

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	June 19, 2007	Consent [X]	Regular []
		Public Hearing []	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Four (4) separate Commercial Industrial Demand Reduction Rider Agreements (CDR) with Florida Power and Light Company (FP&L) for various Water Utilities Department (WUD) facilities.

Summary: FP&L has a program to provide reduced electric rates for facilities which have a usage of 200 kw or greater. During periods of high electric demand FP&L will curtail service and the Department's emergency generators will be activated to continue operation of these facilities. The reduction in demand by the Department will make more power available to other FP&L customers. These four (4) separate Agreements provide changes in the method of calculating electric rates with an estimated savings of \$80,000 per year including \$42,000 per year at the Lake Region Water Treatment Plant which will be completed in FY 2008. The estimated cost to implement the program is \$160,000.

(WUD Project No. 07-133)

District 2, 5, 6

(MJ)

Background and Justification: The Water Utilities Department entered into six (6) FP&L load control Agreements on March 10, 1991 (R92-372D to R92-377D) to reduce the electric costs. Experience has found these load control Agreements to be favorable with minimal load control events. These Agreements are only available to customers until FP&L reaches its program capacity limit. The CDR program allows FP&L to reduce service to large customers during peak electric demand. Some wiring and switching modifications are necessary and are estimated at \$40,000 per facility for a total of \$160,000. Only facilities which have an electrical demand of 200 kw or greater are eligible for this rate reduction program. Emergency generators will be used during periods that FP&L curtails electric service similar to when power is interrupted at present. Savings in electrical charges are estimated at \$80,000 per year. Termination of the Agreement by the County with less than five (5) years advance notification will result in penalties under the terms of the Agreement.

Attachments:

1. Location Map
2. Three (3) Original Commercial/Industrial Demand Reduction Rider Agreements for Lake Region Water Treatment Plant, Central Region Operations Center, Southern Region Operations Center Deep Injection Well, and Southern Region Pump Station at 9 South.
3. Estimated Cost Savings

Recommended By:	<u>Lisha L. Pisci</u>	<u>05/22/07</u>
	Department Director	Date
Approved By:	<u>Hannon R. La Rocque</u>	<u>6/15/07</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$160,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>0</u>	<u>(\$80,000)</u>	<u>(\$80,000)</u>	<u>(\$80,000)</u>	<u>(\$80,000)</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	\$160,000	(\$80,000)	(\$80,000)	(\$80,000)	(\$80,000)
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W006 Object 6541

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

One time capital expenditure from the user fees and balances brought forward. Engineering and construction fees are estimated at \$160,000 with annual savings of \$80,000 per year.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>Jim B...</u> 5-29-07 OFMB 5/25/07</p>	<p><u>Jim J. Jacobson</u> 5/30/07 Contract Development and Control 5/29/07</p>
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B. Legal Sufficiency:

This item complies with current County policies.

