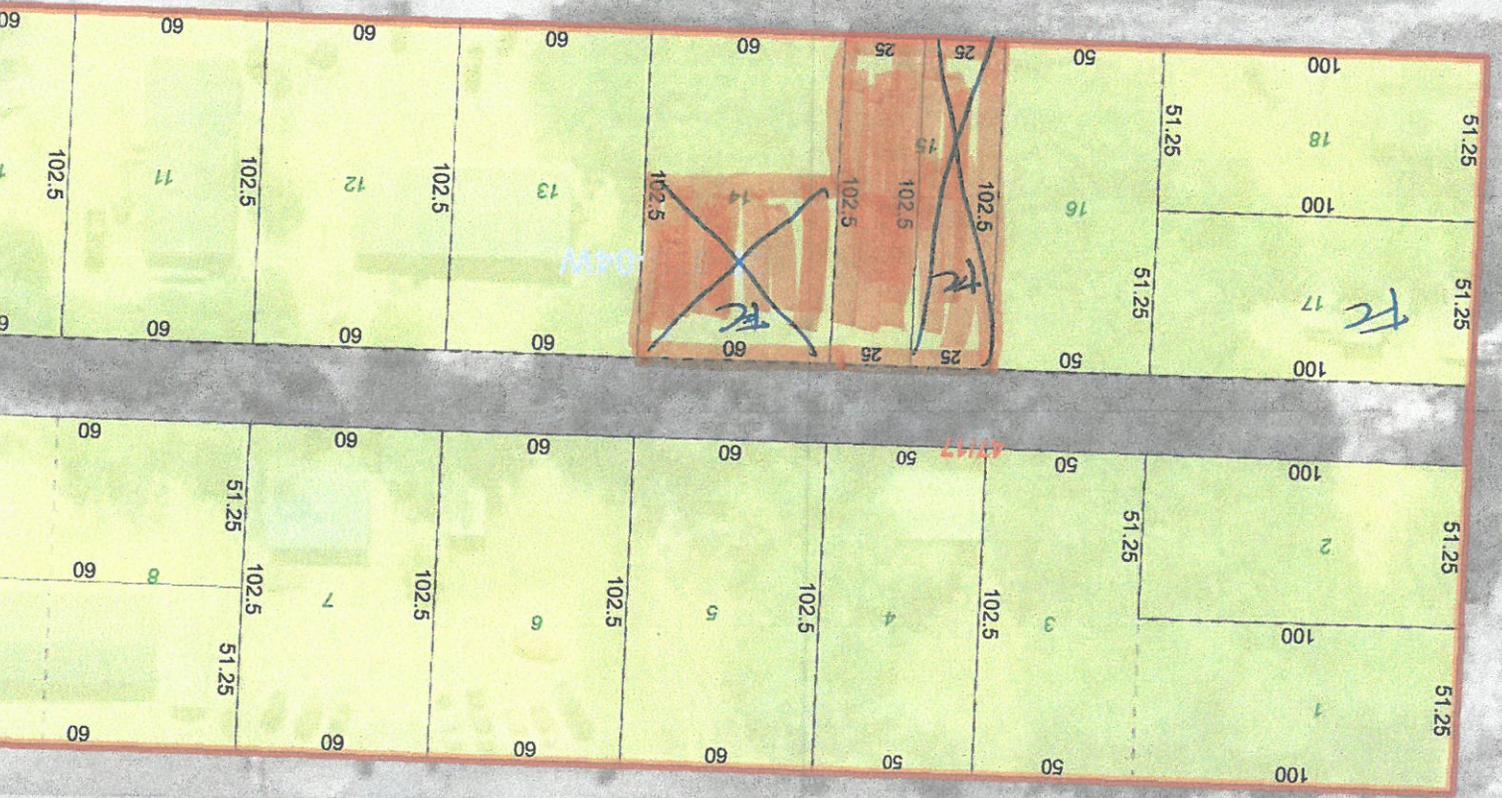
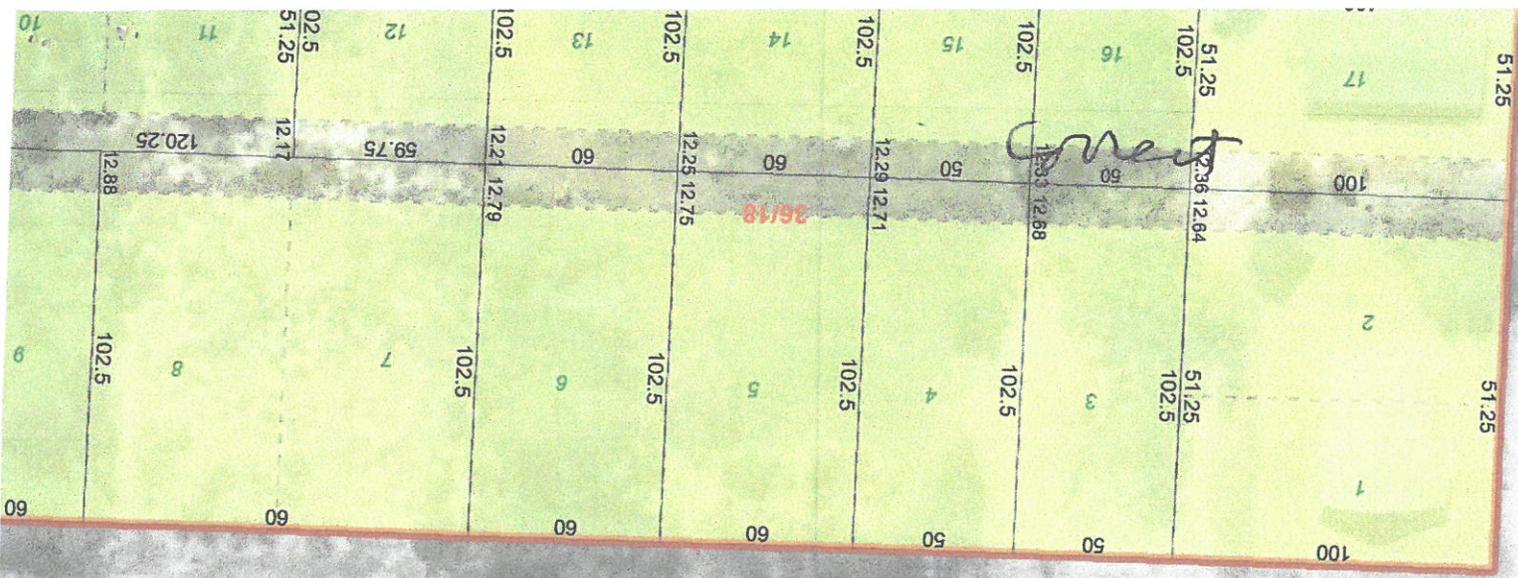
It has come to my attention that a tax deed sale was held on June 3, 2019 (TDA 363/2011) on Delinquent Tax Certificates which were improperly sold by Franklin County Tax Collector in 2011 et seq. The initial certificates were sold on E ½ of Lot 15 and the N 1/2 of Lot 14, Block 17 in Kelly; Plat Carrabelle, Franklin County Florida when the proper description should have been the W ½ of Lot 15. A sketch of the subject property is attached. This error renders the lots unbuildable. The applicant requested that the tax sale be postponed to resolve the discrepancy in the legal description, but, under advice of counsel, the sale proceeded.

Demand (attached) has been made by the applicant of the tax deed and the grantee, James R. Woodward, for reimbursement of the funds he expended. A copy of the Clerk's Certification for \$7,480.29 is attached. Mr. Woodward has also requested reimbursement for the recording of the deed (\$10) and the documentary taxes (\$60.40) he paid on the deed. His demand is warranted.

Will you draft a deed from James R. Woodward to Franklin County? I will issue a check for \$7,250.28 to cover the cost of the reimbursement. A copy of the tax deed is attached. Funds for this payment will come from undistributed funds due Franklin County in the office property tax account.

Tax Certificates are outstanding on the E1/2 of Block 17. It will be my intention to request that the county apply for a tax deed on this parcel so that a buildable lot will be owned by the county for possible resale.

If you need any additional information, please let me know. If possible, I would like get the deed signed prior to June 30, 2019.



Apalachicola Office  
33 Market Street, Suite 202  
Post Office Drawer 188  
Apalachicola, Florida, 32329  
850.653.9323  
Fax 653.2529

**Richard Watson**  
Franklin County Tax Collector  
rwatson@franklincountytaxcollector.com



414-8100  
334 ~~0000-0000~~

Carrabelle Office  
1647 Highway 98 E  
Carrabell, Florida 32322  
850.697.3263  
Fax 653.2457

Mr. James R. Woodward

PO Box 352

Carrabelle, FL 32322

RE: Parcel 29-07S-04W-4200-0017-0140

Dear Mr. Woodward:

I acknowledge receipt of your letter dated June 4, 2019. I am reviewing the options available to address your request. I will try and get back to you by the end of next week.

Sincerely,

A handwritten signature in cursive script that reads "Richard Watson".

Richard Watson

June 4, 2019

James R. Woodward  
P O Box 352  
Carrabelle, FL 32322

Mr. Richard Watson  
Tax Collector for Franklin County  
P O Drawer 188  
Apalachicola, FL 32329

Dear Mr. Watson:

I am writing in reference to the tax deed auction of June 3, 2019 for parcel number R-29-075-04W-4200-0017-0140.

Discussion was had about the problems you experienced with ownership of this property and the reduction of the property size. The advertisements for seven years reflected by these tax certificates describe the parcels as "BL17 47 Lot 14 and W 1/2 lot 15 QQ453 or /721/347 .195 ac".

Although the May 2019 advertisement is not pertinent to the tax deed auction, it does show that the property has been reduced by one half of Lot 14. The tax certificates I bought for this parcel reflect all of Lot 14 and W 1/2 of Lot 15. I am now told the parcel is only 25 feet wide by 100 feet deep. With this change made to the parcel, the lot is no longer a buildable residential lot. The only use for a lot this narrow is an easement. I cannot imagine the tax, penalties and interest of an easement being valued at over \$7600.00 which is what I invested in it.

As you will recall, I asked that the auction be postponed until this matter could be resolved. This was not allowed by the Clerk of Courts since it 'had been advertised'. I also mentioned my disliking the changes to the lot. I paid everything I was asked to pay in your office during May 2018, so I had no way to stop this auction.

To sum this up, it appears this parcel was in an administrative mess that required correction. The fault of this problem stemmed from the owners, not the person buying the tax certificates. However, it seems that after the required advertisements were properly made and the tax certificate sales were final, boundaries of the property were changed significantly with no notification to the tax certificate holder. I bought, in good faith, what was advertised each year. The parcel was changed without my knowledge or approval, even though it had been advertised each year as a buildable lot, not an easement.

*Rec'd 6/7/19*

I respectfully request a check be issued in the amount of the monies due, \$7601.40 plus \$70.40 recording fee and accrued interest. This will eliminate the need for any legal action from the certificate holder.

Thank you in advance for your response.

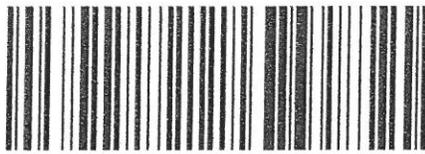
Sincerely,

A handwritten signature in black ink, appearing to be 'J. Woodward', with a long horizontal stroke extending to the right.

James R. Woodward

JR Woodward  
PO Box 352  
Carrabelle FL 32322

CERTIFIED MAIL



7016 2710 0000 7177 9809

FL 32322  
JUN 04 19  
1000



32329

U.S. POSTAGE  
FCM LETTER  
CARRABELLE  
32322  
JUN 04 19  
AMOUNT

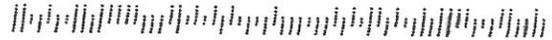
**\$6.8**

R2305K13318

6/6

MR Richard WATSON  
TAX Collector for Franklin  
PO DRAWER 188  
Apalachicola FL 323

32329-018888



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

Date of Tax Deed Application  
**JULY 18TH, 2018**

**Part 1: Tax Deed Application Information**

This is to certify that JAMES R WOODWARD, holder of Tax Sale Certificate Number 363, issued the 27TH day of MAY, 2011, and which encumbers the following described property located in the County of FRANKLIN, State of Florida, to-wit:

29-07S-04W-4200-0017-0140  
LOT 15

BL 17 47 LOT 14 & W 1/2  
QQ-453 OR/721/347

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Certificate Number	Date of Sale	Face Amount of Cert	Interest	Total
363	05/27/11	617.39	530.96	1,148.35
605	05/27/16	404.69	140.29	544.98
449	05/25/18	396.52	19.83	416.35

**Part 3: Other Certificates Redeemed by Applicant (Other than County)**

Certificate Number	Date of Sale	Face Amount of Cert.	Tax Collector's Fee	Interest	Total
550	05/24/13	665.26	6.25	206.23	877.74
542	05/30/14	689.11	6.25	200.99	896.35
514	05/29/15	711.01	6.25	405.28	1,122.54
463	05/26/17	403.73	6.25	80.07	490.05

**Part 4: Tax Collector Certified Amounts (Lines 1-7)**

1. Cost of all Certificates in Applicant's Possession and other Certificates Redeemed by Applicant (\*Total of Part 2 + 3 above).....
2. Delinquent taxes paid by the applicant.....
3. Current taxes paid by the applicant.....
4. Ownership and Encumbrance Report Fee.....
5. Tax Deed Application Fee.....
6. Interest accrued by tax collector under s.197.542,F.S.(see Tax Collector Instr.)...
7. Total (Lines 1 - 6)

Total Amount Paid
5,496.36
0.00
0.00
200.00
75.00
86.57
5,857.93

*Richard Watson, Franklin County Tax Collector*

**Part 5: Clerk of Court Certified Amounts (Lines 8-15)**

8. Processing tax deed fee.....
9. Certified or registered mail charge.....
10. Advertising charge (see s.197.542, F.S.).....
11. Recording fee for certificate of notice.....
12. Sheriff's Fees.....
13. Interest (see Clerk of Court Instructions).....
14. Total (Lines 8 - 13).....
15. Plus one-half of the assessed value of homestead property, if applicable under s.197.502(6)(c),F.S.....
16. Statutory opening bid (total of Lines 7, 14 and 15, if applicable).....

60.00
40.86
336.50
937.60
9102.67 + 377.62 (18)

9TH day of AUGUST, 2018 Tax Collector of FRANKLIN County

> 7480.29

Date of Sale: \_\_\_\_\_

By \_\_\_\_\_

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

Base Cert # 363 2011 Applicant : JAMES R WOODWARD  
 Applic Date 7/18/2018 9990313 : P.O.BOX 352  
 Certify Date 8/09/2018 : CARRABELLE, FL 32322

CertBill#	A/O	Cert#	Sold	Face	TC Fee	Interest	TOTAL	Int%
R0711100I2011	A	363	5272011	617.39		530.96	1148.35	12.00
R0710100I2016	A	605	5272016	404.69		140.29	544.98	16.00
R0712200I2018	A	449	5252018	396.52		19.83	416.35	18.00
R0709000I2013	0	550	5242013	665.26	6.25	206.23	877.74	6.00
R0711100I2014	0	542	5302014	689.11	6.25	200.99	896.35	7.00
R0710000I2015	0	514	5292015	711.01	6.25	405.28	1122.54	18.00
R0710300I2017	0	463	5262017	403.73	6.25	80.07	490.05	17.00

1418.60 APPLICANTS 5496.36 Total Certs 6171.36 \*TOTAL TDA  
 691.08 Int Accrued .00 Curr/Delinq 1012.27 Interest 1.5%  
 2469.11 OTHER(S) 200.00 Title Search 6.25 Redemption fees  
 892.57 Int Accrued 75.00 Applic Fee 7189.88 Balance Due  
 25.00 Redeem fee 400.00 Clerks Fees

Last Pmt 7/18/2018 275.00 Rcpt 117205 Trn 490059 TDA-WOODWARD JAMES  
 (PRESS ENTER TO CONTINUE) Action ? ..

Property Identification No. 29-07S-04W-4200-0017-0140

TAX DEED

STATE OF FLORIDA  
COUNTY OF FRANKLIN

Inst: 201919002432 Date: 06/03/2019 Time: 11:31AM  
Page 1 of 1 B: 1242 P: 546. Marcia Johnson.  
Clerk of Court Franklin County. By: SM  
Deputy ClerkDoc Stamp-Deed: 50.40

The following Tax Sale Certificate Numbered: 363-2011 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on JUNE 3, 2019, offered for sale as required by law for cash to the highest bidder and was sold to James R. Woodward, whose address is PO Box 352, Carrabelle, FL 32322, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida. Now, on June 3, 2019 in the County of Franklin, State of Florida, in consideration of the sum of \$7189.88 being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

North half of Lot 14 and the West half of Lot 15, Block 17, KELLEYS PLAT, CARRABELLE, FRANKLIN COUNTY, FLORIDA, according to the map in current use in the Public Records of said county.

Property Assessed to: Sandra A. Jones as to the North half of Lot 14 and the West Half of Lot 15 by virtue of Deed in Book 721, Page 347 and James Sessions, Jr. and Robert Stanley Sessions and Willie Charles Sessions and Delores Marie Brown as to the North Half of Lot 14 and the West Half of Lot 15 by virtue of Deed in Book 213, Page 458

Marcia M. Johnson, Clerk  
Clerk the of Circuit Court, Franklin County, Florida

Witness:

Lori P. Hines  
Lori P. Hines  
Lauren Luberto  
Lauren Luberto

by Marcia M Johnson  
Marcia M. Johnson  
33 Market Street, Suite 203  
Apalachicola, FL 32320



State of Florida

County of Franklin

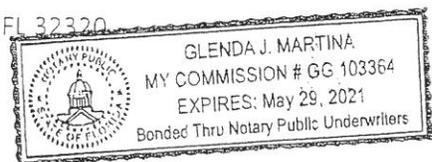
On June 3, 2019, before me, a Notary Public, personally appeared Marcia M. Johnson, Clerk of the Circuit Court, in and for the State of Florida and this county, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purpose therein mentioned.

Witness my hand and seal date aforesaid.

Glenda J. Martina  
Notary Public

Prepared by:

Lauren Luberto, Deputy Clerk, 33 Market Street, Suite 203, Apalachicola, FL 32320.



**THIS INSTRUMENT PREPARED BY:**  
**Thomas M. Shuler, Esquire of the**  
**Law Office of Thomas M. Shuler, P.A.**  
**40 4<sup>th</sup> Street**  
**Apalachicola, Florida 32320**  
**For Franklin County**

---

**Parcel I.D. No:** 29-07S-04W-4200-0017-0140

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of July, 2019, between James R. Woodward, whose address is P.O. Box 352, Carrabelle, Florida 32322, grantor, and Franklin County, a political subdivision of the State of Florida, whose address is 33 Market Street, Suite 203, Apalachicola, Florida 32320, grantee,

WITNESSETH, That said grantor, for and in consideration of the sum of --(\$10.00)--, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in FRANKLIN County, Florida, to-wit:

North half of Lot 14 and the West half of Lot 15, Block 17, KELLY'S PLAT, CARRABELLE, FRANKLIN COUNTY, FLORIDA, according to the map in current use in the public records of said county.

This is not the Grantor's Homestead.

LEGAL DESCRIPTION FURNISHED BY PARTIES AND NOT VERIFIED BY DRAFTER  
THIS DOCUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR SURVEY AND IS  
BASED SOLELY ON FACTS PROVIDED BY EITHER OF THE PARTIES OR AGENT.

SUBJECT TO all easements, restrictions and reservations of record, which are not specifically reimposed by this instrument.

and said grantor does hereby covenants with Grantee that Grantor is lawfully seized of the lands conveyed herein in fee simple; that Grantor has good right and lawful authority to sell and convey said lands; and that Grantor does hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

\*"Grantor" and "grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

\_\_\_\_\_  
James R. Woodward, Grantor

Signed, sealed and delivered in our presence:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged on this \_\_\_\_ day of July, 2019, by James R. Woodward, who is either (\_\_\_\_) personally known to me or (\_\_\_\_) produced \_\_\_\_\_ as identification and who did not take an oath.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Overview



Legend

- Parcels
- Roads
- City Labels

<b>Parcel ID</b>	06-07S-01W-0000-0010-0010	<b>Alternate ID</b>	01W07S06000000100010	<b>Owner Address</b>	ALLIGATOR POINT WATER RESOURCE P O BOX 155 PANACEA, FL 32346
<b>Sec/Twp/Rng</b>	6-7S-1W	<b>Class</b>	VACANT		
<b>Property Address</b>	-	<b>Acreege</b>	n/a		
<b>District</b>	7				
<b>Brief Tax Description</b>	.70 AC M/L IN THE ALLIGATOR (Note: Not to be used on legal documents)				

Date created: 5/28/2019  
Last Data Uploaded: 5/28/2019 7:46:54 AM

Developed by Schneider GEOSPATIAL



Overview



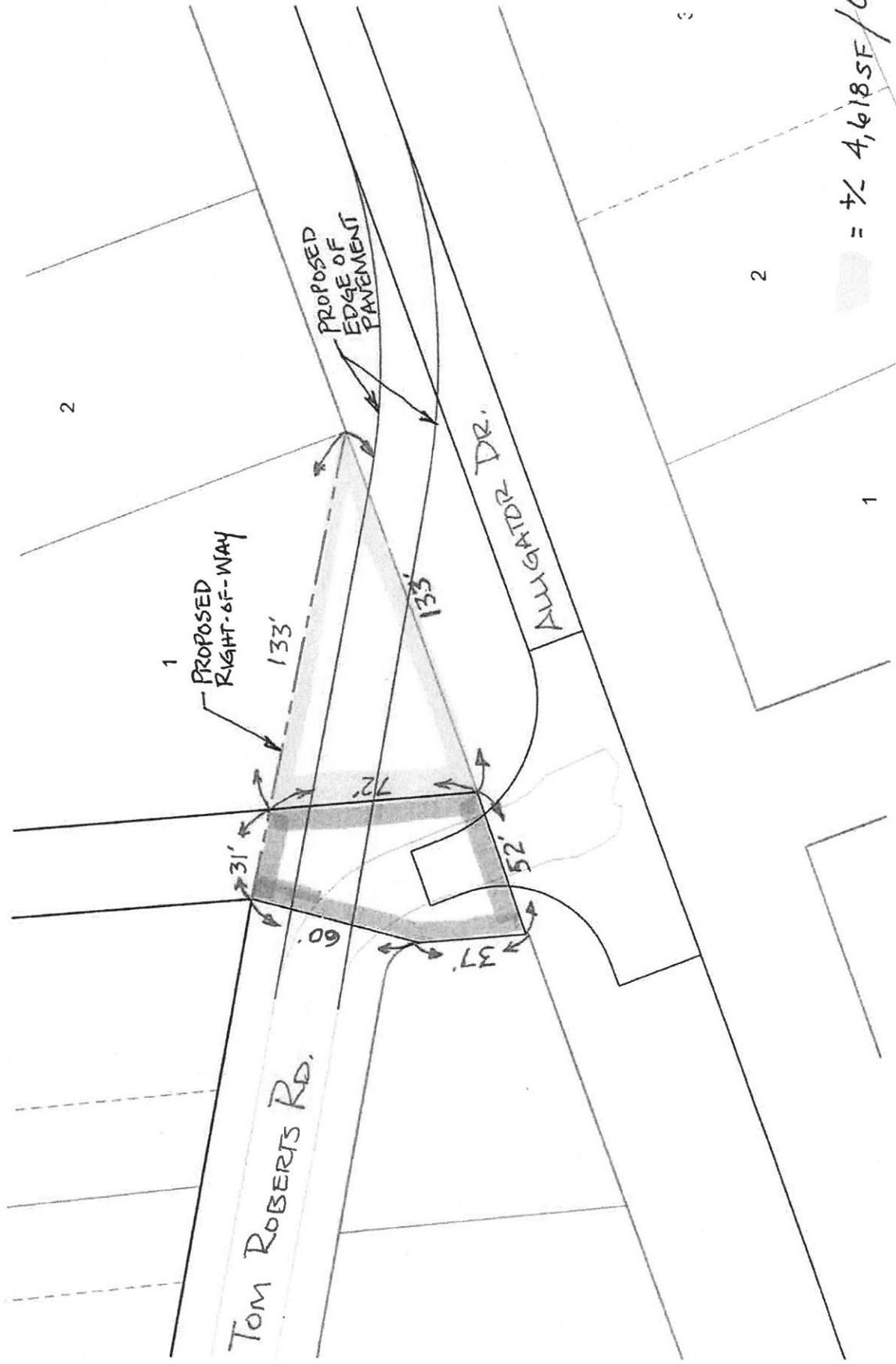
Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	06-075-01W-1041-000D-0010	Alternate ID	01W075061041000D0010	Owner Address	NORMAN GEORGE MICHAEL JR.
Sec/Twp/Rng	6-7S-1W	Class	SINGLE FAM		538 WEST TENN ST
Property Address	1292 ALLIGATOR DR	Acreage	0.413		TALLAHASSEE, FL 32301
District	7				
Brief Tax Description	UNIT 1 BLD LOT 1 PENN POINT				
	(Note: Not to be used on legal documents)				

Date created: 5/28/2019  
 Last Data Uploaded: 5/28/2019 7:46:54 AM

Developed by  Schneider  
 GEOSPATIAL



$\text{Light Gray Shaded Area} = \frac{1}{2} \times 4,618 \text{ SF} / 0.106 \text{ AC}$

$\text{Dark Gray Shaded Area} = \frac{1}{2} \times 3,675 \text{ SF} / 0.084 \text{ AC}$

## Collection of T-hanger rent by FBO operator at Apalachicola Airport

---

From: Thomas Shuler (mshuler@shulerlawfl.com)

To: Quinton.Williams@dot.state.fl.us

Date: Thursday, July 11, 2019, 02:18 PM EDT

---

Mr. Williams:

I am contacting you because I am told that you are the person to contact concerning the subject matter contained in the body of this email. If you are not that person, then please provide me with the name and contact information of the correct person that I should communicate with.