[Signature] 5/31/07
Assistant County Attorney

C. Other Department Review:

Department Director

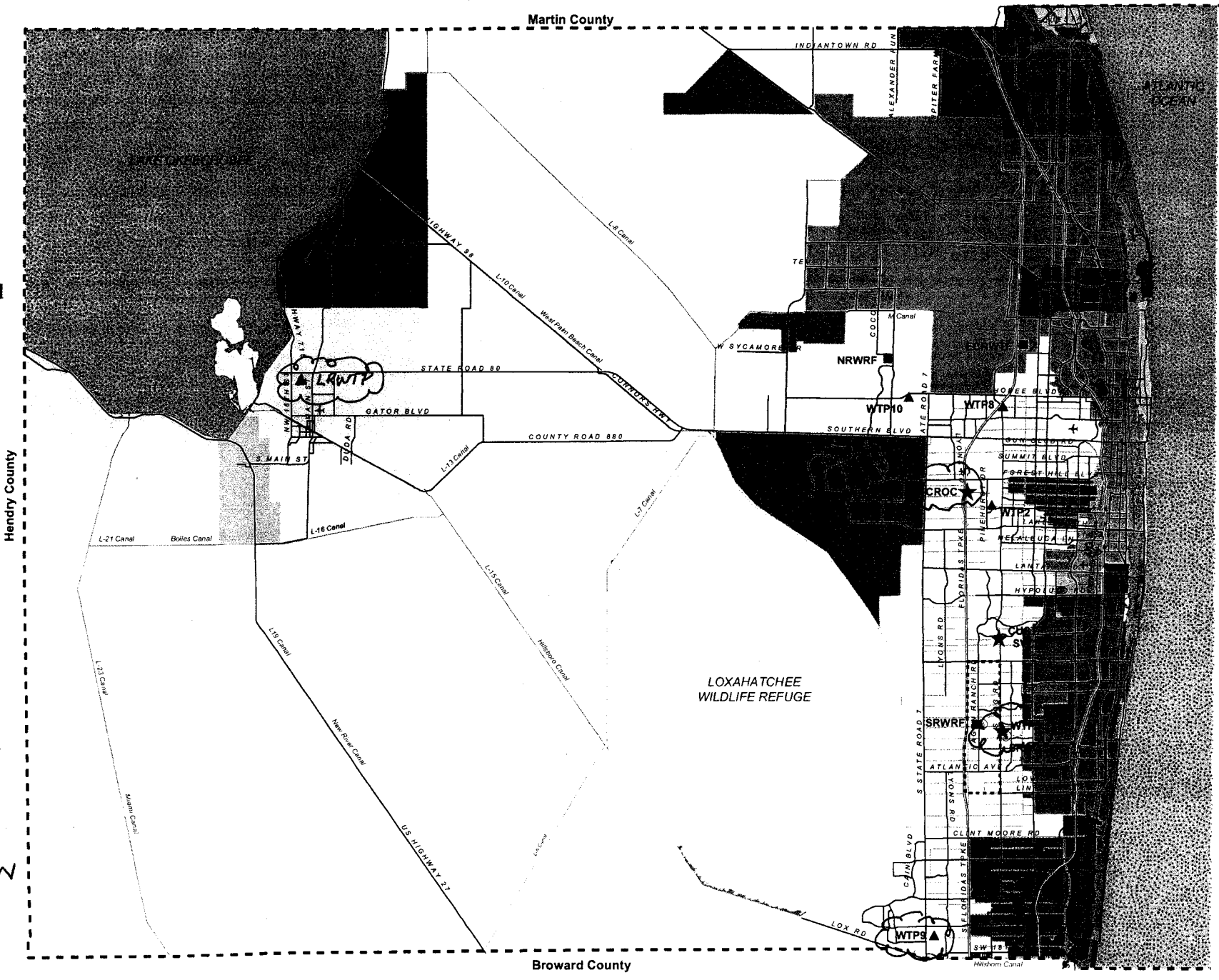
This summary is not to be used as a basis for payment.



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 1

- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - - Palm Beach County Limits
 - ★ Administration
 - Water Reclamation Facility
 - ▲ Water Treatment Facility
 - ☉ Wetlands



Lake Region Water Treatment Plant

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this 1st day of May, 2007, by and between Board of Palm Beach County Comm. (hereinafter called the "Customer"), located at Lake Region water Treatment Plant in Palm Beach Co, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.
3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees to not exceed a usage level of 0 kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.
5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

(Continued on Sheet No. 9.496)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.
10. The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.
11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.
12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Sheet No. 9.497)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 30, 2004

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: [Signature]

Name: Brad Gunter

Title: Regional Manager

CUSTOMER (public) PALM BEACH COUNTY, Florida
A Political Subdivision of the State of
Governmental Entity: Florida Board of County

Signed: _____
Commissioners

Name: Addie L. Greene, Chairperson

Title: _____

Attest:

By: _____
Clerk/Deputy Clerk & Comptroller
~~XXXXXXXX~~

Approved as to form and legal sufficiency:

By: _____

County Attorney

Approved as to terms and conditions:

By: [Signature]

Department Director

Central Region Operations Center

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this 1st day of May, 2007, by and between Board of Palm Beach County Comm. (hereinafter called the "Customer"), located at 8100 Forest Hill Acct. #17185 62554 West Palm Bch., Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.
3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees to not exceed a usage level of 0 kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.
5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

(Continued on Sheet No. 9.496)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
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10. The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.
11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.
12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
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IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: Brad Gunter

Name: Brad Gunter

Title: Regional Manager

CUSTOMER (public) PALM BEACH COUNTY, Florida
A Political Subdivision of the State of
Governmental Entity: Florida Board of County
Commissioners

Signed: _____

Name: Addie L. Greene, Chairperson

Title: _____

Attest:

By: _____
Clerk/Deputy Clerk & Comptroller
~~XXXXXXXX~~

Approved as to form and legal sufficiency:

By: _____

County Attorney

Approved as to terms and conditions:

By: Lisha S. Pica

Department Director

Southern Region Operations Center
Deep Injection WellCOMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this 1st day of May, 2007, by and between Board of Palm Beach County Comm. (hereinafter called the "Customer"), located at 13026 Jog Rd. Acct. # 41084 98082 in Delray Beach, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.
3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
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Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 30, 2004