I am presently drafting a lease extension for the Apalachicola Airport between my client, Franklin County, and Centric Aviation, the FBO tenant. The issue of collection of T-Hanger rent by the FBO operator has become an issue; to wit: I understand from Mr. Gordon Hunter that you object to the current lease arrangement in which Franklin County requires the FBO tenant to collect T-hanger rent and that FDOT would not continue grant funding at the airport because of the manner in which T-Hanger rent is, and has been for decades, collected, or words to that effect and my understanding of what Mr. Hunter told me. If you do not have this objection, then please let me know so that I can complete the lease negotiations with Centric.

The understanding between Franklin County and Centric is that the T-hanger rent collected by them supports airport operations at the Apalachicola Airport and maintenance of the FBO and the airport at Apalachicola, though the current lease may not necessarily specify that in writing, that is the meeting of the minds. I understand that this lease structure has been the method of operation for decades with FDOT's knowledge, so I'm unclear why it is now an apparent problem, at least as reported by Mr. Gordon Hunter.

***If FDOT has an official position concerning the T-Hanger arrangement stated above, please respond in writing and include the specific FDOT regulation that you state is being violated so that I can be certain to take that in consideration while drafting and negotiating the proposed lease extension.***

If you are more comfortable with having me communicate with an FDOT attorney on this issue, please provide me with their name and contact information, and then forward this email to them.

Thank you for your consideration and prompt attention to this request.

Respectfully Submitted,

Michael Shuler  
Franklin County Attorney

### **The Law Office of Thomas M. Shuler P.A.**

Shuler Law Offices

40-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

[mshuler@shulerlawfl.com](mailto:mshuler@shulerlawfl.com)

The information contained in this e-mail is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copy of this communication is strictly

prohibited. If you have received this communication in error, please notify us immediately and delete this message.

## FIXED-BASE OPERATOR'S AGREEMENT

THIS FIXED-BASE OPERATOR'S AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2017, by and between Franklin County, hereinafter referred to as the "County," and Centric Aviation, hereinafter referred to as "Centric Aviation."

WHEREAS, County owns and operates an Airport known as Apalachicola Regional Airport ("Airport"), and County is desirous of leasing to Centric Aviation certain premises located on the Airport, together with the right to use and enjoy individually and in common with others the facilities; and

WHEREAS, Centric Aviation may engage in the business of selling gasoline, oil and other lubricants, maintaining and operating full aircraft servicing facilities, selling aircraft engines, accessories and parts, providing storage space for aircraft and a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, giving flying instructions, providing air charter and other commercial aviation services and desires to lease property and rights from County.

NOW, THEREFORE, for and in consideration of the covenants of this Agreement, the parties agree as follows:

1. Leasehold Facilities and Properties: Centric Aviation leases from County the following facilities and properties more particularly identified or described in Exhibit "A" attached hereto (collectively "Property"):

- A. General Aviation Terminal (FBO office)
- B. Maintenance Hangar (adjoining the FBO office)
- C. Fuel Farm
- D. T- Hangars, including end units
- E. Terminal Ramp space and tie-downs
- F. Fenced parking area

2. Centric Aviation Responsibilities: Centric Aviation shall conduct on the Property an aircraft full service fixed-based operation, providing goods and services to the general aviation public in the promotion of air commerce. The Property shall be used only for purposes that are directly related to the actual operation or the foreseeable aeronautical development of the Airport. Incidental use of the property otherwise shall be prohibited without prior approval by County and the Federal Aviation Administration.

A. Hangar Management

Centric Aviation is responsible for managing the leased hangars identified in Article 1, including T-Hangar end units that are configured as office and/or storage space. Management responsibilities of Centric Aviation include securing subtenants, collecting rent, recommending competitive and fair rates (subject to County prior written

consent), maintaining a waiting list, routine interior maintenance and regular enforcement of Airport rules and regulation

Centric Aviation shall not be responsible for managing privately-owned hangars. Centric Aviation shall not be responsible for the maintenance of the structural building components including the replacement costs for the HVAC, plumbing & electrical systems of buildings on the Property, or that portion of the sewer system solely serving the facilities.

**B. Tie-Down Management**

Centric Aviation is responsible for managing tie-down spaces located within the Property. These spaces shall be used to accommodate based and transient aircraft. These responsibilities include securing subtenants and/or temporary placement of transient aircraft; collecting rent, setting rates, maintaining a waiting list, enforcing rules and subtenant compliance.

**C. Terminal Ramp**

Centric Aviation is responsible for managing the terminal ramp. These responsibilities include providing aircraft greeting and registration, aircraft parking guidance, passenger loading/unloading assistance, overnight transient parking and other common services by properly trained employees to facilitate safe and efficient ramp operations.

**D. General Maintenance**

Centric Aviation shall be responsible for (at Centric Aviation sole cost):

- i. Maintaining in good order and condition the interior and exterior of all buildings located on the Property (excluding T -Hangars) including but not limited to the terminal (FBO) building and leased hangars.
- ii. All janitorial and minor maintenance of the Property and facilities including cleaning, greasing and changing belts on fuel farm system.
- iii. Providing grounds maintenance of Airport property, including grass mowing and weed removal, except as follows: All grounds attached to privately owned hangars shall be maintained by the hangar owners.
- iv. All maintenance on County-owned equipment used for mowing operations or general repairs to keep said equipment in good working condition. Maximum out of pocket from Centric Aviation shall not exceed \$2000.00 per calendar year.
- v. Reporting malfunctioning or nonfunctioning County-owned equipment to County.
- vi. Bearing all costs for completing maintenance and repair services that are a result of fault of Centric Aviation
- vii. Notifying County Administrator (or Airport Manager), who shall represent County, to report maintenance and repair needs for any property described herein.

vii. Providing adequate equipment for mowing the Airport.

viii. Provide maintenance service for runway lights, security lights and directional aids, non-directional beacon, fueling system and windsock.

ix. Provide all structural maintenance and repair to the buildings, HVAC, plumbing and electrical systems.

x. Provide and maintain a commercially reasonable supply of fuel for sale to the public at all times.

xi. Provide a fuel supply system which is FAA certified.

xii. All employee of Centric that Airport shall be FAA certified to operate the FBO and the fuel farm.

County shall be responsible for (at County's sole cost):

~~i. Reimbursing Centric Aviation up to \$1,000 per each year of this Agreement for Centric Aviation's purchase of consumable supplies such as light bulbs, grease, etc. upon Centric Aviation's presentation of invoices for such purchases.~~

~~ii. Providing adequate equipment for mowing.~~

~~iii. Provide maintenance services for runway lights, security lights and directional aids, non-directional beacon, fueling system and windsock.~~

~~iv. Provide all structural maintenance & repair to the buildings including major repair/replacement of the HVAC, plumbing & electrical systems~~

### 3. Term.

#### A. Initial Term

The term of this Agreement shall be for a period of ~~sixty (60) months~~ one hundred twenty (120) months, commencing on November 1, 2019~~2017~~, unless the renewal and extension set forth in this Paragraph 3 are elected, or until this Agreement shall sooner cease or terminate as hereinafter provided, subject to the requirement that Centric Aviation shall invest \$100,000.00 USD of its own money into capital improvements or the purchase of capital assets at the Airport during the Initial Term of the lease, with at least \$75,000.00 in capital improvements being constructed or purchased prior to October 31, 2024. All capital improvements/capital purchases shall become the property of Franklin County upon construction or purchase and shall be constructed/purchased only after prior written approval from Franklin County. All capital improvements and capital purchases shall be meaningfully documented with, for example and not by way of limitation, complete and legible copies of contracts, purchase orders, paid invoices, evidence of payment in full by Centric Air and such other documentation as may be reasonably required by Franklin County.

#### B. Extension

In the event that Centric Aviation is not in default of any of the terms and provisions of this Agreement, if the parties agree on all terms of the extension, including, but not limited to, the monthly rental rate for such renewal, and so long as Apalachicola Regional Airport is operational at its current location, Centric Aviation shall have the option to extend this Agreement for an additional ~~sixty (60)~~ one hundred twenty (120) months commencing on the ending date of the Initial Term ("Extension"). Centric

Aviation shall give notice to County of Centric Aviation's intent to extend and renew this Agreement no later than ~~one year~~ ~~six (6) months~~ prior to the end of the Initial Term. The Extension shall be under such terms and conditions as may be negotiated by the parties during the time between the ~~108~~54th month and the ~~118~~58th month of this Agreement. In the event that the parties are unable to reach an agreement on all terms by the end of the ~~118~~58th month of the Initial Term, then the extension shall not occur and this Agreement shall terminate at the expiration of the Initial Term. -The Initial Term and the Extension, if elected ~~and successfully negotiated~~, are sometimes hereinafter collectively referred to as the "Term".

4. Monthly Rent Fees. Centric Aviation agrees to pay to County, in advance, for the use of the Property the amount of \$2,500.00 per month plus sales tax (currently 7%) for a total "base lease" payment of \$2,675.00 per month. Payment shall be due on the first day of each month and shall be delinquent if not paid by the tenth (10th) day of each month during the Term. Centric Aviation agrees to also pay to County a fuel flowage fee of \$0.25 for every gallon of fuel sold. Payment shall be due no later than 30 days after the last day of the preceding month in which the fuel was sold. Days shall be calculated by calendar days, including weekends, not business days.

4.A. CPI Adjustment for Monthly Rent fee during the second term of 120 months: If Centric Aviation elects to extend the lease for a second ten-year term, then the parties may mutually agree that Centric Aviation agrees to pay to County rent in an amount calculated by the CPI Adjustment formula stated in paragraph 4, in advance, for the use of the Property the amount of \$(insert amount calculated on formula stated below) per month plus sales tax for a total "base lease" payment of \$(insert) per month. Payment shall be due on the first day of each month and shall be delinquent if not paid by the tenth (10th) day of each month during the Term. Centric Aviation agrees to also pay to County a fuel flowage fee of \$(insert) for every gallon of fuel sold. Payment shall be due no later than 30 days after the last day of the preceding month in which the fuel was sold. Days shall be calculated by calendar day, including weekends, not business days.

4.B. CPI Adjustment for Monthly Rent Formula: The U.S. Bureau of Labor Statistics base index of 246.847 for all items as of April 2019 shall be the base rate for the calculation of the rent due on the first day of the first month of the second term.

The formula for the calculation of the rent due on the first month of the second term shall be as follows:  $(\text{Current index} - \text{base index}) / \text{base index} = \text{index adjustment multiplier}$ . For example, say that the current index at the time of the lease extension is 275.  $(275 - 246.847) / 246.847 = 0.1140$ . Therefore, the rent increase would be 11.4% of \$2,500.00 or \$285.00 per month, for a total monthly rent of \$2,785.00, plus all applicable taxes. If the current index at the time of the extension is less than the base index, then rent will remain unchanged.

4.C. Prior to the commencement of the second term of this lease, Centric Air and Franklin County shall negotiate whether Centric Air will make additional capital improvements/capital purchases at the Airport and in what amount. In the event that the parties are unable to agree on the capital improvement/purchases, then the parties may mutually agree that rent due each

Formatted: Font: 11 pt

Formatted: Font: 11 pt, Bold, Italic, Underline

Formatted: Font: 11 pt, Bold, Italic, Underline

Formatted: Font: 11 pt, Bold, Italic, Underline

Formatted: Font: 11 pt

year during the second ten-year term shall be automatically increased annually using the CPI Adjustment formula and terms stated in this paragraph 4B for years 2-10 of the second term.

4.D. Furthermore, prior to the effective date of the second term of 120 months, the parties will also negotiate the fuel flowage fee for every gallon of fuel sold. In the event the parties do not reach agreement, then the parties may mutually agree that the fuel flowage fee due each year during the second ten-year term shall be automatically increased annually using the CPI adjustment formula and terms stated in this paragraph 4B.

4.E. Each party reserves the unilateral right not to mutually agree to the use of the CPI Adjustment formula.

Centric Aviation also agrees to purchase from the current FBO operator, paying by a certified check, all fuel present in the fuel farm at commencement of this Agreement. Centric Aviation shall determine the quantity of the fuel in the fuel farm at the commencement of the Term. The fuel shall be purchased at the original purchase price paid by the current FBO.

5. Insurance. Centric Aviation shall, at its sole expense, purchase and maintain continuously in effect at all times during the Term the following insurance (minimum):

- A. Comprehensive Public Liability & Property Damage (Property):  
\$2,000,000 each occurrence or combined single limit bodily injury  
and property damage
- B. Products and Completed Operations Liability: \$2,000,000 each occurrence  
\$5,000,000 aggregate
- C. Aircraft Liability: \$1,000,000 each occurrence combined single limit for bodily  
injury and property damage including passengers
- D. Hangar Keepers Liability: \$1,000,000 each occurrence

In addition, Centric Aviation shall obtain and maintain any other insurance as required by County. Centric Aviation shall provide County with evidence of required insurance coverage naming County as an additional insured. Renewal certificates evidencing all of the insurance required under this Paragraph shall be sent by Centric Aviation to County thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph. Centric Aviation shall provide that County shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage.

6. Utilities. Centric Aviation shall pay for all water, sewage, gas, heat, light, power, cable, telephone, and any other charges for utilities provided to the Property. Centric Aviation shall not be responsible for utilities beyond the Property. In the event that utilities are shared with areas outside of the Property, Centric Aviation shall pay its pro-rata share of the utilities either based upon metered use or its proportionate share of square footage.
7. Centric Aviation Rights. Centric Aviation shall have the right:
- A. In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft. Without limitation, Centric Aviation acknowledges that Franklin County has an agreement authorizing Duke Energy to stage equipment at the airport during emergencies and understands that this lease is subject to this staging agreement.
  - B. To the nonexclusive use, in common with others, of the Airport parking areas (except fenced parking area), appurtenances and improvements thereon, but this shall not restrict the right of County to charge visitors a fee for the use of such areas.
  - C. To install, operate, maintain, repair and store subject to approval of County in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Centric Aviation's business.
  - D. Access to and from the Property, limited to streets, driveways or sidewalks designated for such purposes by County, and which right shall extend to Centric Aviation's employees, passengers, guests, invitees, and patrons.
8. Entry and Inspection.: Centric Aviation shall permit County to enter the Property at reasonable times and upon reasonable notice for the purpose of inspecting the Property or showing the same to prospective tenants or for making necessary maintenance or repairs. If during the course of such inspection it is discovered that Centric Aviation has, or is in the process of causing damage to the Property or any items furnished by County, County may advise Centric Aviation in writing of such damage and of the amount of money which, in the opinion of County, it will cost for repairs and Centric Aviation shall, within seven (7) days after such written notice, either make such repairs or to deposit with County the amount of money specified in the notice. County shall have the right during the last two months of the Term to show the Property to prospective tenants desiring to rent same.
9. Assignment and Subletting. Except for the tie-downs and hangar space that may be rented by Centric Aviation to the general public, Centric Aviation shall not, at any time during the Term, assign or transfer all or any part of this Agreement nor sublet any portion of the Property without the prior written consent of County, such consent of County may be unreasonably withheld. In the event of any permitted assignment or subleasing, Centric Aviation shall remain liable for all terms and conditions of this Agreement and Centric Aviation shall include in any agreements with third-parties shall incorporate the terms and conditions of this Agreement, except for the payment of rent and taxes thereon.

10. **Laws & Regulations.** Centric Aviation agrees to observe and obey during the Term all laws, ordinances, rules and regulations promulgated and enforced by County, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport including but not limited to the Federal Aviation Administration and the Florida Department of Transportation.

11. **Indemnification.** County shall not be liable for any damage or injury to Centric Aviation, or other person, or to any property, occurring on the Property or any part thereof, and Centric Aviation agrees to indemnify and hold County harmless from and for all claims or damages no matter how caused. Centric Aviation further agrees to hold harmless and indemnify County from and for all claims, demands, judgments, suits, costs and attorney's fees arising in any manner from Centric Aviation's use or occupancy of the Property or the Airport and the negligence or intentional acts of Centric Aviation.

12. **Quiet Enjoyment.** So long as Centric Aviation conducts its business in a fair, reasonable and workmanlike manner and in accordance with all laws, rules and regulations, Centric Aviation shall peaceably have and enjoy the Property, and all the rights and privileges granted.

13. **Signs.** Centric Aviation agrees that no signs or advertising shall be erected without the prior written consent of County.

14. **Fair and Nondiscriminatory Services.** Centric Aviation, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Centric Aviation may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

15. **Title VI, Civil Rights Assurances.** Centric Aviation agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Centric Aviation shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

16. **Nonexclusive Rights.** Centric Aviation shall have the right and privilege of engaging in and conducting a business on the Property and at the Airport under the terms and conditions as set forth, provided, however, Centric Aviation or those claiming under it shall not have the exclusive use of the Property and facilities of the Airport other than those premises leased

exclusively to Centric Aviation. It is expressly understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of exclusive rights within the meaning of Section 309(a) of the Federal Aviation Act of 1959, as amended.

17. **Affirmative Action.** Centric Aviation assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Centric Aviation assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Centric Aviation assures that it will require that its covered sub organizations provide Assurances to County that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

18. **Aircraft Service by Owner or Operator.** It is clearly understood by Centric Aviation that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any maintenance and services on his/her/its own aircraft, either personally or through employees, contractors and agents (including, but not limited to, maintenance and repair).

19. **Hours of Operation.**

A. Centric Aviation agrees to provide appropriate staffing at the Airport for a minimum of eight hours per day, seven days per week, except during any period when the Airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by Centric Aviation for its business operation. The hours of operation shall be posted at the Airport. Centric Aviation agrees to provide a person available on call for after hour's service subject to reasonable charges by Centric Aviation.

B. Notwithstanding the provisions of sub-paragraph A, Centric Aviation, at no charge, shall open the gate or provide the Emergency Director of the Weems Hospital with a key or code for the gate for operations after normal working hours.

C. Centric Aviation shall provide a competent person to be on call 365 days a year to respond to needed services concerning the safety and operation of the Airport and to fulfil its management responsibilities.

20. **Airport Closings.** During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Centric Aviation for its business operations, the rent shall abate.

21. **Taxes.** Centric Aviation shall pay all taxes or assessments that may be levied against the personal property of Centric Aviation or the buildings which Centric Aviation may erect on lands leased exclusively to Centric Aviation. County and Centric Aviation recognize that current law

recognizes County as a political subdivision of the State of Florida and that all real property it owns at the Airport is sovereign and immune from ad valorem taxation and that the conduct of a fixed based operation is defined in Section 196.012(6) as a governmental, municipal or public purpose, not subject to taxation as a governmental leasehold under Section 196.199(2), Florida Statutes. County and Centric Aviation also recognize that such sovereign immunity and status of the FBO as performing government, municipal, or public are both subject to change by the legislature, and in the event of such change, Centric Aviation shall be responsible for all such resulting taxes.

22. Airport Development. County reserves the right to further develop or improve all portions of the Airport including but not limited to the runway area as it sees fit, regardless of the desires or view of Centric Aviation, and without interference or hindrance. Centric Aviation agrees to work with County and County's engineers, employees or contractors, and with the state and local authorities on future Airport improvement projects at the Airport. Centric Aviation, at no expense to Centric Aviation, agrees to join in on any submissions or applications for the improvement and development of the Airport.

23. County's Rights. County reserves the right, but shall not be obligated to Centric Aviation, to maintain and keep in repair the runway, taxiways and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Centric Aviation in this regard.

24. Obstructions and Hazards.

A. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage for aircraft in the airspace above the surface of the Airport, together with the right to cause, in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operation on the Airport. County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Centric Aviation from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to aircraft. Centric Aviation shall, upon approval by County and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

B. Centric Aviation expressly agrees to use best efforts to prevent any use of the Property in a manner which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

25. Subordination Provision. This Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States or the State of Florida, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, Centric Aviation agrees to comply with all terms of any such agreements and this Agreement shall be automatically and without further action by Centric Aviation amended to include provisions require by those agreements with the United States or the State of Florida.

26. Default. Centric Aviation shall be deemed in default upon:
- A. Failure to pay rent within 10 calendar days after due date;
  - B. The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
  - C. The commencement of a proceeding for dissolution or for the appointment of a receiver;
  - D. The making of an assignment for the benefit of creditors;
  - E. Violation of any provision of this Agreement, or failure to keep any of its covenants after ten days' written notice and opportunity to cure, except that no notice and cure period shall be required in the event of Centric Aviation's abandonment of the Property or failure of Centric Aviation to be open to the public for more than 48 hours (unless closure has been directed);
  - F. Abandonment of Property.
  - G. The business of Centric Aviation being closed (without direction) for a period of more than 48 hours.
  - H. Failure to file fuel flowage report as required in paragraph 33 of this Agreement.
  - I. Failure to maintain a commercially reasonable supply of fuel for sale, which is the result of Centric Air's failure to order fuel or pay for fuel. Centric shall not be responsible for the failure of a third-party to deliver fuel.
  - J. Failure to operate a fuel system which is certified by the FAA.
  - K. Failure to provide any employee who is not FAA certified to operate the FBO and the fuel farm.

27. Rights after Termination. In the event of a default and after any applicable notice and cure period, County shall be entitled to invoke any remedy available under law, including, but not limited to the following, all of which shall be deemed cumulative:

- A. Terminate this Agreement, resume possession of the Property for his account, and recover immediately from Centric Aviation the difference between the rent specified in the Agreement and the fair rental value of the Property for the remainder of the Term.
- B. Resume possession and re-lease or re-rent the Property for the remainder of the Term for the account of Centric Aviation and recover from Centric Aviation, at the end

of the Term or at the time each payment of rent becomes due under this Agreement as County may choose, the difference on the re-leasing or re-renting. County shall use due diligence to re-lease or re-rent the Property on the best terms reasonably available.

C. Declare the unpaid rent for the entire Term of the Agreement due and payable, the same to be collected by any procedure provided by law. In any event, County shall recover all expenses incurred by reason of the breach, including reasonable attorneys' fees.

The election of one remedy shall not be deemed to bar the election of any other remedy.

28. Surrender of Property

A. Centric Aviation agrees to deliver up and surrender to County possession of the Property and all keys upon termination of this Agreement, in as good condition and repair as the same shall be at the Term commencement or may have been put by County during the continuance thereof - ordinary wear and tear excepted. Nothing herein shall be construed as relieving Centric Aviation of any of Centric Aviation's maintenance, repair or replacement obligations under this Agreement.

29. Airport Manager. The Airport Manager shall be the on-site representative of County and, except as specifically noted herein, shall be the individual from which Centric Aviation seeks approvals and consents.

30. Improvements, Alterations or Repairs.

A. Centric Aviation shall not make or cause to be made any alterations to the Property without the prior written consent of County. All improvements other than to equipment and to Centric Aviation's personal property shall become the property of County at the end of the Term.

B. All work (including alterations and other improvements to the existing building) undertaken in or on the Property by or on behalf of Centric Aviation shall consist of quality material installed in workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by licensed contractors or subcontractors. Said work shall be at Centric Aviation's sole risk and expense and Centric Aviation shall promptly pay all laborers, contractors and materialmen performing such work and furnishing material therefore for Centric Aviation. Centric Aviation agrees to indemnify and save harmless County from all expenses, liens, claims or damages to either persons or property, including, without limitation, the Property stemming in any manner from such work. If any lien is filed by virtue of Centric Aviation's work, Centric Aviation shall cause the same to be discharged of record by payment, bond, order of court, or otherwise as required by law within 10 days after

notice by County. County may, at County's option, cause such discharge and Centric Aviation shall reimburse County all of County's costs and expenses expended therefore, upon billing for same. No mechanics or materialmen's lien shall attach to the fee simple title to the Property as a result of the actions of Centric Aviation, and Centric Aviation's successors, assigns or agents. All such work including, without limitation, floor covering, lighting, ventilating and additional floors shall, upon termination of this Agreement, attach to the freehold and become and remain County's property at the expiration of the Term.

i. During the Term, with the County's prior written permission, Centric Aviation shall, at Centric Aviation's own expense, make any changes or alterations in the Property that may be necessary to cause the Property to conform to all governmental and insurance underwriters' requirements (whether Centric Aviation's or County's) adopted after the date hereof.

C. Upon termination of this Agreement, should removal of Centric Aviation's personal property and non-structural improvements occasion any damage to the Property, Centric Aviation shall be responsible for such repair costs, without regard to the cost.

31. Waste. No waste shall be committed by Centric Aviation upon the Property or at the Airport, and at the end of the Term, the Property shall be delivered to County in as good condition as at the commencement thereof, damage caused by ordinary wear and tear excepted.

32. •Environmental Conditions and Fuel Sales.

A. No pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or irritant or contaminant or hazardous waste materials or substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 USC Section 6901, et seq.) as amended, the Comprehensive Environmental Response, Compensation and Liability Act (48 USC Section 9601, et seq.) as amended, or any other federal, state or local environmental law, ordinance, rule or regulation (collectively referred to as "Substance"), shall be spilled, leaked, emptied, injected, escaped, or otherwise released, on, about or to the Property. To the extent that customers of Centric Aviation spill any Substances or amounts of aviation fuel, jet fuel, gasoline or diesel fuel on the Property, Centric Aviation shall immediately take whatever steps are necessary to clean up the spill and to the satisfaction of County or any governmental agency.

B. Centric Aviation shall provide a minimum of 1500 gallons of Jet A, and 1500 gallons of 100LL at all times at KAAF.

C. Other than the existing fuel system, no future underground storage, transfer or dispersion tanks, lines, or systems shall be constructed on or in the Property without the prior written consent of County.

D. Centric Aviation agrees to defend, hold harmless and indemnify County from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorney's fees, paralegal charges and expenses) including but not limited to the cost of any satisfactory completion of any remedial actions as may be required by the Florida Department of Environmental Protection or any other federal or state agency having environmental jurisdiction over the Property, arising directly or indirectly, in whole or in part, out of (i) the presence on the surface of or under the Property of any Substance or releases or discharges of Substances onto or under the Property, and (ii) any activity carried on or undertaken on the Property in connection with the treatment, decontamination, handling, removal, storage, clean-up, transport or disposal of any Substance at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property or affecting any natural resources, any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Substance, and irrespective of whether any such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances.

33. Reports. Centric Aviation shall prepare a detailed monthly report, in a form acceptable to County, that specifies the names, addresses or other relevant information, and monies received Centric Aviation for space owned by County, including but not limited to tie-downs and hangar space and for all fuel sales. This report is due at the end of each month in the month following when the revenue is generated.

34. Condition of Property.

A. Centric Aviation has thoroughly examined and inspected the Property and the condition thereof and has found the Property to be in good order and in tenable condition. Centric Aviation enters into this Agreement acknowledging the Property is taken "AS IS - WHERE IS" and "WITH ALL FAULTS".

B. Centric Aviation acknowledges that no representations have been made by County as to the condition of the Property or its suitability for any purpose and that no obligation or representation to make improvements and/or repairs to the Property have been assumed or made by County, except as expressly provided in this Agreement

35. **Damage.** Centric Aviation shall be responsible for the acts of all Centric Aviation's invitees, licensees, and guests and shall be responsible for all personal injury and property damage caused by Centric Aviation's invitees, licensees or guests. Centric Aviation shall promptly replace any broken glass, with glass of equivalent quality and size, broken during the Term of this Agreement. Centric Aviation shall pay for any damage within 30 days of receipt of County's demand therefor. Destruction, damage, or misuse by Centric Aviation or Centric Aviation's invitees, licensees or guests of the Property or other Centric Aviation's property by intentional act, or physical assault by Centric Aviation or Centric Aviation's invitees, licensees or guests against County or County's personnel or agents, other tenants or third persons shall be grounds for termination of this Agreement.

36. **Time is of the Essence.** Time is of the essence as to all terms of this Agreement.

37. **Waiver and Partial Invalidity.** The failure of any party to insist upon the strict performance of any of the terms or provisions of this Agreement, or to exercise any right or remedy contained herein, shall not be construed as a waiver of or as relinquishment for the future performance of such term, provision, right or remedy. No provision of this Agreement shall be deemed to impair the right of any party to exercise any right or remedy, whether for damages, injunctions, specific performance or otherwise, upon any breach, default or determination hereunder.

38. **Survival of Covenants, Recitals and Warranties.** All representations, recitals, covenants, and warranties of the parties hereto recited herein and all covenants and agreements to perform certain obligations subsequent to the date of execution of this Agreement shall survive beyond the date of execution hereof.

39. **Recording.** This Agreement may not be recorded by Centric Aviation without the prior written consent of County and any attempt to record or actual recording by Centric Aviation without the prior written consent of County shall constitute a material breach by Centric Aviation and result in an immediate termination of this Agreement.

40. **Entire Agreement.** The foregoing is the entire agreement between the parties and may only be modified by a writing signed by the parties hereto. It is agreed that no other promises or warranties have been given by County other than those contained herein.

41. This paragraph intentionally left blank**Prohibition Against Assignment.** Neither Franklin County nor Centric Aviation may assign any part of this lease without the prior written approval of the other party.

42. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and radon testing may be obtained from your county public health unit.

43. Licensing and Registration. It is understood and agreed that Centric Aviation shall employ, to the extent required, persons holding valid licenses, certifications and registrations as are required by local, State and Federal laws and regulations, including but not limited to certifications from the FAA.

44. Applicable Law and Exclusive Venue. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Florida and the exclusive venue for any dispute between the parties shall be before a court of competent jurisdiction in Franklin County, Florida, and not any other place. No term of this agreement shall constitute a waiver of the privileges and immunities contained in F. S. Section 768.28.

45. Approval and Modification.

A. County reserves the right to modify or change the terms of this Agreement at any time in order to meet all requirements for Federal and State grants. In the event that the FAA, the FDOT, either or both, shall require any modification hereof, County shall have the right at any time to make any and all modifications of this Agreement which may be requested or required. Centric Aviation shall be entitled to any reasonable compensation allowed or provided by law for any loss, if any, which might be suffered by Centric Aviation by reason of any changes which may be required in the Agreement; provided, however, that such compensation must be derived from some source other than County, and that County shall not be required to pay any part of such compensation.

B. Nothing in this Agreement is intended to be in conflict with the agreements and leases heretofore entered into by and between County and any other tenants at the Airport, but in the event that a conflict is found to exist between this Agreement and any previously executed lease which is still in effect, then the terms of this Agreement shall be subject to revision in order to alleviate any conflict.

46: SPECIAL PROVISIONS:

A. Franklin County places a special trust in the current principals of Centric Aviation, who are (insert names) and whose respective titles are (insert titles). If Centric Aviation no longer employs these principals in the positions stated, then Franklin County reserves the right to re-negotiate the terms of this Lease. Centric Aviation has an affirmative duty to inform Franklin County if it no longer employs these principals.

B. EXCLUSIVE VENUE AND CHOICE OF LAW: The Exclusive venue for any dispute between the parties arising under or related to this lease shall be in a court of competent jurisdiction in Franklin County and not any other place. The laws of the State of Florida shall exclusively govern the interpretation of this lease.

C. JUDICIAL INTERPRETATION OF THIS LEASE: If a court should be required to interpret and enforce the terms of this lease, the parties mutually agree that the court shall not presume that any one party was more responsible than the other party in drafting any of the terms of the agreement and that the court shall not interpret the terms of the lease more strictly against one party as the one who is responsible for drafting the lease. Instead, the court shall presume that both parties are equally responsible for the drafting of the terms of the lease and shall not construe any ambiguities in a contract against either party.

In Witness Whereof, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Formatted: List Paragraph, Indent: Left: 0.75"

County: Franklin County, Florida

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
County Clerk

Centric Aviation

BY: \_\_\_\_\_  
President

DRAFT

AGENDA FOR PUBLIC HEARING

ON

SERENITY SEASIDE RESORT PLANNED URBAN DEVELOPMENT ORDINANCE

DATE: July 16, 2019 AT 1:30 P.M. (ET)

LOCATION: 34 FORBES STREET, APALACHICOLA, FLORIDA

---

**1. CHAIRMAN CALLS MEETING TO ORDER**

**2. PRESENTATION BY COUNTY STAFF**

- a. 20 minutes allowed for presentation, excluding questions from County Commissioners, if any.
- b. At the conclusion of the presentation, the chairman will inquire if board members have any questions for staff members or may hold all commissioner questions until the conclusion of all presentations.
- c. Applicant and Party Intervenors represented by Laverne Holman have a right to cross examine county staff if they chose to following the county staff's presentation.
- d. The public does not have a right to cross-examine County Staff.
- e. Testimony will be unsworn.

**3. PRESENTATION BY APPLICANT, SERENITY SEASIDE RESORT, LLC**

- a. 20 minutes allowed for presentation, excluding questions from County Commissioners, if any.
- b. At the conclusion of the presentation, the chairman will inquire if board members have any questions for the Applicant or may hold all commissioner questions until the conclusion of all presentations.
- c. Party intervenors and County have a right to cross examine Applicant's representative if they chose to following the Applicant's presentation.
- d. The public does not have a right to cross-examine the Applicant.
- e. Testimony will be unsworn.

**4. PRESENTATION BY PARTY INTERVENORS, THE BAYSHORE DRIVE GROUP (Laverne Holman)**

- a. 20 minutes allowed for presentation excluding questions from County Commissioners, if any.
- b. At the conclusion of the presentation, the chairman will inquire if board members have any questions for the representative of the Bayshore Drive Group or may hold all commissioner questions until the conclusion of all presentations.
- c. Applicant and County have a right to cross examine the Party Intervenors representative if they chose to following their presentation.
- d. The public does not have a right to cross-examine the Party Intervenors.
- e. Testimony will be unsworn.

**5. PUBLIC COMMENT**

- a. Individuals should be no more than three minutes.
- b. Persons representing a group or factions should be no more than five minutes.
- c. Testimony will be unsworn.
- d. Persons providing public comment are not required to be subject to cross-examination.

**6. REBUTTAL**

- a. Both the Applicant and Party Intervenors have five minutes each for rebuttal; first by the Applicant, followed by the Party Intervenors.
- b. County Staff has five minutes for rebuttal following the Applicant and the Party Intervenors.

**7. COUNTY COMMISSIONERS DISCUSSION AND POSSIBLE ACTION**

- a. County has the option to approve the application as submitted.
- b. County has the option to approve the application with modifications.
- c. County has the option to deny the application.
- d. County has the option to table the ordinance for a further public hearing.
- e. Other action as determined by the County.

**8. MEETING ADJOURNED.**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of change in rate used to capitalize allowance for funds used during construction (AFUDC) from 7.44% to 6.46%, effective January 1, 2019, by Duke Energy Florida, LLC d/b/a Duke Energy.

DOCKET NO. 20190069-EI  
ORDER NO. PSC-2019-0274-CO-EI  
ISSUED: July 9, 2019

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-2019-0219-PAA-EI, issued June 3, 2019, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-2019-0219-PAA-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 9th day of July, 2019.

  
\_\_\_\_\_  
ADAM J. TEITZMAN  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(850) 413-6770  
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SBR

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

What role will advanced broadband internet play in your community's future? Will it be a tool to retain young people or attract new businesses? Will it allow you to become a smart city that manages infrastructure through digitally connected IT systems? Will it provide senior citizens the opportunity to age in place or permit doctors to remotely care for patients using tele-medicine applications?

Whatever technology challenge you are trying to conquer, Mediacom is here to help you find the solution. As your local high-speed broadband provider, we know the growing consumer appetite for gigabit speeds will form the foundation of your connected community efforts. Since becoming the first major U.S. cable company to launch gigabit internet services across its national network in 2017, Mediacom has added more than 42,000 1-Gig customers with thousands more coming on board each month.

As demand for 1-Gig grows, we are preparing our network for the next great advancement in gigabit technology, 10G. Developed in partnership with CableLabs, Cable Europe, NCTA and other technology innovators, 10G will leverage our existing fiber-rich infrastructure to provide symmetrical download and upload speeds of 10 gigabits per second. In addition to speeds that are 10 times faster than today's fastest residential networks, the 10G platform will also offer increased capacity, lower latency and greater security.

With field trials planned for early 2020, Mediacom is poised to become one of the first cable companies in the world to begin deployment of the 10G platform. Just as Mediacom proved by becoming an early adopter of 1-Gig services, the small towns and cities we serve throughout the U.S. can be leaders instead of followers in America's transition into the gigabit era.

For updates on Mediacom's 10G initiative or to learn more about what 10G means for your community, please visit [www.mediacomcable.com/10g](http://www.mediacomcable.com/10g). We look forward to sharing more information about 10G with you in the months ahead.

Sincerely,

Christopher Lord  
Government Relations Manager – Coastal Region  
850.737.0098 – Cell  
850.934.2551 – Office  
[clord@mediacomcc.com](mailto:clord@mediacomcc.com)  
1613 Nantahala Beach Road  
Gulf Breeze, Florida 32563

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended  
standard offer contract (Schedule COG-2) and  
amended interconnection agreement, by Duke  
Energy Florida, LLC.

DOCKET NO. 20190079-EQ  
ORDER NO. PSC-2019-0277-PAA-EQ  
ISSUED: July 15, 2019

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman  
JULIE I. BROWN  
DONALD J. POLMANN  
GARY F. CLARK  
ANDREW GILES FAY

NOTICE OF PROPOSED AGENCY ACTION ORDER APPROVING DUKE ENERGY  
FLORIDA, LLC'S PETITION TO AMEND STANDARD OFFER CONTRACT  
(SCHEDULE COG-2) AND AMEND INTERCONNECTION AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

**Background**

Section 366.91(3), Florida Statutes (F.S.), requires that each investor-owned utility (IOU) continuously offer to purchase capacity and energy from renewable energy generators (RF) and small qualifying facilities (QF). Florida Public Service Commission (Commission) Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statute and require each IOU to file with us by April 1 of each year, a standard offer contract based on the next avoidable fossil fueled generating unit of each technology type identified in the utility's current Ten-Year Site Plan.

On April 1, 2019, Duke Energy Florida, LLC (DEF) filed a petition for approval of its amended standard offer contract and associated rate schedule COG-2, based on its 2019 Ten-Year Site Plan, and amended interconnection agreement. On June 7, 2019, DEF refiled its standard offer contract to include supplemental revisions to Sheet 9.416 in response to our first data request.<sup>1</sup>

---

<sup>1</sup>Document No. 04774-2019, filed June 7, 2017, in Docket No. 20190079-EQ.

We have jurisdiction over this standard offer contract pursuant to Sections 366.04 through 366.055 and 366.91, F.S.

### **Review and Decision**

Rule 25-17.250, F.A.C., requires that DEF, an IOU, continuously make available a standard offer contract for the purchase of firm capacity and energy from renewable RF/QFs with design capacities of 100 kilowatts (kW) or less. Pursuant to Rule 25-17.250(1) and (3), F.A.C., the standard offer contract must provide a term of at least 10 years, and the payment terms must be based on the Utility's next avoidable fossil-fueled generating unit identified in its most recent Ten-Year Site Plan or, if no avoided unit is identified, its next avoidable planned purchase. DEF has identified a 218 megawatt (MW) natural gas-fueled combustion turbine (CT) as the next planned generating unit in its 2019 Ten-Year Site Plan. The projected in-service date of the unit is June 1, 2027.

Under DEF's standard offer contract, the RF/QF operator commits to certain minimum performance requirements based on the identified avoided unit, such as being operational and delivering an agreed upon amount of capacity by the in-service date of the avoided unit, and thereby becomes eligible for capacity payments in addition to payments received for energy. The standard offer contract may also serve as a starting point for negotiation of contract terms by providing payment information to an RF/QF operator, in a situation where one or both parties desire particular contract terms other than those established in the standard offer.

In order to promote renewable generation, we require each IOU to offer multiple options for capacity payments, including the options to receive early or levelized payments. If the RF/QF operator elects to receive capacity payments under the normal or levelized contract options, it will receive as-available energy payments only until the in-service date of the avoided unit (in this case June 1, 2027), and thereafter begin receiving capacity payments in addition to the energy payments. If either the early or early levelized option is selected, then the operator will begin receiving capacity payments earlier than the in-service date of the avoided unit. However, payments made under the early capacity payments options tend to be lower in the later years of the contract term because the net present value (NPV) of the total payments must remain equal for all contract payment options.

Table 1 contains estimates of the annual payments for each payment option available under the amended standard offer contract to an operator with a 50 MW renewable facility operating at a capacity factor of 95 percent, which is the minimum capacity factor required under the contract to qualify for full capacity payments. Normal and levelized capacity payments begin in 2027, reflecting the projected in-service date of the avoided unit (June 1, 2027).

**Table 1 – Estimated Annual Payments to a 50 MW Renewable Facility  
(95% Capacity Factor)**

Year	Energy Payment	Capacity Payment (By Type)			
		Normal	Levelized	Early	Early Levelized
	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
2020	9,469	-	-	-	-
2021	8,638	-	-	-	-
2022	7,796	-	-	-	-
2023	7,172	-	-	-	-
2024	8,266	-	-	-	-
2025	9,878	-	-	2,173	2,333
2026	10,850	-	-	2,201	2,335
2027	12,413	1,674	1,788	2,230	2,337
2028	13,409	2,908	3,067	2,260	2,339
2029	13,833	2,946	3,070	2,289	2,341
2030	15,079	2,985	3,072	2,319	2,343
2031	15,656	3,024	3,075	2,350	2,346
2032	16,942	3,064	3,078	2,381	2,348
2033	17,411	3,104	3,081	2,412	2,350
2034	17,725	3,145	3,084	2,444	2,352
2035	16,807	3,187	3,087	2,476	2,355
2036	17,429	3,229	3,090	2,509	2,357
2037	18,218	3,271	3,093	2,542	2,360
2038	19,774	3,314	3,097	2,576	2,362
2039	20,956	3,358	3,100	2,610	2,365
<b>Total</b>	277,721	39,208	38,782	35,772	35,224
<b>NPV (2019\$)</b>	133,766	15,549	15,549	15,549	15,549

Source: DEF's response to staff's first data request.<sup>2</sup>

<sup>2</sup>Document No. 03911-2019, filed April 24, 2019, in Docket No. 20190079-EQ.

The changes made to DEF's tariff sheets are consistent with the updated avoided unit. Other revisions DEF made to its tariff sheets include: (1) financial and technical viability conditions; (2) completion/performance security requirements; (3) delivery voltage calculation methods; and (4) testing requirements.

The additional conditions to verify the RF/QF is both financially and technically viable, found on Sheet Nos. 9.416, 9.419, and 9.420, and the completion/performance security requirements, found on Sheet No. 9.425, were added to provide additional protection to both DEF and its customers. The technical viability and security requirements are consistent with conditions approved in FPL's standard offer contract.<sup>3</sup> The financial viability requirements on Sheet No. 9.416 were modified on June 7, 2019, to provide limited exemptions from these conditions. We find that the revised financial requirements are adequate to safeguard ratepayers and should not be overly burdensome to the RF/QF.

The revisions in the Delivery Voltage section, found on Sheet No. 9.458, were made so that the delivery voltage adjustment factor will be calculated based on the current delivery efficiencies in DEF's tariff as approved by FERC. This will allow for the delivery voltage adjustment factors to stay up to date should there be any changes in DEF's Open Access Tariff subsequent to the standard offer contract filing, and will be provided within 30 days of a written request by any interested person. Changes in testing requirements, found on Sheet No. 9.710, were made to reflect the current testing requirements of modern electrical relays. This is consistent with the manufacturer's current recommendations.

In addition to the above revisions, there are a number of unsubstantial changes including updates to calendar dates, position titles, and typographical corrections. The type-and-strike format versions of the amended standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, are included as Attachment A. The amended interconnection agreement, as filed on April 1, 2019, is included as Attachment B.

The provisions of DEF's amended standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, and amended interconnection agreement, as filed on April 1, 2019, conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. The amended standard offer contract provides flexibility in the arrangements for payments so that a developer of renewable generation may select the payment stream best suited to its financial needs.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC's petition to amend its standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, and amended interconnection agreement, as filed on April 1, 2019, is hereby approved. It is further

---

<sup>3</sup>Order No. PSC-2018-0316-PAA-EQ, issued June 20, 2018, in Docket No. 20180083-EQ, *In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.*

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. Potential signatories should be aware that, if a timely protest is filed, Duke Energy Florida, LLC's standard offer contract may subsequently be revised. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 15th day of July, 2019.



---

ADAM J. TEITZMAN  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(850) 413-6770  
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

TLT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on August 5, 2019.

ORDER NO. PSC-2019-0277-PAA-EQ

DOCKET NO. 20190079-EQ

PAGE 6

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.



SECTION No. IX  
SECOND REVISED SHEET NO. 9.400  
CANCELS FIRST REVISED SHEET NO. 9.400

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY  
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER  
OR QUALIFYING FACILITY LESS THAN 100 KW

TABLE OF CONTENTS

	<u>SHEET NO:</u>
Standard Offer Contract	9.400
Appendix A - Monthly Capacity Payment Calculation	9.442
Appendix B - Termination Fee	9.444
Appendix C - Detailed Project Information	9.446
Appendix D – Rate Schedule COG-2	9.452
Appendix E -Agreed Upon Payment Schedules and Other Mutual Agreements	9.470
Appendix F - FPSC Rules 25-17.080 through 25-17.310	9.475



SECTION NO. IX  
SECOND REVISED SHEET NO. 9.401  
CANCELS FIRST SHEET NO. 9.401

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY  
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER  
OR QUALIFYING FACILITY LESS THAN 100 KW

between

---

and

DUKE ENERGY FLORIDA, LLC



SECTION NO. IX  
~~SECOND-THIRD~~ REVISED SHEET NO.9.402  
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
9.402

TABLE OF CONTENTS

i

SHEET NO.:

Introduction & Parties' Recitals	9.404
1. Definitions	9.405
2. Facility; Renewable Facility or Qualifying Facility Status	9.414
3. Term of Contract	9.415
4. Minimum Specifications and Milestones	9.415
5. Conditions Precedent	9.416
6. Sale of Electricity by the RF/QF	9.417
7. Committed Capacity/Capacity Delivery Date	9.418
8. Testing Procedures	9.420 <del>19</del>
9. Payment for Electricity Produced by the Facility	9.421 <del>0</del>
10. Electricity Production and Plant Maintenance Schedule	9.422 <del>1</del>
11. Completion/Performance Security	9.424 <del>3</del>
12. Termination Fee	9.426 <del>5</del>
13. Performance Factor	9.427 <del>6</del>
14. Default	9.427
15. Rights in the Event of Default	9.428
16. Indemnification	9.429 <del>8</del>

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: April 20, 2013



SECTION NO. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.403  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.403

TABLE OF CONTENTS

ii

17 Insurance	9.430 <del>29</del>
18. Force Majeure	9.431
19. Representations, Warranties, and Covenants of RF/QF	9.433
20. General Provisions	9.435
Execution	9.441

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 10, 2014



SECTION NO. IX  
FIFTH REVISED SHEET NO. 9.404  
CANCELS FOURTH REVISED SHEET NO. 9.404

**STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY  
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER  
OR QUALIFYING FACILITY LESS THAN 100 KW**

**THIS STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY (hereinafter referred to as the "Contract")** is made and entered this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (hereinafter referred to as the "Execution Date"), by and between \_\_\_\_\_ (hereinafter the Renewable Energy Provider/Qualifying Facility ("RF/QF"), and Duke Energy Florida, LLC d/b/a Duke Energy (hereinafter "DEF"), a private utility corporation organized and existing under the laws of the State of Florida. The RF/QF and DEF shall be individually identified herein as the "Party" and collectively as the "Parties". This Contract contains six Appendices which are incorporated into and made part of this Contract: Appendix A: Monthly Capacity Payment Calculation; Appendix B: Termination Fee; Appendix C: Detailed Project Information; Appendix D: Rate Schedule COG-2; Appendix E: Agreed Upon Payment Schedules and Other Mutual Agreements; and Appendix F: Florida Public Service Commission ("FPSC") Rules 25-17.080 through 25-17.310, F.A.C.

**WITNESSETH:**

**WHEREAS**, the RF/QF desires to sell, and DEF desires to purchase electricity to be generated by the RF/QF consistent with Florida Statutes 366.91 (2006) and FPSC Rules 25-17.080 through 25-17.310 F.A.C.; and

**WHEREAS**, the RF/QF will acquire an interconnection/transmission service agreement with the utility in whose service territory the Facility is to be located, pursuant to which the RF/QF assumes contractual responsibility to make any and all transmission-related arrangements (including ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm capacity and energy to DEF. The Parties recognize that the Transmission Provider may be DEF and that the transmission service will be provided under a separate agreement; and

**WHEREAS**, the FPSC has approved this Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer; and

**WHEREAS**, the RF/QF guarantees that the Facility is capable of delivering firm capacity and energy to DEF for the term of this Contract in a manner consistent with the provision of this Contract;

**NOW, THEREFORE**, for mutual consideration the Parties agree as follows:



SECTION NO. IX  
~~THIRD SECOND~~ REVISED SHEET NO. 9.405  
CANCELS ~~FIRST SECOND~~ REVISED SHEET NO.  
9.405

**1. Definitions**

“AFR” means the Facility’s annual fuel requirement.

“AFTR” means the Facility’s annual fuel transportation requirement

“Annual Capacity Billing Factor” or “ACBF” means 12 month rolling average of the Monthly Availability Factor as further defined and explained in Appendix A.

“Appendices” shall mean the schedules, exhibits, and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Contract. Such Appendices include:

“Appendix A” sets forth the Monthly Capacity Payment Calculation.

“Appendix B” sets forth the Termination Fee.

“Appendix C” sets forth the Detailed Project Information.

“Appendix D” sets forth Rate Schedule COG-2.

“Appendix E” sets forth the Agreed Upon Payment Schedules and Other Mutual Agreements

“Appendix F” sets forth Florida Public Service Commission (“FPSC”) Rules 25-17.080 through 25-17.310, F.A.C.

“As-Available Energy Rate” means the rate calculated by DEF in accordance with FPSC Rule 25-17.0825, F.A.C., and DEF’s Rate Schedule COG-1, as they may each be amended from time to time

“Auditor’s Standard Report” means a written opinion of an auditor regarding an entity’s financial statements. The report is written in a standard format, as mandated by generally accepted auditing standards (GAAS).

“Authorization to Construct” means authorization issued by any appropriate Government Agency to construct or reconstruct the Facility granted to RF/QF in accordance with the laws of the State of Florida and any relevant federal law.

“Avoided Unit” means the electrical generating unit described in Section 4 upon which this Contract is based.

“Avoided Unit Energy Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Fuel Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Heat Rate” means the average annual heat rate of the Avoided Unit as defined in Section 4.

“Avoided Unit In-Service Date” means the date upon which the Avoided Unit would have started commercial operation as specified in Section 4.

“Avoided Unit Life” means the economic life of the Avoided Unit.

ISSUED BY: Javier Portuondo, **Managing Director, Rates & Regulatory Strategy - FL**  
EFFECTIVE: ~~April 20, 2013~~



SECTION NO. IX  
~~THIRD SECOND~~ REVISED SHEET NO. 9.405  
CANCELS ~~FIRST SECOND~~ REVISED SHEET NO.  
9.405

~~“Avoided Unit Variable O&M” means the Avoided Unit variable operation and maintenance expenses as defined in Section 4. The annual escalation will begin in the payment for January deliveries.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~April 20, 2013~~



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.406  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.406

“Avoided Unit Variable O&M” means the Avoided Unit variable operation and maintenance expenses as defined in Section 4. The annual escalation will begin in the payment for January deliveries.

“Base Capacity Payment” or “BCP” means capacity payment rates defined in Appendix D and further defined by the selection of Option A,B,C or D in Section 9.2 or in Appendix E if applicable.

“Base Year” means the year that this Contract was approved by the FPSC.

“Business Day” means any day except a day upon which banks licensed to operate in the State of Florida are authorized, directed or permitted to close, Saturday, Sunday or a weekday that is observed as a public holiday in the State of Florida.

“CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes).

“Capacity” means the minimum average hourly net capacity (generator output minus auxiliary load) measured over the Committed Capacity Test Period.

“Capacity Delivery Date” means the first calendar day immediately following the date of the Facility’s successful completion of the first Committed Capacity Test subject to the requirements of Section 5(d) and Section 7.6.

“Capacity Payment” means the payment defined in Section 9.2 and Appendix A.