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IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company: _____
Signed: _____
Name: _____
Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: [Signature]
Name: Brad Gunter
Title: Regional Manager

CUSTOMER (public) PALM BEACH COUNTY, Florida
A Political Subdivision of the State of
Governmental Entity: Florida Board of County
Commissioners

Signed: _____
Name: Addie L. Greene, Chairperson
Title: _____

Attest:
By: _____
Clerk/Deputy Clerk & Comptroller
~~XXXXXXXX~~

Approved as to form and legal sufficiency:
By: _____
County Attorney

Approved as to terms and conditions:
By: [Signature]
Department Director

Southern Region Pump Station at 9 South

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this 1st day of May, 2007, by and between Board of Palm Beach County Comm. (hereinafter called the "Customer"), located at 22438 SW 7 St. Acct. #33409 16364 in Boca Raton, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
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3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees to not exceed a usage level of 0 kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.
5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

(Continued on Sheet No. 9.496)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.
10. The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.
11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.
12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Sheet No. 9.497)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 30, 2004

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: [Signature]

Name: Brad Gunter

Title: Regional Manager

CUSTOMER (public) PALM BEACH COUNTY, Florida

A Political Subdivision of the State of

Governmental Entity: Florida Board of County

Signed: _____
Commissioners

Name: Addie L. Greene, Chairperson

Title: _____

Attest:

By: _____
Clerk/Deputy Clerk & Comptroller
~~XXXXXXXX~~

Approved as to form and legal sufficiency:

By: _____

County Attorney

Approved as to terms and conditions:

By: [Signature]

Department Director

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

**COST SAVINGS SUMMARY
FP&L AGREEMENTS**

Lake Region Water Treatment Plant (see below)	\$42,000.00
Southern regions Operations center Deep Injection Well	\$13,152.56
Central regions operations Center	\$13,190.84
9 South Wastewater Pump station	<u>\$12,300.77</u>
TOTAL	\$80,644.17
ROUNDOFF	\$80,000.00

Lake Region Water Treatment Plant is estimated at 6% savings of annual \$700,000 FP&L billing with approximately 800 Kwh demand at \$0.10/Kwh

Southern Regional Operations Center Deep Injection Well 41084-98082 B/62/
 BD OF PB CO COMM
 6V81634 13026 JOG RD # INJEC
 DELRAY BEACH, FL 33484

	Days	Fran	Tot Kwh	Const Kwh	On Pk Kwh	Act/ Max Kwd	On Pk Kwd	Ratchet Kwd	Curt	Firm	Cis Bill Total	GSLD-1 (62)	GSLD-1 (62)C
Nov 6, 2006	30	1510	186,400	0	0	564	0	564	0	0	\$19,895.80	\$19,895.80	\$18,463.12
Oct 6, 2006	30	1510	205,600	0	0	444	0	444	0	0	\$20,415.85	\$20,415.85	\$19,404.52
Sep 7, 2006	30	1510	198,000	0	0	512	0	512	0	0	\$20,385.55	\$20,385.55	\$19,138.47
Aug 8, 2006	30	1510	190,800	0	0	504	0	504	0	0	\$19,736.65	\$19,736.65	\$18,514.65
Jul 10, 2006	30	1510	212,000	0	0	452	0	452	0	0	\$21,000.27	\$21,000.27	\$19,963.86
Jun 8, 2006	30	1510	190,000	0	0	420	0	420	0	0	\$18,952.82	\$18,952.82	\$18,026.76
May 9, 2006	30	1510	161,200	0	0	428	0	428	0	0	\$16,603.88	\$16,603.88	\$15,653.22
Apr 10, 2006	30	1510	156,000	0	0	352	0	352	0	0	\$15,540.02	\$15,540.02	\$14,858.67
Mar 10, 2006	30	1510	136,800	0	0	412	0	412	0	0	\$14,512.07	\$14,512.07	\$13,621.26
Feb 9, 2006	30	1510	199,600	0	0	560	0	560	0	0	\$20,805.42	\$20,805.42	\$19,395.95
Jan 10, 2006	30	1510	233,200	0	0	480	0	480	0	0	\$22,817.21	\$22,817.21	\$21,687.01
Dec 7, 2005	30	1510	240,000	0	0	504	0	504	0	0	\$17,952.35	\$17,952.35	\$16,737.84
Totals												\$228,617.89	\$215,465.33
\$ Savings												\$0.00	\$13,152.56
% Savings												0%	6%

** Additional charges for
 Load Control or Curtailment
 Event Calculation not
 included

Central Region Operations Center 17185-62554 B/72/ BD OF PB CO COMM
 6V54460 8100 FOREST HILL BLVD
 WEST PALM BEACH, FL 33413