“Certified Public Accountant” or “CPA” means someone who has passed the American Institute of Certified Public Accountants (AICPA) Uniform CPA examination, met educational, and licensure requirements in the state of license and have been issued a license to practice public accounting by a state Accountancy board.

“Committed Capacity” or “CC” means the capacity in kW that the RF/QF commits to sell to DEF; the amount of which shall be determined in accordance with Section 7 and shall be greater than zero.

“Committed Capacity Test” means the testing of the capacity of the Facility performed in accordance with the procedures set forth in Section 8.

“Committed Capacity Test Period” means a test period of twenty-four (24) consecutive hours.

“Completed Permits Date” means the date by which the RF/QF must complete licensing and certification, and obtain all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility including Qualifying Facility status. This date is specified in Section 4.

“Completion/Performance Security” means the security described in Section 11.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.406  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.406

~~“Conditions Precedent” shall have the meaning assigned to it in Section 5.~~

~~“Contract” means this standard offer contract for the purchase of Firm Capacity and Energy from a Renewable Energy Producer or Qualifying Facility with a nameplate capacity of less than 100 MW.~~

~~“Credit Support Provider” means any Person that has provided an RF/QF Guarantee in connection with this Agreement.~~



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.407  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.407

“Conditions Precedent” shall have the meaning assigned to it in Section 5.

“Contract” means this standard offer contract for the purchase of Firm Capacity and Energy from a Renewable Energy Producer or Qualifying Facility with a nameplate capacity of less than 100 kW.

“Credit Support Provider” means any Person that has provided an RF/QF Guarantee in connection with this Agreement.

“Creditworthy” with respect to a Party or its Credit Support Provider, as applicable, means a party is rated at least BBB by Standard & Poor’s (S&P), or at least Baa3 by Moody’s Investor Services (Moody’s). Rating shall be the unsecured, senior long-term debt rating (not supported by third party credit enhancement) or the issuer rating will be used if not available. If a Party or its Credit Support Provider, as applicable, is rated by both S&P and Moody’s, then the lower of the two ratings will apply.

“DEF” has the meaning assigned to it in the opening paragraph of this Contract.

“DEF Entities” has the meaning assigned to it in Section 16.

“Demonstration Period” means a sixty-hour period in which the Committed Capacity Test must be completed.

“Distribution System” means the distribution system consisting of electric lines, electric plant, transformers and switchgear used for conveying electricity to ultimate consumers, but not including any part of the Transmission System.

“Dispute” shall have the meaning assigned to it in Section 20.9.

“Drop Dead Date” means the date which is twelve (12) months following the Execution Date except for the condition defined in Section 5(a)(i). The Parties recognize that firm transmission service agreements can take up to 24 months to obtain so for Section 5(a)(i) only the Drop Dead Date means the date which is twenty four (24) months following the Execution Date.

“Eastern Prevailing Time” or “EPT” means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.

“Effective Date” has the meaning assigned to it in Section 5.

“Electrical Interconnection Point” means the physical point at which the Facility is connected with the Transmission System or, if RF/QF interconnects with a Transmission System other than DEF’s, DEF’s interconnection with the Transmission Provider’s Transmission System, or such other physical point on which RF/QF and DEF may agree.



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.408  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.408

“Eligible Collateral” means (i) a Letter of Credit from a Qualified Institution or (ii) cash deposit provided to DEF by RF/QF or a combination of (i), and/or (ii) as outlined in Section 11.

“Energy” means megawatt-hours generated by the Facility of the character commonly known as three-phase, sixty hertz electric energy that is delivered at a nominal voltage at the Electrical Interconnection Point.

“Environmental Attributes” or “EA” means all attributes of an environmental or other nature that are created or otherwise arise from the Facility’s generation of electricity from a renewable energy source in contrast with the generation of electricity using nuclear or fossil fuels or other traditional resources. Forms of such attributes include, without limitation, any and all environmental air quality credits, green credits, renewable energy credits (“RECs”), carbon credits, emissions reduction credits, certificates, tags, offsets, allowances, or similar products or rights, howsoever entitled, (i) resulting from the avoidance of the emission of any gas, chemical, or other substance, including but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil gas, chemical, or other substance, and (ii) attributable to the generation, purchase, sale or use of Energy from or by the Facility, or otherwise attributable to the Facility during the Term. Environmental Attributes include, without limitation, those currently existing or arising during the Term under local, state, regional, federal, or international legislation or regulation relevant to the avoidance of any emission described in this Contract under any governmental, regulatory or voluntary program, including, but not limited to, the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other programs, laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency (“CAMD”) or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.).

“Event of Default” has the meaning assigned to it in Section 14.

“Execution Date” has the meaning assigned to it in the opening paragraph of this Contract.

“Exemplary Early Capacity Payment Date” means the exemplary date used to calculate Capacity Payments for Option B and D. This date is specified in Section 4. The actual Capacity Payments for Option B and D will be calculated based upon the Required Capacity Delivery Date.

“Expected Nameplate Capacity Rating” means the total generating capacity of the Facility that is the sum of (a) the Committed Capacity, and (b) the capacity required for any station service use of generating unit equipment or auxiliaries, including, without limitation, cooling towers, heat exchanges, duct burners and other equipment that could be used for energy production or as required by law, and shall be in service during the Committed Capacity Test Period and (c) any other capacity reserved for on-site use or energy production.

“Expiration Date” means the final date upon which this Contract can be executed. This date is specified in Section 4.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.408  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.408

~~“Facility” means all equipment, as described in this Contract, used to produce electric energy and, and all equipment that is owned or controlled by the RE/QF required for parallel operation with the Transmission System. In the case of a cogenerator the Facility includes all equipment that is owned or controlled by the RE/QF to produce useful thermal energy through the sequential use of energy.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~SECOND-THIRD~~ REVISED SHEET NO. 9.409  
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
9.409

“Facility” means all equipment, as described in this Contract, used to produce electric energy and, and all equipment that is owned or controlled by the RF/QF required for parallel operation with the Transmission System. In the case of a cogenerator the Facility includes all equipment that is owned or controlled by the RF/QF to produce useful thermal energy through the sequential use of energy.

“Financial Closing” means the fulfillment of each of the following conditions:

- (a) the execution and delivery of the Financing Documents; and
- (b) all Conditions Precedent to the initial availability for disbursement of funds under the Financing Documents (other than relating to the effectiveness of this Contract) are satisfied or waived.

“Financing Documents” shall mean documentation with respect to any private equity investment in RF/QF, any loan agreements (including agreements for any subordinated debt), notes, bonds, indentures, guarantees, security agreements and hedging agreements relating to the financing or refinancing of the design, development, construction, Testing, Commissioning, operation and maintenance of the Facility or any guarantee by any Financing Party of the repayment of all or any portion of such financing or refinancing.

“Financing Party” means the Persons (including any trustee or agent on behalf of such Persons) providing financing or refinancing to or on behalf of RF/QF for the design, development, construction, testing, commissioning, operation and maintenance of the Facility (whether limited recourse, or with or without recourse).

“Firm Capacity and Energy” has the meaning assigned to it in Appendix D.

“Firm Capacity Rate” has the meaning assigned to it in Appendix D.

“Firm Energy Rate” has the meaning assigned to it in Appendix D.

“Force Majeure” has the meaning given to it in Section 18.

“FPSC” means the Florida Public Service Commission or its successor.

“Government Agency” means the United States of America, or any state or any other political subdivision thereof, including without limitation, any municipality, township or county, and any domestic entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.410  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.410

“IEEE” means the Institute of Electrical and Electronics Engineers, Inc.

“Indemnified Party” has the meaning assigned to it in Section 16.

“Indemnifying Party” has the meaning assigned to it in Section 16.

“Initial Reduction Value” has the meaning assigned to it in Appendix B.

“Insurance Services Office” has the meaning assigned to it in Section 17.

“KVA” means one or more kilovolts-amperes of electricity, as the context requires.

“kW” means one or more kilowatts of electricity, as the context requires.

“kWh” means one or more kilowatt-hours of electricity, as the context requires.

“Letter of Credit” means a stand-by letter of credit from a Qualified Institution that is acceptable to DEF whose approval may not be unreasonably withheld. The Letter of Credit must provide that DEF has the right to draw on the Letter of Credit in the event that less than twenty (20) Business Days remain until its expiration and RF/QF has failed to renew the Letter of Credit or provide replacement Eligible Collateral as required under this Agreement.

“Licensed Professional Engineer” means a person who is licensed to engage in the practice of engineering under Chapter 471 of the Florida Statutes.

“LOI” means a letter of intent for fuel supply.

“MCPC” means the Monthly Capacity Payment for Option A.

“Monthly Billing Period” means the period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

“Monthly Availability Factor” or “MAF” means the total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity and the total hours during the Monthly Billing Period.

“Monthly Capacity Payment” or “MCP” means the payment for Capacity calculated in accordance with Appendix A.

“MW” means one or more megawatts of electricity, as the context requires.

“MWh” means one or more megawatt-hours of electricity, as the context requires.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: June 9, 2016



SECTION No. IX  
SECOND REVISED SHEET NO. 9.411  
CANCELS FIRST REVISED SHEET NO. 9.411

“Option A” means normal Capacity Payments as described in Appendix D.

“Option B” means early Capacity Payments as described in Appendix D.

“Option C” means levelized Capacity Payments as described in Appendix D.

“Option D” means early levelized Capacity Payments as described in Appendix D.

“Party” or “Parties” has the meaning assigned to it in the opening paragraph of this Contract.

“Person” means any individual, partnership, corporation, association, joint stock company trust, joint venture, unincorporated organization, or Governmental Agency (or any department, agency, or political subdivision thereof).

“Project Consents” mean the following Consents, each of which is necessary to RF/QF for the fulfillment of RF/QF’s obligations hereunder:

- (a) the Authorization to Construct;
- (b) planning permission and consents in respect of the Facility, and any electricity substation located at the Facility site, including but not limited to, a prevention of significant deterioration permit, a noise, proximity and visual impact permit, and any required zoning permit; and
- (c) any integrated pollution control license.

“Project Contracts” means this Contract, and any other contract required to construct, operate and maintain the Facility. The Project Contracts may include, but are not limited to, the turnkey engineering, procurement and construction contract, the electrical interconnection and operating agreement, the fuel supply agreement, the facility site lease, and the operation and maintenance agreement.

“Prudent Utility Practices” means any of the practices, methods, standards and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of owners and operators of power plants of technology, complexity and size similar to the Facility in the United States) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result and goals (including such goals as efficiency, reliability, economy and profitability) in a manner consistent with applicable facility design limits and equipment specifications and applicable laws and regulations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts in each case taking into account the Facility as an independent power project.



SECTION No. IX  
FOURTH REVISED SHEET NO. 9.412  
CANCELS THIRD REVISED SHEET NO. 9.412

“Qualifying Facility” or “QF” means a cogenerator, small power producer, or non-utility generator that has been certified or self-certified by the FERC as meeting certain ownership, operating and efficiency criteria established by the Federal Energy Regulatory Commission pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”), the criteria for which are currently set forth in 18 C.F.R. § 292, *et seq.* (2006), Section 210 of PURPA, 16 U.S.C. § 824a-3 (2005), 16 U.S.C. 796 *et seq.* (2006), and Section 1253 of EPAct 2005, Pub. L. No. 109-58, § 1253, 119 Stat. 594 (2005) or, alternatively, analogous provisions under the laws of the State of Florida.

“Qualified Institution” means the domestic office of a United States commercial bank or trust company or the United States branch of a foreign bank having total assets of at least ten billion dollars (\$10,000,000,000) (which is not an affiliate of either party) and a general long-term senior unsecured debt rating of A- or higher (as rated by Standard & Poor’s Ratings Group), or A3 or higher (as rated by Moody’s Investor Services).

“Rate Schedule COG-1” means DEF’s Agreement for Purchase of As-Available Energy and/or Parallel Operation with a Qualifying Facility as approved by the FPSC and as may be amended from time to time.

“REC” means renewable energy credits, green tags, green tickets, renewable certificates, tradable renewable energy credits (“T-REC”) or any tradable certificate that is produced by a renewable generator in addition to and in proportion to the production of electrical energy.

“Reduction Value” has the meaning assigned to it in Appendix B.

“Remedial Action Plan” has the meaning assigned to it in Section 20.3.

“Renewable Facility” or “RF/QF” means an electrical generating unit or group of units at a single site, interconnected for synchronous operation and delivery of electricity to an electric utility, where the primary energy in British Thermal Units used for the production of electricity is from one or more of the following sources: hydrogen produced from sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from a commercial or industrial manufacturing process.

“Required Capacity Deliver Date” means the date specified in Appendix E. In the event that no Required Capacity Delivery Date is specified in Appendix E then the RF/QF shall achieve the Capacity Delivery Date on or before the Avoided Unit In-Service Date

“RF/QF Entities” has the meaning assigned to it in Section 16.



SECTION No. IX  
THIRD REVISED SHEET NO. 9.413  
CANCELS SECOND REVISED SHEET NO. 9.413

“RF/QF Insurance” has the meaning assigned to it in Section 17.

“RF/QF Performance Security” has the meaning assigned in Section 11.

“Security Documentation” has the meaning assigned to it in Section 12.

“Term” has the meaning assigned to it in Section 3.

“Termination Date” means the date upon which this Contract terminates unless terminated earlier in accordance with the provisions hereof. This date is specified in Section 4.

“Termination Fee” means the fee described in Appendix B as it applies to any Capacity Payments made under Option B, C or D.

“Termination Security” has the meaning assigned to it in Section 12.

“Transmission Provider” means the operator(s) of the Transmission System(s) or any successor thereof or any other entity or entities authorized to transmit Energy on behalf of RF/QF from the Electrical Interconnection Point.

“Transmission System” means the system of electric lines comprised wholly or substantially of high voltage lines, associated system protection, system stabilization, voltage transformation, and capacitance, reactance and other electric plant used for conveying electricity from a generating station to a substation, from one generating station to another, from one substation to another, or to or from any Electrical Interconnection Point or to ultimate consumers and shall include any interconnection owned by the Transmission Provider or DEF, but shall in no event include any lines which the Transmission Provider has specified to be part of the Distribution System except for any distribution facilities required to accept capacity and energy from the Facility.



SECTION No. IX  
 SECOND REVISED SHEET NO. 9.414  
 CANCELS FIRST REVISED SHEET NO. 9.414

**2. Facility; Renewable Facility or Qualifying Facility Status**

The Facility's location and generation capabilities are as described in Table 1 below.

**TABLE 1**

<b>TECHNOLOGY AND GENERATOR CAPABILITIES</b>	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

The RF/QF's failure to complete Table 1 in its entirety shall render this Contract null and void and of no further effect.

The RF/QF shall use the same fuel or energy source and maintain the status as a Renewable Facility or a Qualifying Facility throughout the term of this Contract. RF/QF shall at all times keep DEF informed of any material changes in its business which affects its Renewable Facility or Qualifying Facility status. DEF and RF/QF shall have the right, upon reasonable notice of not less than seven (7) Business Days, to inspect the Facility and to examine any books, records, or other documents reasonably deemed necessary to verify compliance with this Contract. In the event of an emergency at or in proximity to the RF/QF site that impacts DEF's system, DEF shall make reasonable efforts to contact the Facility and make arrangements for an emergency inspection. On or before March 31 of each year during the term of this Contract, the RF/QF shall provide to DEF a certificate signed by an officer of the RF/QF certifying that the RF/QF continuously maintained its status as a Renewable Facility or a Qualifying Facility during the prior calendar year.



SECTION No. IX  
~~THIRTEENTH, TWELFTH~~-REVISED SHEET NO. 9.415  
 CANCELS ~~TWELFTH, ELEVENTH~~-REVISED SHEET  
 NO. 9.415

### 3. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties and shall end at 12:01 a.m. on the Termination Date, (the "Term") unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date of the Facility is not accomplished by the RF/QF before the Required Capacity Delivery Date (or such later date as may be permitted by DEF pursuant to Section 7), this Contract shall be rendered null and void and DEF's shall have no obligations under this Contract.

### 4. Minimum Specifications and Milestones

As required by FPSC Rule 25-17.0832(4)(e), the minimum specifications pertaining to this Contract and milestone dates are as follows:

Avoided Unit	Undesignated Combustion Turbine
Avoided Unit Capacity	<del>226-218</del> MW
Avoided Unit In-Service Date	June 1, 2027
Avoided Unit Heat Rate	<del>10,905</del> 12,005 BTU/kWh
Avoided Unit Variable O&M	0.934-716¢ per kWh in mid-2019 <del>8</del> dollars escalating annually at 2.50%
Avoided Unit Life	35 years
Capacity Payments begin	Avoided Unit In-Service Date unless Option B, or D is selected or amended in Appendix E
Termination Date	May 31, 2037 (10 years) unless amended in Appendix E
Minimum Performance Standards – On Peak Availability Factor*	95%
Minimum Performance Standards – Off Peak Availability Factor	95%
Minimum Availability Factor Required to qualify for a Capacity payment	75%
Expiration Date	April 1, 20 <del>20</del> 19
Completed Permits Date	June 1, 2025
Exemplary Early Capacity Payment Date	January 1, 2025

\* RF/QF performance shall be as measured and/or described in Appendix A.



SECTION No. IX  
~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 9.416  
CANCELS ~~SIXTH-SEVENTH~~ REVISED SHEET NO.  
9.416

**5. Conditions Precedent**

- (a) Unless otherwise waived in writing by DEF, on or before the Drop Dead Date, RF/QF shall satisfy the following Conditions Precedent:
- (i) RF/QF shall have obtained firm transmission service necessary to deliver Capacity and energy from the Facility to the Electrical Interconnection Point, in a form and substance satisfactory to RF/QF in its sole discretion;
  - (ii) RF/QF shall have obtained the Project Consents and any other Consents for which it is responsible under the terms hereof in a form and substance satisfactory to RF/QF in its sole discretion;
  - (iii) RF/QF shall have entered into Financing Documents relative to the construction of the entire Facility and have achieved Financial Closing in a form and substance satisfactory to RF/QF in its sole discretion; RF/QF shall have obtained an Auditor's Standard Report for the most recent financial year from a Certified Public Accountant (reasonably acceptable to DEF in all respects). If the RF/QF has a nameplate capacity of 5 MW or less, or the RF/QF is owned by a Government Agency or the RF/QF is a publicly traded company that is Creditworthy then an Auditor's Standard Report is not required. The RF/QF shall provide the Duke Energy Florida Director of Qualified Facility Contracts a copy of the Auditor's Standard Report and a copy of the signing partner's Certified Public Accountant license;
  - (iv) RF/QF shall have entered into the Project Contracts in a form and substance satisfactory to RF/QF in its sole discretion;
  - (v) RF/QF shall have obtained insurance policies or coverage in compliance with Section 17;
  - (vi) Each Party shall have delivered to the other Party (i) a copy of its constitutional documents (certified by its corporate secretary as true, complete and up-to-date) and (ii) a copy of a corporate resolution approving the terms of this Contract and the transactions contemplated hereby and authorizing one or more individuals to execute this Contract on its behalf (such copy to have been certified by its corporate representative as true, complete and up-to-date);
  - (vii) RF/QF shall have obtained Qualifying Facility status from either the FPSC or FERC. The RF/QF shall provide the Duke Energy Florida Director of Qualified Facility Contracts a copy of the certification of QF status filing and any re-filings required to reflect subsequent changes to the previously certified Facility.
  - (viii) RF/QF shall obtain a certificate addressed to DEF from a Licensed Professional Engineer (reasonably acceptable to DEF in all respects) stating the project is technically viable. The RF/QF shall provide the Duke Energy Florida Director of Qualified Facility Contracts this certificate and a copy of the Professional Engineer's license.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 9.416  
CANCELS ~~SIXTH-SEVENTH~~ REVISED SHEET NO.  
9.416

- ~~(b) Promptly upon satisfaction of the Conditions Precedent to be satisfied, the Party having satisfied the same shall deliver to the other Party a certificate evidencing such satisfaction. DEF may waive the satisfaction of a Condition Precedent at its sole discretion. Such waiver must be made in writing. Subject to there being no Event of Default which has occurred and/or is continuing as of the date upon which the last of such certificates is delivered, the date of such last certificate shall constitute the effective date of this Contract (the "Effective Date").~~
- ~~(c) Unless all Conditions Precedent are satisfied on or before the Drop Dead Date or such Conditions Precedent are waived in writing, this Contract shall terminate on such date and neither Party shall have any further liability to the other Party hereunder.~~
- ~~(d) RE/QF shall achieve the Capacity Delivery Date on or before the Required Capacity Delivery Date.~~



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.417  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.417

- (b) Promptly upon satisfaction of the Conditions Precedent to be satisfied, the Party having satisfied the same shall deliver to the other Party a certificate evidencing such satisfaction. DEF may waive the satisfaction of a Condition Precedent at its sole discretion. Such waiver must be made in writing. Subject to there being no Event of Default which has occurred and/or is continuing as of the date upon which the last of such certificates is delivered, the date of such last certificate shall constitute the effective date of this Contract (the "Effective Date").
- (c) Unless all Conditions Precedent are satisfied on or before the Drop Dead Date or such Conditions Precedent are waived in writing, this Contract shall terminate on such date and neither Party shall have any further liability to the other Party hereunder.
- (d) RF/QF shall achieve the Capacity Delivery Date on or before the Required Capacity Delivery Date.
- (e) RF/QF shall ensure that before the initial Committed Capacity Test:
- the Facility shall have been constructed so that the Committed Capacity Test may be duly and properly undertaken in accordance with Section 7; and
  - an operable physical connection from the Facility to the Transmission System shall have been effected in accordance with the electrical interconnection and operating agreement required by the Transmission Provider, provided, however, that such physical connection shall be made consistent with the terms hereof.

## 6. Sale of Electricity by the RF/QF

- 6.1 Consistent with the terms hereof, the RF/QF shall sell to DEF and DEF shall purchase from the RF/QF electric power generated by the Facility. The purchase and sale of electricity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the RF/QF, subject to the provisions of Appendix D.
- 6.2 Ownership and Offering For Sale Of Renewable Energy Attributes
- Subject to Section 6.3, the RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.
- 6.3 In the event that the RF/QF decides to sell any or all EAs that result from the electric generation of the RF/QF during the term of this Contract, the RF/QF shall provide notice to the Company of its intent to sell such EAs and provide the Company a reasonable opportunity to offer to purchase such EAs.



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.417  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.417

- ~~6.4 The RF/QF shall not rely on interruptible or curtailable standby service for the start-up requirements (initial or otherwise) of the Facility.~~
- ~~6.5 The RF/QF shall be responsible for the scheduling of required transmission and for all costs, expenses, taxes, fees and charges associated with the delivery of energy to DEF. The RF/QF shall enter into a transmission service agreement with the Transmission Provider in whose service territory the Facility is to be located and the RF/QF shall make any and all transmission related arrangements (including interconnection and ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm Capacity and energy to DEF. The Capacity and energy amounts paid to the RF/QF hereunder do not include transmission losses. The RF/QF shall be responsible for transmission losses that occur prior to the point at which the RF/QF's energy is delivered to DEF. The Parties recognize that the Transmission Provider may be DEF and that if DEF is the Transmission Provider, the transmission service will be provided under a separate agreement.~~



SECTION No. IX  
~~SIXTH-SEVENTH~~ REVISED SHEET NO. 9.418  
CANCELS ~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.418

6.4 The RF/QF shall not rely on interruptible or curtailable standby service for the start up requirements (initial or otherwise) of the Facility.

6.5 The RF/QF shall be responsible for the scheduling of required transmission and for all costs, expenses, taxes, fees and charges associated with the delivery of energy to DEF. The RF/QF shall enter into a transmission service agreement with the Transmission Provider in whose service territory the Facility is to be located and the RF/QF shall make any and all transmission-related arrangements (including interconnection and ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm Capacity and energy to DEF. The Capacity and energy amounts paid to the RF/QF hereunder do not include transmission losses. The RF/QF shall be responsible for transmission losses that occur prior to the point at which the RF/QF's energy is delivered to DEF. The Parties recognize that the Transmission Provider may be DEF and that if DEF is the Transmission Provider, the transmission service will be provided under a separate agreement.

#### 7. Committed Capacity/Capacity Delivery Date

7.1 If the RF/QF commits to sell capacity to DEF, the amount of which shall be determined in accordance with this Section 7. Subject to Section 7.3, the Committed Capacity is set at \_\_\_\_\_ kW, with an expected Capacity Delivery Date on or before the Required Capacity Delivery Date.

7.2 Capacity testing of the Facility (each such test a Committed Capacity Test) shall be performed in accordance with the procedures set forth in Section 8. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than ninety (90) days before the Required Capacity Delivery Date and testing must be completed before the Avoided Unit In-Service Date or an earlier date in Appendix E. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 7.1. Subject to Section 8.1, the RF/QF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test.

7.3 In addition to the first Committed Capacity Test, DEF shall have the right to require the RF/QF, after notice of no less than ten (10) Business Days prior to such proposed event, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to two (2) times per year, the results of which shall be provided to DEF within seven (7) calendar days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 7.1. Provided however, any such second test requested within a twelve (12) month period must be for cause.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~SEVENTH EIGHTH~~ REVISED SHEET NO. 9.419  
CANCELS ~~SIXTH SEVENTH~~ REVISED SHEET NO.  
9.419

- 7.4 Notwithstanding anything contrary to the terms hereof, the Committed Capacity may not exceed the amount set forth in Section 7.1 without the consent of DEF, which consent shall be granted in DEF's sole discretion.
- 7.5 Unless Option B or D as contained in Appendix D or Appendix E is chosen by RF/QF, DEF shall make no Capacity Payments to the RF/QF prior to the Avoided Unit In-Service Date.
- 7.6 The RF/QF shall be entitled to receive Capacity Payments beginning on the Capacity Delivery Date, provided the Capacity Delivery Date occurs before the Required Capacity Delivery Date (or such later date permitted by DEF) and the following Delivery Date Conditions (defined below) have been satisfied. If the Capacity Delivery Date does not occur before the Required Capacity Delivery Date, DEF shall immediately be entitled to draw down the Completion/Performance Security in full.

7.6.1 A certificate addressed to DEF from a Licensed Professional Engineer (reasonably acceptable to DEF in all respects) stating: (a) the nameplate capacity rating or capability of the Facility at the anticipated time of commercial operation and through the term of this Contract assuming the use of Prudent Utility Practices, must be between 95% and 105% of the "Expected Nameplate Capacity Rating;" (b) that the Facility is able to generate electric energy reliably in amounts expected by this Contract and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 10.5, all system protection and control and Automatic Generation Control devices are installed and operational.

7.6.2 A certificate addressed to DEF from a Licensed Professional Engineer (reasonably acceptable to DEF in all respects) stating, in conformance with the requirements of the interconnection agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the Transmission System in conformance with the interconnection agreement and able to deliver energy consistent with the terms of this Contract.

7.6.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to DEF in all respects) stating that the RF/QF has obtained or entered into all permits and agreements including, but not limited to Project Contracts with respect to the Facility necessary for land control, construction, ownership, operation, and maintenance of the Facility (the "Project Contracts"). RF/QF must provide copies of any or all Project Contracts requested by DEF.



SECTION No. IX  
~~SEVENTH~~<sup>EIGHTH</sup> REVISED SHEET NO. 9.419  
CANCELS ~~SIXTH~~<sup>SEVENTH</sup> REVISED SHEET NO.  
9.419

**~~8. Testing Procedures~~**

~~8.1 The Committed Capacity Test must be completed successfully within the Demonstration Period, which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the RF/QF by means of a written notice to DEF delivered at least thirty (30) calendar days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test ordered by DEF under any of the provisions of this Contract. DEF shall have the right to be present onsite to monitor firsthand any Committed Capacity Test required or permitted under this Contract.~~

~~8.2 The Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test Period shall commence at the time designated by the RF/QF pursuant to Section 8.1 or at such time requested by DEF pursuant to Section 7.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that DEF is notified of, and consents to, such earlier time.~~

~~8.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period.~~

~~8.4 The Capacity of the Facility shall be the minimum hourly net output in kW (generator output minus auxiliary) measured over the Committed Capacity Test Period.~~



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.420  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.420

7.6.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to DEF in all respects), stating, after all appropriate and reasonable inquiry, that: (a) the RF/QF has obtained or entered into all Project Contracts; (b) neither RF/QF nor the Facility is in violation of, or subject to any liability under any applicable law; and (c) RF/QF has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings.

For each Licensed Professional Engineer utilized in 7.6.1 through 7.6.4, RF/QF should provide DEF with a copy of the Professional Engineer's license.

DEF shall have ten, (10) Business Days after receipt either to confirm to the RF/QF that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what DEF reasonably believes has not been satisfied.

## 8. Testing Procedures

8.1 The Committed Capacity Test must be completed successfully within the Demonstration Period, which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the RF/QF by means of a written notice to DEF delivered at least thirty (30) calendar days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test ordered by DEF under any of the provisions of this Contract. DEF shall have the right to be present onsite to monitor firsthand any Committed Capacity Test required or permitted under this Contract.

8.2 The Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test Period shall commence at the time designated by the RF/QF pursuant to Section 8.1 or at such time requested by DEF pursuant to Section 7.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that DEF is notified of, and consents to, such earlier time.

8.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period.

8.4 The Capacity of the Facility shall be the minimum hourly net output in kW (generator output minus auxiliary) measured over the Committed Capacity Test Period.



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.420  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.420

~~8.5~~ The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the RF/QF.

~~8.6~~ The results of any Committed Capacity Test, including all data related to Facility operation and performance during testing, shall be submitted to DEF by the RF/QF within seven (7) calendar days of the conclusion of the Committed Capacity Test. The RF/QF shall certify that all such data is accurate and complete.

~~9. Payment for Electricity Produced by the Facility:~~

~~9.1 Energy~~

~~9.1.1~~ DEF agrees to pay the RF/QF for energy produced by the Facility and delivered to DEF in accordance with the rates and procedures contained in Appendix D, as it may be amended from time to time. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule COG 1 or Appendix D whichever applies as approved and on file with the FPSC.

~~9.1.2~~ DEF may, at its option, limit deliveries under this Contract to 110% of the Committed Capacity as set forth in Section 7. In the event that DEF chooses to limit deliveries, any energy in excess of 110% of the Committed Capacity will be paid for at the rates defined in Rate Schedule COG 1 and shall not be included in the calculations in Appendix A hereto.

~~9.2 Capacity~~

~~DEF agrees to pay the RF/QF for the Capacity described in Section 7 in accordance with the rates and procedures contained in Appendix D, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of Option \_\_\_\_\_ of Appendix D or an alternative rate schedule in Appendix E. The RF/QF understands and agrees that Capacity Payments will only be made if the Capacity Delivery Date occurs before the Required Capacity Delivery Date and the Facility is delivering firm Capacity and Energy to DEF. Once so selected, this Option, the Firm Capacity Rate and/or the Firm Energy Rate cannot be changed for the term of this Contract.~~



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.421  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.421

8.5 The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the RF/QF.

8.6 The results of any Committed Capacity Test, including all data related to Facility operation and performance during testing, shall be submitted to DEF by the RF/QF within seven (7) calendar days of the conclusion of the Committed Capacity Test. The RF/QF shall certify that all such data is accurate and complete.

## 9. Payment for Electricity Produced by the Facility

### 9.1 Energy

9.1.1 DEF agrees to pay the RF/QF for energy produced by the Facility and delivered to DEF in accordance with the rates and procedures contained in Appendix D, as it may be amended from time to time. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule COG-1 or Appendix D whichever applies as approved and on file with the FPSC.

9.1.2 DEF may, at its option, limit deliveries under this Contract to 110% of the Committed Capacity as set forth in Section 7. In the event that DEF chooses to limit deliveries, any energy in excess of 110% of the Committed Capacity will be paid for at the rates defined in Rate Schedule COG-1 and shall not be included in the calculations in Appendix A hereto.

### 9.2 Capacity

DEF agrees to pay the RF/QF for the Capacity described in Section 7 in accordance with the rates and procedures contained in Appendix D, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of Option \_\_\_\_\_ of Appendix D or an alternative rate schedule in Appendix E. The RF/QF understands and agrees that Capacity Payments will only be made if the Capacity Delivery Date occurs before the Required Capacity Delivery Date and the Facility is delivering firm Capacity and Energy to DEF. Once so selected, this Option, the Firm Capacity Rate and/or the Firm Energy Rate cannot be changed for the term of this Contract.

### 9.3 Payments for Energy and Capacity

9.3.1 Payments due the RF/QF will be made monthly, and normally by the twentieth Business Day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rate at which payments are being made shall accompany the payment to the RF/QF.

~~9.3.2 Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 10, 2014



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.421  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.421

~~adjustments due to error or omission by either Party, provided that such adjustments have been agreed to between the Parties.~~

~~10. Electricity Production and Plant Maintenance Schedule~~

~~10.1 No later than sixty (60) calendar days prior to the Required Capacity Delivery Date, and prior to October 1 of each calendar year thereafter during the term of this Contract, the RF/QF shall submit to DEF in writing a good faith estimate of the amount of electricity to be generated by the Facility and delivered to DEF for each month of the following calendar year, including the time, duration and magnitude of any scheduled maintenance period(s) or reductions in Capacity. The RF/QF agrees to provide updates to its planned maintenance periods as they become known. The Parties agree to discuss coordinating scheduled maintenance schedules.~~

~~10.2 By October 31 of each calendar year, DEF shall notify the RF/QF in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If DEF does not accept any of the requested scheduled maintenance periods, DEF shall advise the RF/QF of the time period closest to the requested period(s) when the outage(s) can be scheduled. The RF/QF shall only schedule outages during periods approved by DEF, and such approval shall not be unreasonably withheld. Once the schedule for the detailed plan has been established and approved, either Party requesting a subsequent change in such schedule, except when such change is due to Force Majeure, must obtain approval for such change from the other Party. Such approval shall not be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to twenty four days per calendar year. In no event shall maintenance periods be scheduled during the following periods: June 1 through September 15 and December 1 through and including the last day of February.~~

~~10.3 The RF/QF shall comply with reasonable requests by DEF regarding day to day and hour by hour communication between the Parties relative to electricity production and maintenance scheduling.~~



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET No. 9.422  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.422

9.3.2 Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing adjustments due to error or omission by either Party, provided that such adjustments have been agreed to between the Parties.

#### 10. Electricity Production and Plant Maintenance Schedule

10.1 No later than sixty (60) calendar days prior to the Required Capacity Delivery Date, and prior to October 1 of each calendar year thereafter during the term of this Contract, the RF/QF shall submit to DEF in writing a good-faith estimate of the amount of electricity to be generated by the Facility and delivered to DEF for each month of the following calendar year, including the time, duration and magnitude of any scheduled maintenance period(s) or reductions in Capacity. The RF/QF agrees to provide updates to its planned maintenance periods as they become known. The Parties agree to discuss coordinating scheduled maintenance schedules.

10.2 By October 31 of each calendar year, DEF shall notify the RF/QF in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If DEF does not accept any of the requested scheduled maintenance periods, DEF shall advise the RF/QF of the time period closest to the requested period(s) when the outage(s) can be scheduled. The RF/QF shall only schedule outages during periods approved by DEF, and such approval shall not be unreasonably withheld. Once the schedule for the detailed plan has been established and approved, either Party requesting a subsequent change in such schedule, except when such change is due to Force Majeure, must obtain approval for such change from the other Party. Such approval shall not be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to twenty four days per calendar year. In no event shall maintenance periods be scheduled during the following periods: June 1 through September 15 and December 1 through and including the last day of February.

10.3 The RF/QF shall comply with reasonable requests by DEF regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

~~10.4 The Parties recognize that the intent of the availability factor in Section 4 of this Contract includes an allowance for scheduled outages, forced outages and forced reductions in the output of the Facility. Therefore, the RF/QF shall provide DEF with notification of any forced outage or reduction in output which shall include the time and date at which the forced outage or reduction occurred, a brief description of the cause of the outage or reduction and the time and date when the forced outage or reduction ceased and the Facility was able to return to normal operation. This notice shall be provided to DEF within seventy two (72) hours of the end of the forced outage or reduction.~~



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET No. 9.422  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.422

~~The RF/QF is required to provide the total electrical output to DEF except (i) during a period that was scheduled in Section 10.2, (ii) during a period in which notification of a forced outage or reduction was provided, (iii) during an event of Force Majeure or (iv) during a curtailment period as described in Section 10.5.5. In no event shall the RF/QF deliver any portion of their electrical output to a third party.~~

#### ~~10.5 Dispatch and Control~~

~~10.5.1 Power supplied by the RF/QF hereunder shall be in the form of three-phase 60 hertz alternating current, at a nominal operating voltage of \_\_\_\_\_ volts (\_\_\_\_\_ kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, including power factor, as specified from time to time by DEF.~~

~~10.5.2 The RF/QF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, DEF's system, except for normal testing and repair in accordance with good engineering and operating practices as agreed by the Parties. The RF/QF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. All RF/QF facilities shall meet IEEE and utility standards. The RF/QF shall have independent, third party qualified personnel test, calibrate and certify in writing all protective equipment at least once every twelve (12) months in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and results provided to DEF in writing prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with Prudent Utility Practices.~~



SECTION No. IX  
~~SEVENTH~~<sup>EIGHTH</sup> REVISED SHEET NO. 9.423  
CANCELS ~~SIXTH~~<sup>SEVENTH</sup> REVISED SHEET NO.  
9.423

10.4 The Parties recognize that the intent of the availability factor in Section 4 of this Contract includes an allowance for scheduled outages, forced outages and forced reductions in the output of the Facility. Therefore, the RF/QF shall provide DEF with notification of any forced outage or reduction in output which shall include the time and date at which the forced outage or reduction occurred, a brief description of the cause of the outage or reduction and the time and date when the forced outage or reduction ceased and the Facility was able to return to normal operation. This notice shall be provided to DEF within seventy-two (72) hours of the end of the forced outage or reduction.

The RF/QF is required to provide the total electrical output to DEF except (i) during a period that was scheduled in Section 10.2, (ii) during a period in which notification of a forced outage or reduction was provided, (iii) during an event of Force Majeure or (iv) during a curtailment period as described in Section 10.5.5. In no event shall the RF/QF deliver any portion of their electrical output to a third party.

#### 10.5 Dispatch and Control

10.5.1 Power supplied by the RF/QF hereunder shall be in the form of three-phase 60 hertz alternating current, at a nominal operating voltage of \_\_\_\_\_ volts ( \_\_\_\_\_ kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, including power factor, as specified from time to time by DEF.

10.5.2 The RF/QF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, DEF's system, except for normal testing and repair in accordance with good engineering and operating practices as agreed by the Parties. The RF/QF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. All RF/QF facilities shall meet IEEE and utility standards. The RF/QF shall have independent, third party qualified personnel test, calibrate and certify in writing all protective equipment at least once every twelve (12) months in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and results provided to DEF in writing prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with Prudent Utility Practices.

10.5.3 If the Facility is separated from the DEF system for any reason, under no circumstances shall the RF/QF reconnect the Facility to DEF's system without first obtaining DEF'S specific approval.



SECTION No. IX  
~~SEVENTH EIGHTH~~ REVISED SHEET NO. 9.423  
CANCELS ~~SIXTH SEVENTH~~ REVISED SHEET NO.  
9.423

~~10.5.4 During the term of this Contract, the RF/QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with DEF. The RF/QF shall ensure that operating personnel are on duty at all times, twenty four (24) hours a calendar day and seven (7) calendar days a week. Additionally, during the term of this Contract, the RF/QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and Prudent Utility Practices.~~

~~10.5.5 DEF shall not be obligated to purchase, and may require curtailed or reduced deliveries of energy to the extent allowed under FPSC Rule 25-17.086 and under any curtailment plan which DEF may have on file with the FPSC from time to time.~~

~~10.5.6 During the term of this Contract, the RF/QF shall maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy two (72) hour period. At DEF's request, the RF/QF shall demonstrate this capability to DEF's reasonable satisfaction. During the term of this Contract, the RF/QF's output shall remain within a band of plus or minus ten percent (10%) of the daily output level or levels specified by the plant operator, in ninety percent (90%) of all operating hours under normal operating conditions. This calculation will be adjusted to exclude forced outage periods and periods during which the RF/QF's output is affected by a Force Majeure event.~~

~~11. Completion/Performance Security~~

~~11.1 Simultaneous with the execution of this Contract RF/QF shall deliver to DEF Eligible Collateral in an amount equal to \$30.00/kw of Committed Capacity as Completion/Performance Security.~~



SECTION No. IX  
~~EIGHTH/NINTH~~ REVISED SHEET NO. 9.424  
CANCELS ~~SEVENTH/EIGHTH~~ REVISED SHEET NO.  
9.424

10.5.4 During the term of this Contract, the RF/QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with DEF. The RF/QF shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. Additionally, during the term of this Contract, the RF/QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and Prudent Utility Practices.

10.5.5 DEF shall not be obligated to purchase, and may require curtailed or reduced deliveries of energy to the extent allowed under FPSC Rule 25-17.086 and under any curtailment plan which DEF may have on file with the FPSC from time to time.

10.5.6 During the term of this Contract, the RF/QF shall maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period. At DEF's request, the RF/QF shall demonstrate this capability to DEF's reasonable satisfaction. During the term of this Contract, the RF/QF's output shall remain within a band of plus or minus ten percent (10%) of the daily output level or levels specified by the plant operator, in ninety percent (90%) of all operating hours under normal operating conditions. This calculation will be adjusted to exclude forced outage periods and periods during which the RF/QF's output is affected by a Force Majeure event.

## 11. Completion/Performance Security

11.1 Simultaneous with the execution of this Contract RF/QF shall deliver to DEF Eligible Collateral in an amount equal to \$30.00/kw of Committed Capacity as Completion/Performance Security.

11.2 The choice of the type of Eligible Collateral by the RF/QF may be selected from time to time by the RF/QF and upon receipt of substitute Eligible Collateral, DEF shall promptly release the Eligible Collateral that has been replaced by the substitute Eligible Collateral. Following any termination of this Contract, the Parties shall mutually agree to a final settlement of all obligations under this Contract which such period shall not exceed 90 days from such termination date unless extended by mutual agreement between the Parties. After such settlement, any remaining Eligible Collateral posted by the RF/QF that has not been drawn upon by DEF pursuant to its rights under this Contract shall be returned to the RF/QF. Any dispute between the Parties regarding such final settlement shall be resolved according to applicable procedures set forth in Section 20.9.

~~11.3 Draws, Replenishment DEF may draw upon Eligible Collateral provided by the RF/QF following the occurrence of an Event of Default or pursuant to the other~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~July 13, 2017~~



SECTION No. IX  
~~EIGHTH/NINTH~~ REVISED SHEET NO. 9.424  
CANCELS ~~SEVENTH/EIGHTH~~ REVISED SHEET NO.  
9.424

~~provisions of this Contract in order to recover any damages to which DEF is entitled to under this Contract. In the event of such a draw then, except in the circumstance when this Contract otherwise terminates, the RF/QF shall within five (5) Business Days replenish the Eligible Collateral to the full amounts required.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~July 13, 2017~~



SECTION No. IX  
~~SIXTH-SEVENTH~~ REVISED SHEET NO. 9.425  
CANCELS ~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.425

- 11.3** Draws, Replenishment - DEF may draw upon Eligible Collateral provided by the RF/QF following the occurrence of an Event of Default or pursuant to the other provisions of this Contract in order to recover any damages to which DEF is entitled to under this Contract. In the event of such a draw then, except in the circumstance when this Contract otherwise terminates, the RF/QF shall within five (5) Business Days replenish the Eligible Collateral to the full amounts required.
- 11.4** In the event that the (a) Capacity Delivery Date occurs before the Required Capacity Delivery Date and (b) the ACBF is equal to or greater than 95% for the first twelve (12) months following the Capacity Delivery Date then DEF will return the Completion/Performance Security to the RF/QF within ninety (90) days of the first anniversary of the Capacity Delivery Date. In the event that the Capacity Delivery Date does not occur before the Required Capacity Delivery Date, consistent with Section 7.6 herein, then DEF shall immediately be entitled to ~~draw down~~retain the Completion/Performance Security in full. In the event the Capacity Delivery Date occurs before the Required Capacity Delivery Date, and, that the ACBF is less than 95% for any of the first twelve (12) months following the Capacity Delivery Date then DEF shall be entitled to ~~draw upon~~retain the Completion/Performance Security until the ACBF is equal to or greater than 95% for 12 consecutive months. Upon the completion of twelve (12) consecutive months with the ACBF is greater than or equal to 95%, then DEF will return the Completion/Performance Security within ninety (90) days. In the event that DEF requires the RF/QF to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 7.3 and, in connection with any such Committed Capacity Test(s), the RF/QF fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 7.1, DEF shall be entitled immediately to receive, draw upon, or retain, in its sole discretion as the case may be, one-hundred percent (100%) of the Completion/Performance Security as its sole remedy from the RF/QF's failure to perform, free from any claim or right of any nature whatsoever of the RF/QF, including any equity or right of redemption by the RF/QF. Upon the completion of twelve (12) consecutive months with the ACBF greater than or equal to 95% then DEF will return the Completion/Performance Security within ninety (90) days. Following any draws on the Completion/Performance Security, the RF/QF shall make payment to DEF to replenish the Completion/Performance Security to the amounts required pursuant to Section 11.1 within five (5) business days.
- 11.5** Reporting - RF/QF shall promptly notify DEF of any circumstance that results in RF/QF's failure to be in compliance with the RF/QF Performance Security Requirements of this Section 11. From time to time, at DEF's written request, RF/QF shall provide DEF with such evidence as DEF may reasonably request,



SECTION No. IX  
~~SIXTH-SEVENTH~~ REVISED SHEET NO. 9.425  
CANCELS ~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.425

that RF/QF Letter of Credit or Security Account is in full compliance with this Contract.

~~12. Termination Fee and Security~~

~~12.1 In the event that the RF/QF receives Capacity Payments pursuant to Option B, Option C, or Option D of Appendix D or any Capacity Payment schedule in Appendix E that differs from a Normal Capacity Payment Rate as calculated in FPSC Rule 25-17.0832(6)(a), then upon the termination of this Contract, the RF/QF shall owe and be liable to DEF for the Termination Fee. The RF/QF's obligation to pay the Termination Fee shall survive the termination of this Contract. DEF shall provide the RF/QF, on a monthly basis, a calculation of the Termination Fee.~~

~~12.1.1 The Termination Fee shall be secured by the RF/QF by: (i) an unconditional, irrevocable, standby letter(s) of credit issued by a Qualified Institution in form and substance acceptable to DEF (including provisions (a) permitting partial and full draws and (b) permitting DEF to draw upon such Letter of Credit, in full, if such Letter of Credit is not renewed or replaced at least twenty (20) Business Days prior to its expiration date); (ii) a bond issued to DEF by a financially sound company in form and substance acceptable to DEF in its sole discretion; or (iii) a cash deposit with DEF (any of (i), (ii), or (iii), the "Termination Security").~~



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.426  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.426

**12. Termination Fee and Security**

**12.1** In the event that the RF/QF receives Capacity Payments pursuant to Option B, Option C, or Option D of Appendix D or any Capacity Payment schedule in Appendix E that differs from a Normal Capacity Payment Rate as calculated in FPSC Rule 25-17.0832(6)(a), then upon the termination of this Contract, the RF/QF shall owe and be liable to DEF for the Termination Fee. The RF/QF's obligation to pay the Termination Fee shall survive the termination of this Contract. DEF shall provide the RF/QF, on a monthly basis, a calculation of the Termination Fee.

**12.1.1** The Termination Fee shall be secured by the RF/QF by: (i) an unconditional, irrevocable, standby letter(s) of credit issued by a Qualified Institution in form and substance acceptable to DEF (including provisions (a) permitting partial and full draws and (b) permitting DEF to draw upon such Letter of Credit, in full, if such Letter of Credit is not renewed or replaced at least twenty (20) Business Days prior to its expiration date); (ii) a bond issued to DEF by a financially sound company in form and substance acceptable to DEF in its sole discretion; or (iii) a cash deposit with DEF (any of (i), (ii), or (iii), the "Termination Security").

**12.1.2** DEF shall have the right and the RF/QF shall be required to monitor the financial condition of (i) the issuer(s) in the case of any Letter of Credit and (ii) the insurer(s), in the case of any bond. In the event the senior debt rating of any issuer(s) or insurer(s) has deteriorated to the extent that they fail to meet the requirements of a Qualified Institution, DEF may require the RF/QF to replace the letter(s) of credit or the bond, as applicable. In the event that DEF notifies the RF/QF that it requires such a replacement, the replacement letter(s) of credit or bond, as applicable, must be issued by a Qualified Institution, and meet the requirements of Section 12.1.1 within thirty (30) calendar days following such notification. Failure by the RF/QF to comply with the requirements of this Section 12.1.2 shall be grounds for DEF to draw in full on any existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

~~**12.1.3** After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, upon DEF's issuance of the Termination Fee calculation as described in Section 12.1, the RF/QF must provide DEF, within ten calendar (10) days, written assurance and documentation (the "Security Documentation"), in form and substance acceptable to DEF, that the amount of the Termination Security is sufficient to cover the balance of the Termination Fee through the end of the following quarter. In addition to the foregoing, at any time during the term of this Contract, DEF shall have the right to request and the RF/QF shall be obligated to deliver within five (5) calendar days of such request, such Security Documentation. Failure by the RF/QF to comply with the requirements of this Section 12.1.3 shall be grounds for DEF to draw in full on any~~

ISSUED BY: Javier Portuondo, **Managing Director, Rates & Regulatory Strategy - FL**  
EFFECTIVE: ~~July 21, 2015~~



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.426  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.426

~~existing Letter of Credit or bond or to retain any cash deposit, and to exercise any other remedies it may have hereunder.~~

~~12.1.4 Upon any termination of this Contract following the Required Capacity Delivery Date, DEF shall be entitled to receive (and in the case of the Letter(s) of Credit or bond, draw upon such Letter(s) of Credit or bond) and retain one hundred percent (100%) of the Termination Security.~~

~~13. Performance Factor~~

~~DEF desires to provide an incentive to the RF/QF to operate the Facility during on peak and off peak periods in a manner that approximates the projected performance of the Avoided Unit. A formula to achieve this objective is attached as Appendix A.~~



SECTION No. IX  
~~SIXTH-SEVENTH~~ REVISED SHEET NO. 9.427  
CANCELS ~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.427

12.1.3 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, upon DEF's issuance of the Termination Fee calculation as described in Section 12.1, the RF/QF must provide DEF, within ten calendar (10) days, written assurance and documentation (the "Security Documentation"), in form and substance acceptable to DEF, that the amount of the Termination Security is sufficient to cover the balance of the Termination Fee through the end of the following quarter. In addition to the foregoing, at any time during the term of this Contract, DEF shall have the right to request and the RF/QF shall be obligated to deliver within five (5) calendar days of such request, such Security Documentation. Failure by the RF/QF to comply with the requirements of this Section 12.1.3 shall be grounds for DEF to draw in full on any existing Letter of Credit or bond or to retain any cash deposit, and to exercise any other remedies it may have hereunder.

12.1.4 Upon any termination of this Contract following the Required Capacity Delivery Date, DEF shall be entitled to receive (and in the case of the Letter(s) of Credit or bond, draw upon such Letter(s) of Credit or bond) and retain one hundred percent (100%) of the Termination Security.

### 13. Performance Factor

DEF desires to provide an incentive to the RF/QF to operate the Facility during on-peak and off-peak periods in a manner that approximates the projected performance of the Avoided Unit. A formula to achieve this objective is attached as Appendix A.