	Days	Fran	Tot Kwh	Const Kwh	On Pk Kwh	Act/ Max Kwd	On Pk Kwd	Ratchet Kwd	Curt	Firm	Cis Bill Total	GSD-1 (72)	GSLD-1 (62)C
Oct 11, 2006	30	2140	196,800	0	0	400	0	400	0	0	\$19,683.62	\$19,683.62	\$18,668.33
Sep 12, 2006	30	2140	224,760	0	0	475	0	475	0	0	\$22,610.61	\$22,610.61	\$21,326.28
Aug 11, 2006	30	2140	211,200	0	0	425	0	425	0	0	\$21,089.57	\$21,089.57	\$19,966.43
Jul 13, 2006	30	2140	223,800	0	0	458	0	458	0	0	\$22,402.62	\$22,402.62	\$21,161.80
Jun 13, 2006	30	2140	210,600	0	0	448	0	448	0	0	\$21,210.12	\$21,210.12	\$20,035.48
May 12, 2006	30	2140	173,760	0	0	492	0	492	0	0	\$18,370.32	\$18,370.32	\$17,218.80
Apr 13, 2006	30	2140	164,760	0	0	349	0	349	0	0	\$16,547.18	\$16,547.18	\$15,758.84
Mar 15, 2006	30	2140	166,920	0	0	368	0	368	0	0	\$16,870.89	\$16,870.89	\$16,027.55
Feb 14, 2006	30	2140	193,440	0	0	355	0	355	0	0	\$19,014.63	\$19,014.63	\$18,115.55
Jan 13, 2006	30	2140	199,440	0	0	354	0	354	0	0	\$19,514.07	\$19,514.07	\$18,599.46
Dec 12, 2005	30	2140	211,080	0	0	420	0	420	0	0	\$16,377.16	\$16,377.16	\$14,871.51
Nov 9, 2005	30	2140	129,720	0	0	422	0	422	0	0	\$11,494.80	\$11,494.80	\$10,244.72
Totals												\$225,185.59	\$211,994.75
\$ Savings												\$0.00	\$13,190.84
% Savings												0%	6%

** Additional charges for
 Load Control or Curtailment
 Event Calculation not
 included

9S Regional Wastewater Pump Station 33409-16364 C/62/ BD OF PB CO COMM
 6V53470 22438 SW 7TH ST # 9SWWPMPRS2
 BOCA RATON, FL 33428

	Days	Fran	Tot Kwh	Const Kwh	On Pk Kwh	Act/ Max Kwd	On Pk Kwd	Ratchet Kwd	Curt	Firm	Cis Bill Total	GSLD-1 (62)	GSLD-1 (62)C
Oct 19, 2006	30	1510	93,600	0	0	337	0	337	0	0	\$10,471.26	\$10,471.26	\$9,836.13
Sep 20, 2006	30	1510	108,120	0	0	350	0	350	0	0	\$11,753.04	\$11,753.04	\$11,072.78
Aug 21, 2006	30	1510	108,960	0	0	346	0	346	0	0	\$11,786.49	\$11,786.49	\$11,121.28
Jul 21, 2006	30	1510	125,040	0	0	479	0	479	0	0	\$14,221.67	\$14,221.67	\$13,089.96
Jun 21, 2006	30	1510	146,040	0	0	558	0	558	0	0	\$16,590.99	\$16,590.99	\$15,178.40
May 22, 2006	30	1510	166,440	0	0	505	0	505	0	0	\$17,679.47	\$17,679.47	\$16,459.50
Apr 21, 2006	30	1510	166,320	0	0	481	0	481	0	0	\$17,465.50	\$17,465.50	\$16,330.31
Mar 23, 2006	30	1510	166,320	0	0	460	0	460	0	0	\$17,286.68	\$17,286.68	\$16,226.31
Feb 22, 2006	30	1510	137,040	0	0	440	0	440	0	0	\$14,769.71	\$14,769.71	\$13,779.16
Jan 24, 2006	30	1510	168,600	0	0	521	0	521	0	0	\$17,988.81	\$17,988.81	\$16,713.98
Dec 20, 2005	30	1510	146,280	0	0	464	0	464	0	0	\$12,330.33	\$12,330.33	\$11,255.42
Nov 17, 2005	30	1510	99,120	0	0	449	0	449	0	0	\$9,546.22	\$9,546.22	\$8,526.17
Totals												\$171,890.17	\$159,589.40
\$ Savings												\$0.00	\$12,300.77
% Savings												0%	7%

** Additional charges for Load
 Control or Curtailment Event
 Calculation not included