### **14. Default**

Notwithstanding the occurrence of any Force Majeure as described in Section 18, each of the following shall constitute an Event of Default:

- (a) the RF/QF changes or modifies the Facility from that provided in Section 2 with respect to its type, location, technology or fuel source, without the prior written approval of DEF;
- (b) after the Capacity Delivery Date, the Facility fails for twelve (12) consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least seventy five percent (75%);
- (c) the RF/QF fails to satisfy its obligations to maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period under Section 10.5.6 hereof;
- (d) the failure to make when due, any payment required pursuant to this Contract if such failure is not remedied within three (3) Business Days after written notice;

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: June 9, 2016



SECTION No. IX  
~~SIXTH-SEVENTH~~ REVISED SHEET NO. 9.427  
CANCELS ~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.427

- ~~(e) either Party, or the entity which owns or controls either Party, ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against either Party or the entity which owns or controls either Party; or if a receiver shall be appointed for either Party or any of its assets or properties, or for the entity which owns or controls either Party; or if any part of either Party's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within thirty (30) calendar days thereof; or if either Party shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due;~~
- ~~(f) the RE/QF fails to give proper assurance of adequate performance as specified under this Contract within thirty (30) calendar days after DEF, with reasonable grounds for insecurity, has requested in writing such assurance;~~
- ~~(g) the RE/QF fails to achieve licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility by no later than the Completed Permits Date;~~
- ~~(h) the RE/QF fails to comply with the provisions of Section 11 hereof;~~
- ~~(i) any of the representations or warranties, including the certification of the completion of the Conditions Precedent, made by either Party in this Contract is false or misleading in any material respect as of the time made;~~



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.428  
 CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
 9.428

- (e) either Party, or the entity which owns or controls either Party, ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against either Party or the entity which owns or controls either Party; or if a receiver shall be appointed for either Party or any of its assets or properties, or for the entity which owns or controls either Party; or if any part of either Party's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within thirty (30) calendar days thereof; or if either Party shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due;
- (f) the RF/QF fails to give proper assurance of adequate performance as specified under this Contract within thirty (30) calendar days after DEF, with reasonable grounds for insecurity, has requested in writing such assurance;
- (g) the RF/QF fails to achieve licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility by no later than the Completed Permits Date;
- (h) the RF/QF fails to comply with the provisions of Section 11 hereof;
- (i) any of the representations or warranties, including the certification of the completion of the Conditions Precedent, made by either Party in this Contract is false or misleading in any material respect as of the time made;
- (j) if, at any time after the Capacity Delivery Date, the RF/QF reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 7.1 (as such level may be reduced by Section 7.3) within twelve (12) months following the occurrence of such event of Force Majeure; or
- (k) either Party breaches any material provision of this Contract not specifically mentioned in this Section 14;
- (l) the RF/QF fails to maintain its status as a Qualifying Facility.
- (m) the RF/QF sells any energy or firm capacity to an entity other than DEF.

## 15. Rights in the Event of Default

15.1 Upon the occurrence of any of the Events of Default in Section 14, the DEF may, at its option:

- 15.1.1 immediately terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2, by written notice to the RF/QF, and offset against any payment(s) due from DEF to the RF/QF, any monies otherwise due from the RF/QF to DEF;

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
 EFFECTIVE: July 13, 2017



SECTION No. IX  
~~FIFTH-SIXTH~~ REVISED SHEET NO. 9.428  
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO.  
9.428

~~15.1.2~~ enforce the provisions of the Completion/Performance Security pursuant to Section 11 and/or the Termination Security requirement pursuant to Section 12 hereof, as applicable; and

~~15.1.3~~ exercise any other remedy(ies) which may be available to DEF at law or in equity;

~~15.2~~ Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

~~16.~~ **Indemnification**

~~16.1~~ DEF and the RE/QF shall each be responsible for its own facilities. DEF and the RE/QF shall each be responsible for ensuring adequate safeguards for other DEF customers, DEF's and the RE/QF's personnel and equipment, and for the protection of its own generating system. Each Party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "DEF Entities" and "RE/QF Entities") from and against any and all claims, demands, costs or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) directly caused by, arising out of, or resulting from:



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.429  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.429

15.1.2 enforce the provisions of the Completion/Performance Security pursuant to Section 11 and/or the Termination Security requirement pursuant to Section 12 hereof, as applicable; and

15.1.3 exercise any other remedy(ies) which may be available to DEF at law or in equity.

15.2 Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

## 16. Indemnification

16.1 DEF and the RF/QF shall each be responsible for its own facilities. DEF and the RF/QF shall each be responsible for ensuring adequate safeguards for other DEF customers, DEF's and the RF/QF's personnel and equipment, and for the protection of its own generating system. Each Party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "DEF Entities" and "RF/QF Entities") from and against any and all claims, demands, costs or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) directly caused by, arising out of, or resulting from:

- (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;
- (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system;
- (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system;
- (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or
- (e) any other event or act that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees related to the Contract or the Parties' performance thereunder.

~~16.2 Payment by an Indemnified Party to a third party shall not be a condition precedent to the obligations of the Indemnifying Party under Section 16. No Indemnified Party under Section 16 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~June 5, 2018~~



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.429  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.429

~~Section 16 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 16 shall survive termination of this Contract.~~

**17. Insurance**

~~17.1 The RE/QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard "Insurance Services Office" commercial general liability and/or excess liability form or equivalent and Workers' Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the "RE/QF Insurance"). A certificate of insurance shall be delivered to DEF at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the RE/QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract or (ii) caused by operation of the Facility or any of the RE/QF's equipment. Without limiting the foregoing, the RE/QF Insurance must be reasonably acceptable to DEF. Any premium assessment or deductible shall be for the account of the RE/QF and not DEF.~~



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.430  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.430

16.2 Payment by an Indemnified Party to a third party shall not be a condition precedent to the obligations of the Indemnifying Party under Section 16. No Indemnified Party under Section 16 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 16 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 16 shall survive termination of this Contract.

## 17. Insurance

17.1 The RF/QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard "Insurance Services Office" commercial general liability and/or excess liability form or equivalent and Workers' Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the "RF/QF Insurance"). A certificate of insurance shall be delivered to DEF at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the RF/QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract or (ii) caused by operation of the Facility or any of the RF/QF's equipment. Without limiting the foregoing, the RF/QF Insurance must be reasonably acceptable to DEF. Any premium assessment or deductible shall be for the account of the RF/QF and not DEF.

17.2 The RF/QF Insurance for liability shall have a minimum limit of five million dollars (\$5,000,000.00) per occurrence for bodily injury (including death) or property damage. This liability limit can be met by any combination of commercial general and excess liability insurance policies.

17.3 To the extent that the RF/QF Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the Effective Date of this Contract or an earlier date. Furthermore, to the extent the RF/QF Insurance is on a "claims made" basis, the RF/QF's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the RF/QF Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the RF/QF during the term of this Contract.

17.4 The RF/QF shall provide DEF with a copy of any material communication or notice related to the RF/QF Insurance within ten (10) Business Days of the RF/QF's receipt or issuance thereof.



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.430  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.430

~~17.5 DEF shall be designated as an additional named insured under the RF/QF Insurance (except Workers' Compensation). The RF/QF Insurance shall be primary to any coverage maintained by DEF and provide, where permitted by law, waiver of any rights of subrogation against DEF. Any deductibles or retentions shall be the sole responsibility of RF/QF. RF/QF's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of RF/QF's liability or otherwise affect RF/QF's indemnification obligations pursuant to this Contract. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of DEF under this Contract with respect to any insurance coverage required hereunder. DEF may request the RF/QF to provide a copy of any or all of its required insurance policies, including endorsements in which DEF is included as an additional insured for any claims filed relative to this Contract.~~



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.431  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.431

17.5 DEF shall be designated as an additional named insured under the RF/QF Insurance (except Workers' Compensation). The RF/QF Insurance shall be primary to any coverage maintained by DEF and provide, where permitted by law, waiver of any rights of subrogation against DEF. Any deductibles or retentions shall be the sole responsibility of RF/QF. RF/QF's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of RF/QF's liability or otherwise affect RF/QF's indemnification obligations pursuant to this Contract. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of DEF under this Contractor with respect to any insurance coverage required hereunder. DEF may request the RF/QF to provide a copy of any or all of its required insurance policies, including endorsements in which DEF is included as an additional insured for any claims filed relative to this Contract.

## 18. Force Majeure

**18.1** "Force Majeure" is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement). Force Majeure shall not be based on (i) the loss of DEF's markets; (ii) DEF's economic inability to use or resell the Capacity and Energy purchased hereunder; or (iii) RF/QF's ability to sell the Capacity or Energy at a price greater than the price herein. Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the control of a Party, or a Party's failure to obtain on a timely basis and maintain a necessary permit or other regulatory approval, shall not be considered an event of Force Majeure, unless such Party can reasonably demonstrate, to the reasonable satisfaction of the non-claiming Party, that the event was not reasonably foreseeable, was beyond the Party's reasonable control and was not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its agents, contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract.

**18.2** Except as otherwise provided in this Contract, each Party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.431  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.431

~~18.3 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) Business Days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure in either case within two (2) Business Days thereof.~~



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.432  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.432

18.3 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) Business Days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure in either case within two (2) Business Days thereof.

**18.4** The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.

**18.5** If the RF/QF suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the RF/QF may, upon notice to DEF temporarily adjust the Committed Capacity as provided in Sections 18.6 and 18.7. Such adjustment shall be effective the first calendar day immediately following DEF's receipt of the notice or such later date as may be specified by the RF/QF. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

**18.6** If the Facility is rendered completely inoperative as a result of Force Majeure, the RF/QF shall temporarily set the Committed Capacity equal to 0 kW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 kW, DEF shall have no obligation to make Capacity Payments hereunder.

**18.7** If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the RF/QF shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

**18.8** Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provisions of this Contract, upon such cessation or cure, DEF shall have right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this Section 18.8. Any such Committed Capacity Test required by DEF shall be additional to any Committed Capacity Test under Section 7.3.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET NO. 9.432  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET NO.  
9.432

~~18.9 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 18.5 all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay for performance provisions in Appendix A.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~July 13, 2017~~



SECTION No. IX  
~~SECOND-THIRD~~ REVISED SHEET NO. 9.433  
 CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
 9.433

18.9 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 18.5 all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix A.

**18.10** The RF/QF agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with DEF's system if the same is (are) rendered inoperable due to actions of the RF/QF, its agents, or Force Majeure events affecting the RF/QF, the Facility or the interconnection with DEF. DEF agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by DEF or its agents.

## **19. Representations, Warranties, and Covenants of RF/QF**

Each Party hereto represents and warrants that as of the Effective Date:

### **19.1 Organization, Standing and Qualification**

DEF is a corporation duly organized and validly existing in good standing under the laws of Florida and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The RF/QF is a \_\_\_\_\_ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of \_\_\_\_\_ and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. Each Party is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on the other Party.

### ~~**19.2 Due Authorization, No Approvals, No Defaults**~~

~~Each of the execution, delivery and performance by each Party of this Contract has been duly authorized by all necessary action on the part of such Party, does not require any approval, except as has been heretofore obtained, of the shareholders DEF or of the \_\_\_\_\_ (shareholders, partners, or others, as applicable) of the RF/QF or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of such Party, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the articles of incorporation of DEF or the \_\_\_\_\_ (articles of~~

ISSUED BY: Javier Portuondo, **Managing Director, Rates & Regulatory Strategy - FL**  
 EFFECTIVE: ~~April 20, 2013~~



SECTION No. IX  
~~SECOND-THIRD~~ REVISED SHEET NO. 9.433  
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
9.433

~~incorporation, bylaws, or other as applicable) of such Party, or any agreement, judgment, injunction, order, decree or other instrument binding upon such Party, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: April 20, 2013



SECTION No. IX  
~~SECOND-THIRD~~ REVISED SHEET NO. 9.434  
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
9.434

### 19.2 Due Authorization, No Approvals, No Defaults

Each of the execution, delivery and performance by each Party of this Contract has been duly authorized by all necessary action on the part of such Party, does not require any approval, except as has been heretofore obtained, of the shareholders DEF or of the (shareholders, partners, or others, as applicable) of the RF/QF or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of such Party, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the articles of incorporation of DEF or the (articles of incorporation, bylaws, or other as applicable) of such Party, or any agreement, judgment, injunction, order, decree or other instrument binding upon such Party, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract.

### 19.3 Compliance with Laws

Each party has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. Each party also is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the other Party.

### 19.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by each Party of this Contract, nor the consummation by each Party of any of the transaction contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action with respect to governmental authority, except with respect to permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the RF/QF has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

### 19.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of each Party, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on each Party's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. Each Party has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment.

### ~~19.6 Environmental Matters~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: ~~April 20, 2013~~



SECTION No. IX  
~~SECOND-THIRD~~ REVISED SHEET NO. 9.434  
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO.  
9.434

~~To the best of its knowledge after diligent inquiry, each Party knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: April 20, 2013



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.435  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.435

### 19.6 Environmental Matters

To the best of its knowledge after diligent inquiry, each Party knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

## **20. General Provisions**

### **20.1 Project Viability**

To assist DEF in assessing the RF/QF's financial and technical viability, the RF/QF shall provide the information and documents requested in Appendix C or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract and to the extent the documents are available. All documents to be considered by DEF must be submitted at the time this Contract is presented to DEF. Failure to provide the following such documents may result in a determination of non-viability by DEF.

### **20.2 Permits**

The RF/QF hereby agrees to obtain and maintain any and all permits, certifications, licenses, consents or approvals of any governmental authority which the RF/QF is required to obtain as a prerequisite to engaging in the activities specified in this Contract.

### **20.3 Project Management**

If requested by DEF, the RF/QF shall submit to DEF its integrated project schedule for DEF's review within sixty (60) calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty (60) calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. The RF/QF shall submit monthly progress reports in a form satisfactory to DEF within fifteen (15) calendar days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date. The RF/QF shall notify DEF of any changes in such schedules within ten (10) calendar days after such changes are determined. If for any reason, DEF has reason to believe that RF/QF may fail to achieve the Capacity Delivery Date, then, upon DEF's request, RF/QF shall submit to DEF, within ten (10) business days of such request, a remedial action plan ("Remedial Action Plan") that sets forth a detailed description of RF/QF's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.435  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.435

~~relieve RE/QF of its obligation to the Capacity Delivery Date. DEF shall have the right to monitor the construction, start up and testing of the Facility, either on site or off site. DEF's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.~~

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
~~FOURTH-FIFTH~~ REVISED SHEET NO. 9.436  
CANCELS ~~THIRD-FOURTH~~ REVISED SHEET NO.  
9.436

relieve RF/QF of its obligation to the Capacity Delivery Date. DEF shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. DEF's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

The RF/QF shall provide DEF with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct elementary diagrams for review and inspection at DEF no later than one hundred eighty (180) calendar days prior to the initial synchronization date.

**20.4 Assignment**

Either Party may not assign this Contract, without the other Party's prior written approval, which approval may not be unreasonably withheld or delayed.

The RF/QF shall be responsible for DEF's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any such documents or information pursuant to such collateral assignment, including reasonable attorney's fees.

**20.5 Disclaimer**

In executing this Contract, DEF does not, nor should it be construed, to extend its credit or financial support for benefit of any third parties lending money to or having other transactions with the RF/QF or any assigns of this Contract.

**20.6 Notification**

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, trackable private delivery service, or sent by fax if followed immediately with a copy sent by registered or certified mail or trackable private delivery service, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the RF/QF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For DEF:

Duke Energy Florida, LLC  
Director of QF Contracts DEF 155  
299 First Avenue North  
St. Petersburg, FL 33701



SECTION No. IX  
THIRD REVISED SHEET NO. 9.437  
CANCELS SECOND REVISED SHEET NO. 9.437

Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Duke Energy Florida, LLC  
d/b/a Duke Energy  
299 First Avenue North  
St. Petersburg, FL 33701

Attention: Director of QF Contracts DEF 155

**20.7 Applicable Law**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida, and the rights of the parties shall be construed in accordance with the laws of the State of Florida.

**20.8 Taxation**

The RF/QF shall hold DEF and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy and capacity from the RF/QF in lieu of other energy and capacity. Any savings in regards to taxes or assessments shall be included in the avoided cost payments made to the RF/QF to the extent permitted by law. In the event DEF becomes liable for additional taxes, assessments or impositions arising out of its transactions with the RF/QF under this tariff schedule or any related interconnection agreement or due to changes in laws affecting DEF's purchases of energy and capacity from the RF/QF occurring after the execution of an agreement under this tariff schedule and for which DEF would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under such agreement itself, DEF may bill the RF/QF monthly for such additional expenses or may offset them against amounts due to the RF/QF from DEF. Any savings in taxes, assessments or impositions that accrue to DEF as a result of its purchase of energy and capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the RF/QF hereunder, shall be passed on to the RF/QF to the extent permitted by law without consequential penalty or loss of such benefit to DEF.



SECTION No. IX  
THIRD REVISED SHEET NO. 9.438  
CANCELS SECOND REVISED SHEET NO. 9.438

## **20.9 Resolution of Disputes**

### **20.9.1 Notice of Dispute**

In the event that any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party may declare a Dispute by delivering to the other Party a written notice identifying the disputed issue.

### **20.9.2 Resolution by Parties**

Upon receipt of a written notice claiming a Dispute, executives of both Parties shall meet at a mutually agreeable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. In such meetings and exchanges, a Party shall have the right to designate as confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a Dispute may be used by a Party in litigation against the other Party. If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice having been issued, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate binding arbitration in St. Petersburg, Florida, conducted in accordance with the then current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures.

## **20.10 Limitation of Liability**

**IN NO EVENT SHALL DEF, ITS PARENT CORPORATION, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.**



SECTION No. IX  
THIRD REVISED SHEET NO. 9.439  
CANCELS SECOND REVISED SHEET NO. 9.439

**20.11 Severability**

If any part of this Contract, for any reason, is declared invalid or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

**20.12 Complete Agreement and Amendments**

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

**20.13 Survival of Contract**

Subject to the requirements of Section 20.4, this Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

**20.14 Record Retention**

Each Party shall maintain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder.

**20.15 No Waiver**

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

**20.16 Set-Off**

DEF may at any time, but shall be under no obligation to, set off or recoup any and all sums due from the RF/QF against sums due to the RF/QF hereunder without undergoing any legal process.



SECTION No. IX  
FIFTH REVISED SHEET NO. 9.440  
CANCELS FOURTH REVISED SHEET NO. 9.440

**20.17 Change in Environmental Law or Other Regulatory Requirements**

- (a) As used herein, “Change(s) in Environmental Law or Other Regulatory Requirements” means the enactment, adoption, promulgation, implementation, or issuance of, or a new or changed interpretation of, any statute, rule, regulation, permit, license, judgment, order or approval by a governmental entity that specifically addresses environmental or regulatory issues and that takes effect after the Effective Date.
- (b) The Parties acknowledge that Change(s) in Environmental Law or Other Regulatory Requirements could significantly affect the cost of the Avoided Unit (“Avoided Unit Cost Changes”) and agree that, if any such change(s) should affect the cost of the Avoided Unit more than the Threshold defined in Section 20.17(c) below, the Party affected by such change(s) may avail itself of the remedy set forth in Section 20.17(d) below as its sole and exclusive remedy.
- (c) The Parties recognize and agree that certain Change(s) in Environmental Law or Other Regulatory Requirements may occur that do not rise to a level that the Parties desire to impact this Contract. Accordingly, the Parties agree that for the purposes of this Contract, such change(s) will not be deemed to have occurred unless the change in Avoided Cost resulting from such change(s) exceed a mutually agreed upon amount. This mutually agreed upon amount is attached to this Contract in Appendix E.
- (d) If an Avoided Unit Cost Change meets the threshold set forth in Section 20.17(c) above, the affected Party may request the avoided cost payments under this Contract be recalculated and that the avoided cost payments for the remaining term of the Contract be adjusted based on the recalculation, subject to the approval of the FPSC. Any dispute regarding the application of this Section 20.17 shall be resolved in accordance with Section 20.9.

**20.18 Provision of Information.**

Within a reasonable period of time after receiving a written request therefore from the requesting Party, the other Party hereto shall provide the requesting Party with information that is reasonable and related to the non-requesting Party and/or the facilities or operations of the non-requesting Party that the requesting Party reasonably requires in order to comply with a Requirement of Law or any requirement of Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Board (or any successor thereto), (including, but not limited to, FIN 46-R) applicable to the requesting Party. In the event that a party requires information or reports that are not within its possession to meet financial reporting requirements, the parties will work in good faith to enable the requesting party to meet its financial reporting requirements.



SECTION No. IX  
THIRD REVISED SHEET NO. 9.441  
CANCELS SECOND REVISED SHEET NO. 9.441

**IN WITNESS WHEREOF**, the RF/QF has executed this Contract on the date set forth below.

**RF/QF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, DEF has acknowledged receipt of this executed Contract.

**DUKE ENERGY FLORIDA, LLC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
EIGHTH REVISED SHEET NO. 9.442  
CANCELS SEVENTH REVISED SHEET NO. 9.442

**APPENDIX A**

**TO  
DUKE ENERGY FLORIDA, LLC  
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW  
STANDARD OFFER CONTRACT**

**MONTHLY CAPACITY PAYMENT CALCULATION**

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

- A. In the event that the ACBF is less than or equal to 75%, then no Monthly Capacity Payment shall be due. That is:

$$MCP = 0$$

- B. In the event that the ACBF is greater than 75% but less than 95%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [1 - [5 \times (.95 - ACBF)]] \times CC$$

- C. In the event that the ACBF is equal to or greater than 95%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times CC$$

Where:

- MCP = Monthly Capacity Payment in dollars.  
BCP = Base Capacity Payment in \$/kW/Month as specified in Appendix D or E.  
CC = Committed Capacity in kW.



SECTION No. IX  
SECOND REVISED SHEET NO. 9.443  
CANCELS FIRST REVISED SHEET NO. 9.443

- ACBF = Annual Capacity Billing Factor. The ACBF shall be the electric energy actually received by DEF for the 12 consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the 12 consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the 12 consecutive months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro-rated accordingly. During the first 12 consecutive Monthly Billing Periods commencing with the first Monthly Billing Period in which Capacity Payments are to be made, the calculation of 12-month rolling average ACBF shall be performed as follows (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Availability Factor; (b) thereafter, the calculation of the ACBF shall be computed by summing the electric energy actually received by DEF for the number of full consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the number of full consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro-rated accordingly. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average ACBF.
- MAF = Monthly Availability Factor. The total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.
- Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.



SECTION No. IX  
FOURTH REVISED SHEET 9.444  
CANCELS THIRD REVISED SHEET NO. 9.444

**APPENDIX B  
TO  
DUKE ENERGY FLORIDA, LLC  
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW  
STANDARD OFFER CONTRACT**

**TERMINATION FEE**

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

The "Termination Fee" shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of the Termination Date (or month of calculation, as the case may be) computed according to the following formula:

$$\sum_{i=1}^n (MCP_i - MCPC_i) \cdot (1+r)^{(n-i)}$$

with: MCPC = 0 for all periods prior to the in-service date of the Avoided Unit:

where

- $i$  = number of Monthly Billing Periods commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following this month in which Capacity Delivery Date occurs = 2 etc.)
- $n$  = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- $r$  = DEF's incremental after-tax avoided cost of capital (defined as  $r$  in Appendix D).
- $MCP_i$  = Monthly Capacity Payment paid to RF/QFQF corresponding to the Monthly Billing Period  $i$ , calculated in accordance with Appendix A.
- $MCPC_i$  = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period  $i$ , calculated in accordance with this Contract.



SECTION No. IX  
SIXTH REVISED SHEET NO. 9.445  
CANCELS FIFTH REVISED SHEET NO. 9.445

In the event that for any Monthly Billing Period, the computation of the value of the Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A is less than or equal to 75%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is greater than 75% but less than 95%, then the Reduction Value shall be determined as follows:

$$\text{Reduction Value} = \text{Initial Reduction Value} \times [5 \times (\text{ACBF} - .95)]$$

For the applicable Monthly Billing period, the Termination Fee shall be reduced by the amount of such Reduction Value.

- c. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is equal to or greater than 95%, then the Initial Reduction Value shall not be adjusted (Reduction Value = Initial Reduction Value), and the Termination Fee shall be reduced for the applicable Monthly Billing period by the amount of the Initial Reduction Value.

In no event shall DEF be liable to the RF/QF at any time for any amount by which the Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).



SECTION No. IX  
SECOND REVISED SHEET NO. 9.446  
CANCELS FIRST SHEET NO. 9.446

**APPENDIX C  
TO  
DUKE ENERGY FLORIDA, LLC  
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW  
STANDARD OFFER CONTRACT**

**DETAILED PROJECT INFORMATION**

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

Each eligible Contract received by DEF will be evaluated to determine if the underlying RF/QF project is financially and technically viable. The RF/QF shall, to the extent available, provide DEF with a detailed project proposal which addresses the information requested below:

**I. FACILITY DESCRIPTION**

- Project Name
- Project Location
  
- \* Street Address
- \* Size Plot Plan
- \* Legal Description of Site
  
- Generating Technology
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
  
- Contact Person
  
- \* Individual's Name and Title
- \* Company Name
- \* Address
- \* Telephone Number
- \* Fax Number

**II. PROJECT PARTICIPANTS**

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:



SECTION No. IX  
 FIRST REVISED SHEET NO. 9.447  
 CANCELS ORIGINAL SHEET NO. 9.447

- \* Project Development
- \* Siting and Licensing the Facility
- \* Designing the Facility
- \* Constructing the Facility
- \* Securing the Fuel Supply
- \* Operating the Facility

- Provide details on all electrical facilities which are currently under construction or operational which were developed by the RF/QF.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders and the percentage of equity invested at Financial Closing.

**III. FUEL SUPPLY**

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (e.g. Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide AFR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the AFR, in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

<u>Category</u>	<u>Description of Fuel Supply Arrangement</u>
owned =	fuel is from a fully developed source owned by one or more of the project participants
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI =	a letter of intent for fuel supply exists between developer(s) and fuel supplier(s)
SPP =	small power production facility will burn biomass, waste, or another renewable resource
spot =	fuel supply will be purchased on the spot market
none =	no firm fuel supply arrangement currently in place
other =	fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.448  
CANCELS ORIGINAL SHEET NO. 9.448

- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide AFTR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned = fuel transport via a fully developed system owned by one or more of the project participants  
 contract = fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)  
 LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)  
 spot = fuel transportation will be purchased on the spot market  
 none = no firm fuel transportation arrangement currently in place  
 other = fuel transportation arrangement which does not fit any of the above categories (please describe)

- Provide the maximum, minimum and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.
- Provide information regarding RF/QF's plans to maintain sufficient on site fuel to deliver capacity and energy for an uninterrupted seventy-two (72) hour period.

#### IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated:
  - \* Ramp Rate (MW/minute)
  - \* Peak Capability (% above Committed Capacity)
  - \* Minimum power level (% of Committed Capacity)
  - \* Facility Turnaround Time, Hot to Hot (hours)
  - \* Start-up Time from Cold Shutdown (hours)
  - \* Unit Cycling (# cycles/yr.)
  - \* MW and MVAR Control (ACC, Manual, Other (please explain))



SECTION No. IX  
FIRST REVISED SHEET NO. 9.449  
CANCELS ORIGINAL SHEET NO. 9.449

#### **V. SITING AND LICENSING**

- Provide a licensing/permitting milestone schedule, which lists all permits, licenses and variances, required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emission, water use, wastewater discharge, wetlands, endangered species, protected properties, surrounding land use, zoning for the Facility, associated linear facilities and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet and describe in detail the pollution control equipment to be used to meet these limits.

#### **VI. FACILITY DEVELOPMENT AND PERFORMANCE**

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, and Facility operator, steam host integration and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75% and 50%. In addition, attach a preliminary heat balance for the Facility.

#### **VII. FINANCIAL**

- Provide DEF with assurances that the proposed RF/QF project is financially viable in accordance with FPSC Rule 25-17.0832(4)(c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.



SECTION No. IX  
 FIRST REVISED SHEET NO. 9.450  
 CANCELS ORIGINAL SHEET NO. 9.450

- Annual Project Revenues

- \* Capacity Payments (\$ and \$/kW/Mo.)
- \* Variable O&M (\$ and \$/MWh)
- \* Energy (\$ and \$/MWh)
- \* Tipping Fees (\$ and \$/ton)
- \* Interest Income
- \* Other Revenues
- \* Variable O&M Escalation (%/yr.)
- \* Energy Escalation (%/yr.)
- \* Tipping Fee Escalation (%/yr.)

- Annual Project Expense

- \* Fixed O&M (\$ and \$/kW/Mo.)
- \* Variable O&M (\$ and \$/MWh)
- \* Energy (\$ and \$/MWh)
- \* Property Taxes (\$)
- \* Insurance (\$)
- \* Emission Compliance (\$ and \$/MWh)
- \* Depreciation (\$ and %/yr.)
- \* Other Expenses (\$)
- \* Fixed O&M Escalation (%/yr.)
- \* Variable O&M Escalation (%/yr.)
- \* Energy Escalation (%/yr.)

- Other Project Information

- \* Installed Cost of the Facility (\$ and \$/kW)
- \* Committed Capacity (kW)
- \* Average Heat Rate - HHV (MBTU/kWh)
- \* Federal Income Tax Rate (%)
- \* Facility Capacity Factor (%)
- \* Energy Sold to DEF (MWh)

- Permanent Financing

- \* Permanent Financing Term (yr.)
- \* Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt and equity)
- \* Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt and equity)
- \* Annual Interest Expense
- \* Annual Debt Service (\$)
- \* Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)



SECTION No. IX  
FIRST REVISED SHEET NO. 9.451  
CANCELS ORIGINAL SHEET NO. 9.451

- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.



SECTION No. IX  
SECOND REVISED SHEET NO. 9.452  
CANCELS FIRST SHEET NO. 9.452

**APPENDIX D**

**TO**

**DUKE ENERGY FLORIDA, LLC  
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW  
STANDARD OFFER CONTRACT**

**RATE SCHEDULE COG-2**

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

**SCHEDULE**

COG-2, Firm Capacity and Energy from a Renewable Facility ("RF/QF") or a Qualifying Facility less than 100 kW ("QF")

**AVAILABLE**

DEF will, under the provisions of this schedule and the Contract to which this Appendix is attached and incorporated into by reference, purchase firm capacity and energy offered by a RF/QF as defined in the contract. DEF's obligation to contract to purchase firm capacity from such RF/QF by means of this schedule and the Contract will continue no later than the Expiration Date.

**APPLICABLE**

To RF/QFs as defined in the Contract producing capacity and energy for sale to DEF on a firm basis pursuant to the terms and conditions of this schedule and the Contract. "Firm Capacity and Energy" are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a RF/QF pursuant to the Contract provisions addressing (among other things) quantity, time and reliability of delivery.

**CHARACTER OF SERVICE**

Purchases within the territory served by DEF shall be, at the option of DEF, single or three phase, 60-hertz alternating current at any available standard DEF voltage. Purchases from outside the territory served by DEF shall be three phase, 60-hertz alternating current at the voltage level available at the interchange point between DEF and the entry delivering the Firm Capacity and Energy from the RF/QF.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.453  
CANCELS ORIGINAL SHEET NO, 9.453

**LIMITATION**

Purchases under this schedule are subject to FPSC Rules 25-17.080 through 25-17.310, F.A.C., and are limited to those RF/QFs which:

- A. Are defined in the Contract;
- B. Execute a Contract;

**RATES FOR PURCHASES BY DEF**

Firm Capacity and Energy are purchased at unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by DEF. For the purpose of this schedule, an Avoided Unit has been designated by DEF. DEF's next Avoided Unit has been identified in Section 4 of the Contract. Schedule 1 to this Appendix describes the methodology used to calculate payment schedules, general terms, and conditions applicable to the Contract filed and approved pursuant to FPSC Rules 25-17.080 through 25-17.310, F.A.C.

A. Firm Capacity Rates

Four options, A through D, as set forth below, are available for payments of firm capacity that is produced by a RF/QF and delivered to DEF. Once selected, an option shall remain in effect for the term of the Contract. Exemplary payment schedules, shown below, contain the monthly rate per kilowatt of firm Capacity which the RF/QF has contractually committed to deliver to DEF and are based on a contract term which extends through the Termination Date in Section 4 of the Contract. Payment schedules for other contract terms will be made available to any RF/QF upon request and may be calculated based on the methodologies described in Schedule 1. The currently approved parameters used to calculate the following schedule of payments are found in Schedule 2 to this Appendix.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a year-by-year deferral of DEF's Avoided Unit with an in-service date as of the Avoided Unit In-Service Date in Section 4 of the Contract, calculated in accordance with FPSC Rule 25-17.0832, F.A.C., as described in Schedule 1. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Contract. The payment schedule for this option follows in Table 3.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.454  
CANCELS ORIGINAL SHEET NO. 9.454

#### Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Avoided Unit. The term "early" with respect to Option B means that these payments can start prior to the anticipated in-service date of the Avoided Unit; provided, however, that under no circumstances may payments begin before this RF/QF is delivering Firm Capacity and Energy to DEF pursuant to the terms of the Contract. When this option is selected, the Capacity Payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the RF/QF and calculated as shown on Schedule 1. Capacity Payments under Option B do not result in a prepayment or create a future benefit.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to DEF are to commence and Capacity Payments are to start. DEF will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.

#### Option C - Fixed Value of Deferral Payment - Levelized Capacity

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance portion of Capacity Payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Avoided Unit. These calculations are shown in Schedule 1. The payment schedule for this option is contained in Table 3. Capacity Payments under Option C do not result in a prepayment or create a future benefit.

#### Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance expense shall be calculated as shown in Schedule 1.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to DEF are to commence and Capacity Payments are to start. DEF will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.



SECTION No. IX  
~~THIRTEENTH~~ TWELFTH-REVISED SHEET NO. 9.455  
 CANCELS ~~TWELFTH ELEVENTH~~-REVISED SHEET  
 NO. 9.455

**TABLE 3**  
 EXAMPLE MONTHLY CAPACITY PAYMENT IN \$/kW/MONTH  
 DEF'S June 1, 2027 Undesignated CT  
 Renewable or Qualifying Facility Standard Offer Contract Avoided Capacity Payments

(\$/kW/MONTH)

Contract Year	<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	<u>Option D</u>
	Normal Capacity	Early Capacity	Levelized Capacity	Early Levelized Capacity
	Payment Starting on the Avoided Unit In-Service Date	Payment Starting on the Exemplary Capacity Payment Date	Payment Starting on the Avoided Unit In-Service Date	Payment Starting on the Exemplary Capacity Payment Date
2024				
2025		3.712		3.944.19
2026		3.7581		3.954.20
2027	4.7884	3.8091	5.0537	3.954.21
2028	4.8596	3.854.00	5.0538	3.954.21
2029	4.915.09	3.904.10	5.0538	3.964.22
2030	4.975.22	3.964.21	5.0639	3.964.23
2031	5.0435	4.0131	5.0640	3.974.23
2032	5.1148	4.0642	5.0741	3.974.24
2033	5.1762	4.1153	5.0742	3.974.25
2034	5.2476	4.1764	5.0843	3.984.26
2035	5.3190	4.2276	5.0844	3.984.26
2036	5.386.05	4.2888	5.0945	3.994.27
2037	5.456.20	4.345.00	5.0946	3.994.28

- The Capacity Payment schedules contained in this Contract assume a term of ten years from the Avoided Unit In-Service Date. In the event the RF/QF requests a term greater than ten years but less than the Avoided Unit Life then DEF shall prepare a schedule of Capacity Payments for the requested term. Such Capacity Payment rates shall be calculated utilizing the value-of-deferral methodology described in FPSC Rule 25-17.0832(6).

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
 EFFECTIVE: ~~June 5, 2018~~



SECTION No. IX  
SECOND REVISED SHEET NO. 9.456  
CANCELS FIRST REVISED SHEET NO. 9.456

2. The RF/QF may also request an alternative Capacity Payment rate stream from DEF as authorized by Rule 25-17.250(4). Regardless of the Capacity Payment rate stream requested by the RF/QF, the cumulative present value of the capital cost payments made to the RF/QF over the term of the Contract shall not exceed the cumulative present value of the capital cost payments had such payments been made pursuant to FPSC Rule 25-17.0832(4)(g)(i). Fixed operation and maintenance expense shall be calculated to conform with FPSC Rule 25-17.0832(6)(b). Such an alternative Capacity Payment rate shall be subject to the Termination Fee in Appendix B.

In the event that alternative Capacity Payment rates are agreed upon, such Capacity Payment rate schedule shall be attached to the Contract in Appendix E.

B. Energy Rates

Payments Prior to the Avoided Unit In-Service Date

1. The energy rate, in cents per kilowatt-hour ( $\text{¢/kWh}$ ), shall be based on DEF's actual hourly avoided energy costs which are calculated by DEF in accordance with FPSC Rule 25-17.0825, F.A.C.

The calculation of payments to the RF/QF shall be based on the sum over all hours of the billing period, of the product of each hour's avoided energy cost times the amount of energy (kWh) delivered to DEF from the Facility for that hour. All purchases shall be adjusted for losses from the point of metering to the point of interconnection.

2. Upon request of the RF/QF, DEF shall provide the RF/QF the option of receiving energy payments based on DEF's year-by-year projection of system incremental costs prior to hourly economy energy sales to other utilities, based on normal weather and fuel conditions plus a mutually agreed upon market volatility risk premium.

Payments Starting on Avoided Unit In-Service Date

The calculation of payments to the RF/QF for energy delivered to DEF on and after the Avoided Unit In-Service Date shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's Firm Energy Rate ( $\text{¢/kWh}$ ); and (b) the amount of energy (kWh) delivered to DEF from the Facility during that hour.



SECTION No. IX  
ELEVENTH REVISED SHEET NO. 9.457  
CANCELS TENTH REVISED SHEET NO. 9.457

For any period during which energy is delivered by the RF/QF to DEF, the Firm Energy Rate in cents per kilowatt hour ( $\text{¢/kWh}$ ) shall be the following on an hour-by-hour basis: the lesser of (a) the As-Available Energy Rate and (b) the Avoided Unit Energy Cost. The Avoided Unit Energy Cost, in cents per kilowatt - hour ( $\text{¢/kWh}$ ) shall be defined as the product of (a) the Avoided Unit Fuel Cost and (b) the Avoided Unit Heat Rate; plus (c) the Avoided Unit Variable O&M.

For the purposes of this agreement, the Avoided Unit Fuel Cost shall be determined from gas price published in Platts Inside FERC, Gas Market Report, first of the month posting for Florida Gas Transmission ("FGT") Zone 3, plus other charges, surcharges and percentages that are in effect from time to time.

The Parties may mutually agree to fix a minority portion of the base firm energy payments associated with the Avoided Unit and amortize that fixed portion, on a present value basis, over the term of the Contract. Such fixed firm energy payments may, at the option of the RF/QF, start as early as the Avoided Unit In-Service Date. For purposes of this paragraph, "base firm energy payments associated with the Avoided Unit" means the energy costs of the Avoided Unit to the extent that the Avoided Unit would have been operated. If this option is mutually agreed upon, it will be attached to this Contract in Appendix E.

#### **ESTIMATED AS-AVAILABLE ENERGY COST**

As required in Section 25-17.0825, F.A.C., information relating to as-available energy cost projections will be provided within 30 days of a written request for such projections by any interested person.



SECTION No. IX  
~~FOURTEENTH THIRTEENTH~~ REVISED SHEET NO.  
9.458  
CANCELS ~~TWELFTH THIRTEENTH~~ REVISED SHEET  
NO. 9.458

**ESTIMATED UNIT FUEL COST**

As required in Section 25-17.0832, F.A.C., the estimated fuel costs associated with DEF's Avoided Unit are based on current estimates of the price of natural gas and will be provided within 30 days of a written request for such projections by any interested person.

**DELIVERY VOLTAGE ADJUSTMENT**

DEF's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the DEF's Procedures For Changing The Real Power Loss Factor (currently Attachment Q) -in its Open Access Transmission Tariff and DEF's fuel cost recovery filing with the FPSC. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined energy costs if the RF/QF is within DEF's service territory to reflect the delivery voltage level at which RF/QF energy is received by the DEF.

~~The current delivery voltage adjustment factors are:~~

<u>Delivery Voltage</u>	<u>Adjustment Factor</u>
<del>Transmission Voltage Delivery</del>	<del>1.0149</del>
<del>Primary Voltage Delivery</del>	<del>1.0253</del>
<del>Secondary Voltage Delivery</del>	<del>1.0627</del>

~~The Delivery Voltage Adjustment will be calculated based on the current delivery efficiencies in conjunction with DEF's Open Access Transmission Tariff as approved by the FERC. The current Delivery Voltage Adjustment will be provided within 30 days of a written request by any interested person.~~

**PERFORMANCE CRITERIA**

Payments for firm Capacity are conditioned on the RF/QF's ability to maintain the following performance criteria:

A. Capacity Delivery Date

The Capacity Delivery Date shall be no later than the Required Capacity Delivery Date.

B. Availability and Capacity Factor

The Facility's availability and capacity factor are used in the determination of firm Capacity Payments through a performance based calculation as detailed in Appendix A to the Contract.



SECTION No. IX  
THIRD REVISED SHEET NO. 9.459  
CANCELS SECOND REVISED SHEET NO. 9.459

### **METERING REQUIREMENTS**

The RF/QFs within the territory served by DEF shall be required to purchase from DEF hourly recording meters to measure their energy deliveries to DEF. Energy purchases from the RF/QFs outside the territory of DEF shall be measured as the quantities scheduled for interchange to DEF by the entity delivering Firm Capacity and Energy to DEF.

### **BILLING OPTIONS**

A RF/QF, upon entering into this Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to DEF, or net sales to DEF; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a RF/QF selling as-available energy enters into this Contract for the sale of firm capacity and energy; 2) when a Contract expires or is lawfully terminated by either the RF/QF or DEF; 3) when the RF/QF is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of FPSC Rule 25-17.0832 or a contract between the RF/QF and DEF.

If a RF/QF elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written note to DEF; 2) the installation by DEF of any additional metering equipment reasonably required to effect the change in billing and upon payment by the RF/QF for such metering equipment and its installation; and 3) upon completion and approval by DEF of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the RF/QF for such alteration(s).

Payments due a RF/QF will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rates at which payment are being made shall accompany the payment to the RF/QF.



SECTION No. IX  
FOURTH REVISED SHEET NO. 9.460  
CANCELS THIRD REVISED SHEET NO. 9.460

**CHARGES TO RENEWABLE ENERGY PROVIDER**

The RF/QF shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Retail Service Charges

The RF/QF shall be responsible for all FPSC approved charges for any retail service that may be provided by DEF. The RF/QF shall be billed at the customer charge rate stated in DEF's applicable standby tariff monthly for the costs of meter reading, billing, and other administrative costs.

B. Interconnection Charges

Applicable Interconnection Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Interconnection Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

C. Transmission Charges

Applicable Transmission Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Transmission Charges must be in accordance with the provisions of FPSC Rule 25-17.087.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.461  
CANCELS ORIGINAL SHEET NO, 9.461

**TERMS OF SERVICE**

- A. It shall be the RF/QF's responsibility to inform DEF of any change in its electric generation capability.
- B. Any electric service delivered by DEF to a RF/QF located in DEF's service area shall be subject to the following terms and conditions:
  - (1) A RF/QF shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - (2) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the RF/QF's projected purchases from DEF exceed, by the greatest amount, DEF's estimated purchases from the RF/QF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the RF/QF and DEF will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the RF/QF exceed the actual sales in DEF in that month.
  - (3) DEF shall specify the point of interconnection and voltage level.
  - (4) The RF/QF must enter into an interconnection to DEF's system. Specific features of the RF/QF and its interconnection to DEF's facilities will be considered by DEF in preparing the interconnection agreement. Notwithstanding the above, interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087.
- C. Service under this rate schedule is subject to the rules and regulations of the FPSC.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.462  
CANCELS ORIGINAL SHEET NO. 9.462

**SCHEDULE 1  
TO RATE SCHEDULE COG-2**

**CALCULATION OF VALUE OF DEFERRAL PAYMENTS**

**APPLICABILITY**

This Schedule 1 provides a detailed description of the methodology used by DEF to calculate the monthly values of deferring or avoiding the Avoided Unit identified in the Contract. When used in conjunction with the current FPSC-approved cost parameters associated with the Avoided Unit contained in Schedule 2, a RF/QF may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the RF/QF enter into a Contract with DEF.

Also contained in this Schedule 1 is the discussion of the types and forms of surety bond requirements or equivalent assurance for payment of the Termination Fee acceptable to DEF in the event of contractual default by a RF/QF.

**CALCULATION OF VALUE OF DEFERRAL OPTION A**

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to a utility by a RF/QF pursuant to Contract shall be defined as the year-by-year value of deferral of the Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Avoided Unit one year, and shall be calculated as follows:

$$VAC_m = 1/12 [KI_n (1 - R) / (1 - R^L) + O_n]$$

Where, for a one year deferral:

- $VAC_m$  = utility's monthly value of avoided capacity, in dollars per kilowatt per month, for each month of year n;
- $K$  = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;
- $R$  =  $(1 + i_p) / (1 + r)$ ;
- $I_n$  = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction for the Avoided Unit which would have been paid had the Avoided Unit been constructed;



SECTION No. IX  
FIRST REVISED SHEET NO. 9.463  
CANCELS ORIGINAL SHEET NO, 9.463

- $O_n$  = total fixed operation and maintenance expense for the year  $n$ , in mid-year dollars per kilowatt per year, of the Avoided Unit;
- $i_p$  = annual escalation rate associated with the plant cost of the Avoided Unit;
- $i_o$  = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;
- $r$  = annual discount rate, defined as the utility's incremental after-tax cost of capital;
- $L$  = expected life of the Avoided Unit; and
- $n$  = year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date.

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY-OPTION B**

Under the fixed value of deferral Option A, payments for firm capacity shall not commence until the in-service date of the Avoided unit(s). At the option of the RF/QF, however, DEF may begin making payments for capacity consisting of the capital cost component of the value of a year-by-year deferral of the Avoided Unit prior to the anticipated in-service date of the Avoided Unit. When such payments for capacity are elected, the avoided capital cost component of Capacity Payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the RF/QF, and shall be calculated as follows:

$$A_M = [A_c (1 + i_p)^{(m-1)} + A_o (1 + i_o)^{(m-1)}] / 12 \quad \text{for } m = 1 \text{ to } t$$

Where:

- $A_M$  = monthly payments to be made to the RF/QF for each month of the contract year  $n$ , in dollars per kilowatt per month in which RF/QF delivers capacity pursuant to the early capacity option;
- $i_p$  = annual escalation rate associated with the plant cost of the Avoided Unit;
- $i_o$  = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;



SECTION No. IX  
FIRST REVISED SHEET NO. 9.464  
CANCELS ORIGINAL SHEET NO, 9.464

$m$  = year for which the fixed value of deferral payments under the early capacity option are made to a RF/QF, starting in year one and ending in the year  $t$ ;

$t$  = the Term, in years, of the Contract;

$A_c$  =  $F [ (1 - R) / (1 - R^t) ]$

Where:

$F$  = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date;

$R$  =  $(1 + i_p) / (1 + r)$

$r$  = annual discount rate, defined as DEF's incremental after-tax cost of capital; and

$A_o$  =  $G [ (1 - R) / (1 - R^t) ]$

Where:

$G$  = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date.

$R$  =  $(1 + i_o) / (1 + r)$

The currently approved parameters applicable to the formulas above are found in Schedule 2.

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS -  
LEVELIZED AND EARLY LEVELIZED CAPACITY - OPTION C & OPTION D,  
RESPECTIVELY**

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:



SECTION No. IX  
FIRST REVISED SHEET NO. 9.465  
CANCELS ORIGINAL SHEET NO. 9.465

$$P_L = (F / 12) \cdot [r / 1 - (1 + r)^{-t}] + O$$

Where:

- $P_L$  = the monthly levelized capacity payment, starting on or prior to the in-service date of DEF's Avoided Unit(s);
- $F$  = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized;
- $r$  = the annual discount rate, defined as DEF's incremental after-tax cost of capital;
- $t$  = the Term, in years of the Contract
- $O$  = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options.

#### **RISK-RELATED GUARANTEES**

With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091, FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment:

- (1) Bond;
- (2) Cash deposit(s) with DEF;
- (3) Unconditional, irrevocable, direct pay Letter of Credit;
- (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid;
- (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or
- (6) Other guarantees acceptable to DEF.



SECTION No. IX  
FIRST REVISED SHEET NO. 9.466  
CANCELS ORIGINAL SHEET NO. 6.466

DEF will cooperate with each RF/QF applying for fixed value of deferral payments under the early, levelized or early levelized capacity options to determine the exact form of an "equivalent assurance" for payment of the Termination Fee to be required based on the particular aspects of the RF/QF. DEF will endeavor to accommodate an equivalent assurance of repayment which is in the best interests of both the RF/QF and DEF's ratepayers.



SECTION No. IX  
~~THIRTEENTH~~ ~~TWELFTH~~ REVISED SHEET NO.  
 9.467  
 CANCELS ~~TWELFTH~~ ~~ELEVENTH~~ REVISED SHEET  
 NO. 9.467

**SCHEDULE 2**  
**TO RATE SCHEDULE COG-2\_CAPACITY OPTION PARAMETERS**

**FIXED VALUE OF DEFERRAL PAYMENTS -  
 NORMAL CAPACITY OPTION PARAMETERS**

Where, for one year deferral:

		<u>Value</u>
VAC <sub>m</sub>	= DEF's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;	4. <del>788</del> <u>4</u>
K	= present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;	1.28 <u>6</u> <u>4</u>
I <sub>n</sub>	= total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n;	<del>767.95675.4</del> <u>6</u>
O <sub>n</sub>	= total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Avoided Unit;	<del>3.852.06</del>
i <sub>p</sub>	= annual escalation rate associated with the plant cost of the Avoided Unit;	<del>2.501.27</del> %
i <sub>o</sub>	= annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;	2.50%
r	= annual discount rate, defined as DEF's incremental after-tax cost of capital;	7.15%
L	= expected life of the Avoided Unit;	35
n	= year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date.	2027

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
 EFFECTIVE: ~~June 5, 2018~~



SECTION No. IX  
~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO.  
9.468  
CANCELS ~~TWELFTH-ELEVENTH~~ REVISED SHEET  
NO. 9.468

**FIXED VALUE OF DEFERRAL PAYMENTS -  
EARLY CAPACITY OPTION PARAMETERS**

$A_m$	=	monthly avoided capital cost component of Capacity Payments to be made to the RF/QF starting as early as two years prior to the Avoided Unit In-Service Date, in dollars per kilowatt per month;	<u>3.4757</u>
$i_p$	=	annual escalation rate associated with the plant cost of the Avoided Unit;	<u>2.501.27%</u>
$n$	=	year for which early Capacity Payments to a RF/QF are to begin;	2025
$F$	=	the cumulative present value of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in-service date of the Avoided Unit and continued for a period of 10 years;	<u>259.42268.</u> <u>44</u>
$r$	=	annual discount rate, defined as DEF's incremental after-tax cost of capital;	7.15%
$t$	=	the Term, in years, of the Contract for the purchase of firm capacity commencing prior to the in-service date of the Avoided Unit;	13
$G$	=	the cumulative present value of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in-service date of the Avoided Unit and continued until the Termination Date.	<u>18.4010.55</u>



SECTION No. IX  
SECOND REVISED SHEET NO. 9.470  
CANCELS FIRST SHEET NO, 9.470

**APPENDIX E**

**TO**

**DUKE ENERGY FLORIDA, LLC**

**RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW**

**STANDARD OFFER CONTRACT**

**AGREED UPON PAYMENT SCHEDULES**

**AND OTHER MUTUAL AGREEMENTS**

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: June 5, 2018



SECTION No. IX  
FIRST REVISED SHEET NO. 9.475  
CANCELS ORIGINAL SHEET NO, 9.475

**APPENDIX F  
FPSC RULES 25-17.080 THROUGH 25-17.310  
ARE PROVIDED IN SECTION VIII  
ON THIS TARIFF BOOK**

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: April 29, 2013



SECTION No. IX  
SECOND REVISED SHEET No. 9.700  
CANCELS FIRST REVISED SHEET No. 9.700

## INTERCONNECTION AGREEMENT

### INTERCONNECTION ARRANGEMENTS AND COST RESPONSIBILITY

#### 1.0 Purpose

- 1.1. This Interconnection Agreement (“Agreement”) sets forth the terms and conditions pursuant to which \_\_\_\_\_ (“QF”) has agreed to comply with and pay Duke Energy Florida, LLC (“Company”) to interconnect with Company’s electrical system. This Agreement provides the procedures for the scheduling of construction for the Company’s Interconnection Facilities as well as the cost responsibility of a QF Facility for the payment of Interconnection Costs. This Agreement also provides for operating, testing, and inspection procedures for the safe parallel operation of the Facility with the Company’s electrical system. This Agreement applies to QF’s directly interconnected with the Company’s system and providing all net electrical output for sale to the Company. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Power Purchase Agreement.

#### 2.0 Definitions

- 2.1. “Agreement” means this Interconnection Agreement.
- 2.2. “Company” means Duke Energy Florida, LLC.
- 2.3. “Company’s Interconnection Facilities” means all equipment located on the Company’s side of the Point of Delivery, including without limitation, equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company’s sole discretion are required to be installed for the delivery into the Company’s system, measurement of electric energy injected into the Company’s system, and upgrades to the Company’s electrical system required for the Company to receive, use, and deliver the energy to Company’s load, including all metering and telemetering equipment installed for the measurement of such energy delivered by the Facility, regardless of the Facility’s location in relation to the Point of Delivery.
- 2.4. “Default” means the failure of a breaching Party to cure its breach under this Agreement.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
SECOND REVISED SHEET No. 9.701  
CANCELS FIRST REVISED SHEET No. 9.701

- 2.5. “Emergency Condition” means (a) any urgent, abnormal, operationally unstable, dangerous, and/or public safety condition that is existing on the Company’s system; (b) any urgent, abnormal, operationally unstable, dangerous, and/or public safety condition that is likely to result in any of the following: (i) loss or damage to the Facility and/or the Company’s system, (ii) disruption of generation by the Facility, (iii) disruption of service or stability on the Company’s system, and/or (iv) endangerment to human life or public safety; and/or, (c) any circumstance that requires action by the Company’s System Operator to comply with standing NERC regulations or standards, including without limitation actions to respond to, prevent, limit, or manage loss or damage to the Facility, loss or damage to the Company’s system, disruption of generation by the Facility, disruption of service on the Company’s system, an abnormal condition on the Company’s system, and/or endangerment to human life or safety. An Emergency Condition will be an excuse to QF’s performance only if such condition is not due to QF’s negligence, willful misconduct, and/or failure to perform as required under this Agreement.
- 2.6. “Execution Date” means the date on which the Parties execute this Agreement.
- 2.7. “Facility” means all equipment used to produce electrical output and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.
- 2.8. “Facilities Study” means a written cost estimate of all the required materials and labor to complete the interconnection of the Facility with the Company’s electrical system, and an estimate of the date by which construction of the interconnection will be completed.
- 2.9. “Feasibility Study” means a review of the alternatives and operational requirements reasonably available to interconnect the Facility to the Company’s electric system and identification of a feasible interconnection alternative.
- 2.10. “Indemnified Party” has the meaning assigned to it in Section 12.1.
- 2.11. “Indemnifying Party” has the meaning assigned to it in Section 12.2.
- 2.12. “Interconnection Costs” means the actual costs incurred by the Company under this Agreement and for the Company’s Interconnection Facilities, including, without limitation, the cost of equipment, engineering, communication, labor, and operations, maintenance, and administrative activities.



SECTION No. IX  
SECOND REVISED SHEET No. 9.702  
CANCELS FIRST REVISED SHEET No. 9.702

- 2.13. "Interconnection Costs Offset" means the estimated costs included in the Interconnection Costs that the Company would have incurred if it were not purchasing electric energy from the Facility but instead would have provided electrical service to the Facility as if it were a non-generating customers.
- 2.14. "Interconnection Request Application" means a form used to provide the Company with the information required to study an interconnection request.
- 2.15. "Part(y)(ies)" means the Company or/and the QF.
- 2.16. "Point of Delivery" means the point(s) on the Company's side of the electrical system where electric energy generated exclusively by the Facility is delivered into the Company system pursuant to this Agreement.
- 2.17. "Point of Metering" means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses to the Point of Delivery that are the sole responsibility of the QF, is measured.
- 2.18. "Power Purchase Agreement" means either the (i) Agreement for Purchase of As-Available Energy, (ii) the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW or (iii) a negotiated contract based upon (i) or (ii).
- 2.19. "Qualifying Facility" or "QF" means a facility that meets the requirements defined in FPSC Rule 25-17.080. For the purposes of this Agreement only, a Distributed Resource as defined in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as they may be amended from time to time, will be deemed to be a QF, consistent with the Stipulation approved by the Florida Public Service Commission in Order No. PSC-06-0707-PAA-EI, issued August 18, 2006 in Docket No. 060410-EI.
- 2.20. "QF Insurance" has the meaning assigned to it in Section 13.1.
- 2.21. "System Impact Study" means a preliminary written cost estimate of all the Company's Interconnection Facilities, including without limitation, required materials and labor to complete the interconnection and a preliminary estimate of the date by which construction of the interconnection will be completed.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.703  
CANCELS SECOND REVISED SHEET No. 9.703

### 3.0 Submission of Plans and Development of Interconnection Schedules and Cost Estimates

- 3.1. No later than sixty (60) days after the Execution Date, the QF shall specify the date it desires the Company's Interconnection Facilities to be available for receipt of the electric energy and shall complete and submit, along with a deposit to cover Company's costs to perform interconnection studies, an Interconnection Request Application, to the Company. At such time, the QF shall deliver to the Company the Facility's preliminary design, engineering, and operational specifications for purposes of interconnecting with Company's system. Based upon the information provided, the Company shall consider the reasonable alternatives available to interconnect the QF in a Feasibility Study within sixty (60) days after all information requested by the Company is provided by the QF.
- 3.2. The QF shall, within thirty (30) days from receipt of the Feasibility Study, send written notification to the Company as to whether or not it will continue the Facility to the next study phase. The Company will consider no response as QF's withdrawal of the Facility from further consideration. No more than thirty (30) days following receipt of such notice, the Company and the QF shall meet and discuss interconnection alternatives and the QF's reasonable preference for interconnecting the Facility to the Company's electrical system. Once the QF has communicated a reasonable interconnection preference, the Company shall develop in a System Impact Study preliminary written Interconnection Costs and scheduling estimates for the Company's Interconnection Facilities within sixty (60) days after all information requested by the Company is provided by the QF. The schedule developed hereunder will indicate when the QF's final electrical plans must be submitted to the Company pursuant to Section 3.3 hereof.
- 3.3. The QF shall, within thirty (30) days from receipt of the System Impact Study, send written notification to the Company as to whether or not it will continue the Facility to the next study phase. The Company will consider no response as QF's withdrawal of the Facility from further consideration. Along with such notification, the QF shall submit the Facility's final design, engineering, and operational specifications and all revisions to the information previously submitted under Section 3.1 hereof to the Company no later than the date specified pursuant to Section 3.1 hereof, unless such date is modified in the Company's sole discretion. Based upon the information provided and within sixty (60) days after the information is provided, the Company shall update its written Interconnection Costs and schedule estimates, provide the estimated time period required for construction of the Company's Interconnection Facilities, and specify the date by which the Company must receive notice from the QF to initiate construction, which date shall, to the extent practical, be consistent with the QF's schedule for delivery of energy into the Company's system in a Facilities Study.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.704  
CANCELS SECOND REVISED SHEET No. 9.704

The QF shall, within one hundred eighty (180) days from receipt of the Facilities Study, send written notification to the Company as to whether or not it will initiate construction of the Facility. The Company will consider no response as QF's withdrawal of the Facility from further consideration. The final electrical plans shall include the following information, unless all or a portion of such information is waived by the Company in its discretion:

- a. Physical layout drawings, including dimensions;
- b. All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- c. Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the Facility's proposed system and to be able to make a coordinated system;
- d. Power requirements in watts and vars;
- e. Expected radio-noise, harmonic generation and telephone interference factor;
- f. Synchronizing methods;
- g. Facility operating/instruction manuals; and
- h. The maximum amount of energy anticipated to be delivered to the Company.

The final design specification documents delivered by the QF shall be labeled as "FINAL", and shall be signed, sealed, and dated by a licensed Florida Professional Engineer for purposes of establishing the final design submitted by the QF based on which Company will determine impacts to its system and construct interconnection facilities for the QF to interconnect with the system.

- 3.4. Any subsequent change in the final electrical plans shall be submitted to the Company and the QF understands and agrees that any such changes could affect the Company's schedules and Interconnection Costs as previously estimated. The QF understands that any changes in system design after the "FINAL" design is submitted shall be deemed as material or significant design changes by the QF and may result in Company terminating this Agreement and re-starting the interconnection process, as may be determined by the Company in its sole discretion. The QF shall be responsible for all costs incurred by Company as a result of any modifications to the "FINAL" design.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.705  
CANCELS SECOND REVISED SHEET No. 9.705

- 3.5. Without limiting the QF's responsibility to pay for all costs under this Agreement, the QF understands and agrees that the QF shall pay the actual costs incurred by the Company to develop all estimates pursuant to Sections 3.1 through 3.3 hereof and to evaluate any changes proposed by the QF as a result of the final design specifications. The Company will issue an adjusted bill reflecting actual costs following completion of the cost estimates.
- 3.6. The Parties agree that any cost or scheduling estimates provided by the Company hereunder shall be prepared in good faith but shall not be binding. The Company may modify such schedules as necessary to accommodate contingencies that affect the Company's ability to initiate or complete the Company's Interconnection Facilities and actual costs will be used as the basis for all final charges hereunder.
- 3.7. All studies required for interconnection and the construction of any interconnection facilities required shall be placed in the queue in a non-discriminatory and non-preferential manner relative to any other interconnection requests so that Company can process all interconnection requests to the Company's system in accordance with the Company's current practices and operational procedures.
- 3.8. The Company reserves the right to perform static and dynamic tests, incorporating the Facility in the Company's models, that may limit/reduce the amount of physical capacity that QF can interconnect at Facility. In such case, the Company will report the limitation to the QF who may then decide to adjust its capacity level for the next level of study.
- 3.9. The Company will consider failure by the QF to meet any of the schedule deadlines herein as a withdrawal of the Facility from further consideration.

**ISSUED BY:** Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
**EFFECTIVE:** July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.706  
CANCELS SECOND REVISED SHEET No. 9.706

#### 4.0 Payment Obligations for Interconnection Costs

- 4.1. The Company shall have no obligation to initiate construction of the Company's Interconnection Facilities prior to a written notice from the QF agreeing to the Company's interconnection design requirements and notifying the Company to initiate its activities to construct the Company's Interconnection Facilities; provided, however, that such notice shall be received not later than the date specified by the Company under Section 3 hereof. The QF shall be liable for and agrees to pay all Interconnection Costs incurred by the Company.
- 4.2. The QF agrees to pay all of the Company's actual Interconnection Costs as such costs are incurred and billed in accordance with the Power Purchase Agreement, if applicable. Such amounts shall be billed pursuant to Section 4.2.1 if the QF elects the payment option permitted by FPSC Rule 25-17.087(3). Otherwise the QF shall be billed pursuant to Section 4.2.2. If the QF does not have a Power Purchase Agreement for the Facility, then the QF agrees to pay the amounts billed by Company within thirty (30) days after Company notifies the QF that such interconnection work has been completed.
  - 4.2.1. Upon a showing of credit worthiness, the QF shall have the option of making monthly installment payments for Interconnection Costs over a period no longer than thirty-six (36) months. The period selected is \_\_\_\_\_ months. Principal payments will be based on the estimated Interconnection Costs less the Interconnection Costs Offset, divided by the repayment period in months to determine the monthly principal payment. Payments will be invoiced in the first month following first incurrence of Interconnection Costs by the Company. Invoices to the QF will include principal payments plus interest on the unpaid balance, if any, calculated at a rate equal to the thirty (30) day highest grade commercial paper rate as published in the Wall Street Journal on the first business day of each month. The final payment or payments will be adjusted to cause the sum of principal payments to equal the actual Interconnection Costs.
  - 4.2.2. When Interconnection Costs are incurred by the Company, such costs will be billed to the QF to the extent that they exceed the Interconnection Costs Offset. The QF agrees to provide, at least fifteen (15) calendar days before the initiation of interconnection field work, cash or a letter of credit as adequate assurances, in a form acceptable to Company in its sole discretion, to cover the estimated Interconnection Costs.
- 4.3. If the QF notifies the Company in writing to interrupt or cease interconnection work at any time and for any reason, the QF shall nonetheless be obligated to pay the Company for all costs incurred in connection with the Company's Interconnection Facilities through the date of such notification and for all additional costs for which the Company is responsible pursuant to binding contracts with third parties.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.707  
CANCELS SECOND REVISED SHEET No. 9.707

**5.0 Payment Obligation for Operation, Maintenance and Repair of the Company's Interconnection Facilities**

- 5.1. The QF shall be billed monthly for the costs associated with the operation, maintenance, and repair of the interconnection. These include (a) the Company's inspections of the interconnection and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.
- 5.2. The QF shall pay a monthly charge equal to 0.50% of the Interconnection Costs less the Interconnection Costs Offset.

**6.0 Schematic Diagram**

- 6.1. Exhibit B-1, attached hereto and made a part hereof, is a schematic diagram showing the major circuit components connecting the Facility with the Company's electrical system and showing the Point of Delivery and the Point of Metering and/or Point of Ownership, if different. All switch number designations initially left blank on Exhibit B-1 will be inserted by the Company on or before the date on which the Facility first operates in parallel with the Company's system.

**7.0 Operating Standards**

- 7.1. The QF and the Company will independently provide for the safe operation of their respective facilities, including periods during which the other Party's facilities are unexpectedly energized or de-energized.
- 7.2. The QF shall reduce, curtail, or interrupt electrical generation or take other appropriate action for so long as it is reasonably necessary, which in the judgment of the QF or the Company may be necessary to operate and maintain a part of either Party's system, to address, if applicable, an Emergency Condition on either Party's system. The QF shall also reduce, curtail, or interrupt electrical generation during the situations defined in Rule 25-17.086, F.A.C.
- 7.3. The operation and net energy deliveries to the Company from the QF shall not exceed the amount studied and approved by the Company's pursuant to the studies performed under this Agreement.

**ISSUED BY:** Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
**EFFECTIVE:** July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.708  
CANCELS SECOND REVISED SHEET No. 9.708

- 7.4. The QF shall not operate the Facility's electric generation equipment in parallel with the Company's system without prior written consent of the Company. Such consent shall not be given until the QF has satisfied all criteria under the Power Purchase Agreement, if applicable and has:
- (i) submitted to and received consent from the Company of its as-built electrical specifications;
  - (ii) demonstrated to the Company's satisfaction that the Facility is in compliance with the insurance requirements of the Power Purchase Agreement, if applicable; and
  - (iii) demonstrated to the Company's satisfaction that the Facility is in compliance with all regulations, rules, orders, or decisions of any governmental or regulatory authority having jurisdiction over the Facility's generating equipment or the operation of such equipment.
- 7.5. Any proposed modifications to the electrical equipment of the Facility will be submitted to the Company for approval. It is further understood that the scope of some modifications may require new interconnection studies that will result in additional interconnections costs along with other costs detailed in Section 5 of the Agreement, and such costs shall be the sole responsibility of the QF. After any approved Facility modifications are completed, the QF shall not resume parallel operation with the Company's system until the QF has demonstrated that it is in compliance with all the requirements of Section 8.2 hereof.
- 7.6. The QF shall be responsible for coordination and synchronization of the Facility's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the utility's system.
- 7.7. The Company shall have the right to open and lock, with a Company padlock, manual disconnect switch numbers(s) \_\_\_\_\_ and isolate the Facility's generation system without prior notice to the QF. To the extent practicable, however, prior notice shall be given. Any of the following conditions shall be cause for disconnection:
1. Emergency Conditions and/or maintenance repair and construction requirements;
  2. hazardous conditions existing on the Facility's generating or protective equipment as determined by the Company;
  3. adverse effects of the Facility's generation to the Company's other electric consumers and/or system as determined by the Company;
  4. failure of the QF to maintain any required insurance; or

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
THIRD REVISED SHEET No. 9.709  
CANCELS SECOND REVISED SHEET No. 9.709

5. failure of the QF to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Facility's electric generating equipment or the operation of such equipment.
- 7.8. The Facility's electric generation equipment shall not be operated in parallel with the Company's system when auxiliary power is being provided from a source other than the Facility's electric generation equipment.
- 7.9. Neither Party shall operate switching devices owned by the other Party, except that the Company may open the manual disconnect switch number(s) \_\_\_\_\_ owned by the QF pursuant to Section 7.7 hereof.
- 7.10. Should one Party desire to change the operating position of a switching device owned by the other Party, the following procedures shall be followed:
  - (i) The Party requesting the switching change shall orally agree with an authorized representative of the other Party regarding which switch or switches are to be operated, the requested position of each switching device, and when each switch is to be operated.
  - (ii) The Party performing the requested switching shall notify the requesting Party when the requested switching change has been completed.
  - (iii) Neither Party shall rely solely on the other party's switching device to provide electrical isolation necessary for personnel safety. Each Party will perform work on its side of the Point of Ownership as if its facilities are energized or test for voltage and install grounds prior to beginning work.
  - (iv) Each Party shall be responsible for returning its facilities to approved operating conditions, including removal of grounds, prior to the Company authorizing the restoration of parallel operation.
  - (v) The Company shall install one or more red tags on all open switches. Only Company personnel on the Company's switching and tagging list shall remove and/or close any switch bearing a Company red tag under any circumstances.
- 7.11. Should any essential protective equipment fail or be removed from service for maintenance or construction requirements, the Facility's electric generation equipment shall be disconnected from the Company's system. To accomplish this disconnection, the QF shall either (i) open the generator breaker number(s) \_\_\_\_\_; or (ii) open the manual disconnect switch number(s) \_\_\_\_\_.

**ISSUED BY:** Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
**EFFECTIVE:** July 13, 2017



SECTION No. IX  
~~THIRD-FOURTH~~ REVISED SHEET No. 9.710  
CANCELS ~~SECOND-THIRD~~ REVISED SHEET

7.11.1. If the QF elects option (i), the breaker assembly shall be opened and drawn out by QF personnel. As promptly as practicable, Company personnel shall install a Company padlock and a red tag on the breaker enclosure door.

7.11.2. If the QF elects option (ii), the switch shall be opened by QF personnel or by Company personnel and, as promptly as practicable, Company personnel will install a Company padlock and a red tag.

#### 8.0 Inspection and Testing

8.1. The inspection and testing of all electrical relays governing the operation of the generator's circuit breaker shall be performed in accordance with manufacturer's recommendations, ~~but in no case less than once every 12 months~~. This inspection and testing shall include, but not be limited to, the following:

- (i) electrical checks on all relays and verification of settings electrically;
- (ii) cleaning of all contacts;
- (iii) complete testing of tripping mechanisms for correct operating sequence and proper time intervals; and
- (iv) visual inspection of the general condition of the relays.

8.2. In the event that any essential relay or protective equipment is found to be inoperative or in need of repair, the QF shall notify the Company of the problem and cease parallel operation of the generator until repairs or replacements have been made. The QF shall be responsible for maintaining records of all inspections and repairs and shall make said records available to the Company upon request.

8.3. The Company shall have the right to operate and test any of the Facility's protective equipment to assure accuracy and proper operation. This testing shall not relieve the QF of the responsibility to assure proper operation of its equipment and to perform routine maintenance and testing.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
SECOND REVISED SHEET No. 9.711  
CANCELS FIRST REVISED SHEET No. 9.711

9.0 Notification

9.1. Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing:

To The Company: System Dispatcher on Duty  
Title: System Dispatcher  
Telephone: (727) 384-7211  
Facsimile: (727) 384-7865

To The QF: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

9.2. Each Party shall provide as much notification as practicable to the other Party regarding planned outages of equipment that may affect the other Party's operation.

9.3. Communication for contract administrative purposes may be made to the following persons:

To The Company:  
Title: Wholesale/Renewable Manager  
Address: 299 First Avenue North  
Mail Code FL-155  
St Petersburg, FL 33701  
Telephone: (727) 820-4597  
Facsimile: (727) 820-4598

To The QF:  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
SECOND REVISED SHEET No. 9.712  
CANCELS FIRST REVISED SHEET No. 9.712

#### 10.0 Standards

10.1. Interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. Additionally, as provided in FPSC Order No. PSC-06-0707-PAA-EI, issued August 18, 2006, in Docket No. 060410-EI, for a QF that is a Distributed Resource, the QF's interconnection with the Company's system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction.

10.2. The following minimum guidelines shall also be met:

- a. The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second), plus or minus an instantaneous variation of less than 1%.
- b. The regulator control shall be capable of maintaining the generator output voltage within limits from no-load up to rated output. The limits for voltage shall be the nominal operating voltage, plus or minus 5%.
- c. The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean squared) of harmonics than the Company's normal harmonic content at the interconnection point.
- d. The QF's generating equipment shall be designed, operated, and controlled to provide reactive power requirements from 0.95 lagging to 0.95 leading power factor at the point of interconnection with the Company. Induction generators shall have static capacitors that provide at least 95% of the magnetizing current requirements of the induction generator field. Capacitors shall not be so large as to permit self-excitation of the QF's generator field.
- e. Direct current (DC) generators may be operated in parallel with the Company's system through a synchronous inverter. The inverter must meet all the criteria in this Agreement.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
FIRST REVISED SHEET No. 9.713  
CANCELS ORIGINAL SHEET No. 9.713

#### 11.0 QF Standing and Qualification

11.1. The QF is a \_\_\_\_\_ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of \_\_\_\_\_ and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and all other related documents and agreements to which it is or shall be a Party. QF is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Agreement or would result in a liability to Company or would have any adverse effect on Company.

#### 12.0 Insurance

12.1. The QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Agreement, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard "Insurance Services Office" commercial general liability and/or excess liability form or equivalent and Workers' Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the "QF Insurance"). A certificate of insurance shall be delivered to the Company at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Agreement, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Agreement or (ii) caused by operation of the Facility or any of the QF's equipment Without limiting the foregoing, the QF Insurance must be reasonably acceptable to the Company. Any premium assessment or deductible shall be for the account of the QF and not the Company.

12.2. The QF Insurance for liability shall have a minimum limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury (including death) or property damage. This liability limit can be met by any combination of commercial general and excess liability insurance policies.

12.3. To the extent that the QF Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the Effective Date of this Agreement or an earlier date. Furthermore, to the extent the QF Insurance is on a "claims made" basis, the QF's duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QF Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QF during the term of this Agreement.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
FIRST REVISED SHEET No.9.714  
CANCELS ORIGINAL SHEET No. 9.714

- 12.4. The QF shall provide the Company with a copy of any material communication or notice related to the QF Insurance within ten (10) Business Days of the QF's receipt or issuance thereof.
- 12.5. The Company shall be designated as an additional named insured under the QF Insurance (except Workers' Compensation). The QF Insurance shall be primary to any coverage maintained by the Company and provide, where permitted by law, waiver of any rights of subrogation against the Company. Any deductibles or retentions shall be the sole responsibility of QF. QF's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of QF's liability or otherwise affect QF's indemnification obligations pursuant to this Agreement. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of the Company under this Agreement with respect to any insurance coverage required hereunder. The Company may request the QF to provide a copy of any or all of its required insurance policies, including endorsements in which the Company is included as an additional insured for any claims filed relative to this Agreement.
- 13.0 Event of Default
- 13.1. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 13.2, the defaulting Party shall have five (5) Business Days from receipt of the Default notice within which to cure such Default.
- 13.2. If a Default is not cured as provided in this Section, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
FIRST REVISED SHEET NO. 9.715  
CANCELS ORIGINAL SHEET No. 9.715

14.0 Termination

14.1. This Agreement shall terminate upon any of the following events:

- (a) at the time when the nature of the QF's service changes in such a way as to alter the manner in which the QF delivers power to the Company; or
- (b) pursuant to the procedure set forth in Section 13.2; or
- (c) as set forth in Section 3.3; or
- (d) termination of the Power Purchase Agreement; or
- (e) upon 30 days' notice by the QF to the Company.

15.0 Assignment

15.1. Any assignment by QF of this Agreement and the rights and obligations hereunder shall be made only with the written consent of the Company, which consent shall not be unreasonably withheld and shall be subject to credit, payment, tax, and performance assurances.

16.0 Governing Law and Jurisdiction

16.1. This Agreement and the rights and duties hereunder shall be governed by and construed, enforced and performed in accordance with the Laws of the State of Florida, without regard to principles of conflicts of law.

17.0 Mutual Representations

17.1. QF and Company each hereby represents and warrants to the other the following: (i) each has the capacity, authority, and power to execute, deliver, and perform under this Agreement; (ii) this Agreement constitutes legal, valid, and binding obligations enforceable against it; (iii) each person who executes this Agreement on behalf of each party has full and complete authority to execute and bind such party to this Agreement as an authorized representative of such party; (iv) each is acting on its own behalf and has made its own independent decision to bind itself under this Agreement; and, (v) each has completely read, fully understands, and voluntarily accepts every provision of this Agreement.

18.0 Entire Agreement

18.1. This Agreement constitutes the entire agreement and arrangement between the QF and Company relating to the subject matter herein. This Agreement shall not be binding and effective unless duly executed by an authorized officer of QF and delivered by QF to Company, and upon receipt of such duly executed document is executed by Company and delivered by Company to QF.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017



SECTION No. IX  
FIRST REVISED SHEET No. 9.716  
CANCELS ORIGINAL SHEET No. 9.716

EXHIBIT B-1

Exhibit B-1 will be unique for each Facility  
and must be complete prior to parallel  
operation with the Company

**ISSUED BY:** Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
**EFFECTIVE:** July 13, 2017



SECTION No. IX  
FIRST REVISED SHEET No. 9.717  
CANCELS ORIGINAL SHEET No. 9.717

IN WITNESS WHEREOF, the QF has executed this Agreement on the date set forth below.

QF

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Company has acknowledged receipt of this executed Agreement.

**DUKE ENERGY FLORIDA, LLC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: July 13, 2017