

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 22, 2015

Consent []
Public Hearing []

Regular [x]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Potable Water Supply Agreement with Florida Power & Light Company (FPL).

Summary: The County and FPL were parties to a Temporary Bulk Potable Water Agreement (Agreement) (R2007-1028) to serve their Western Energy Center that expired on July 1, 2014. As the parties negotiated a new permanent agreement, the County has allowed FPL to operate under the terms of the existing Agreement. Under the previous Agreement, FPL was authorized to receive up to 3.2 million gallons daily (MGD) of potable water as a bulk customer. Upon re-examination of FPL's water usage, the Water Utilities Department (WUD) has reclassified FPL from a bulk customer to a retail customer with specialized circumstances. As a result, WUD is proposing to transition from the bulk commodity rate in the previous Agreement to a retail rate with credits for FPL having low peak demand, onsite storage, and fire suppression capability. The new retail agreement authorizes FPL to take up to one (1) MGD of potable water. FPL's effective commodity rate for the new agreement is \$2.53 per 1,000 gallons of potable water, to be indexed annually by 75% of the Consumer Price Index for Water and Wastewater Maintenance. Additionally, FPL will pay a fee of \$5.12 Million for one (1) MGD of permanent capacity over a 20 year period at 3.6% interest. If FPL's Average Annual Daily Flow (AADF) exceeds one (1) MGD for two (2) consecutive fiscal years, FPL will be required to purchase additional capacity. The Agreement is effective for a term of 25 years, with the possibility of renewal by mutual agreement for an additional five (5) years. District 6 (MJ)

Background and Justification: WUD previously extended a 24" potable water main along Southern Boulevard to the L-8 Canal in order to provide service to future customers within the WUD service area. FPL's continued use of up to one (1) MGD will assist WUD in maintaining the quality of potable water in that pipeline until such time as development in the immediate area can utilize the available capacity.

Attachments:

1. Original Agreements with FPL

Recommended By: Jim Stiles
Department Director

9-10-15
Date

Approved By: [Signature]
Assistant County Administrator

9/15/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
External Revenues (see part B)	<u>(\$1,252,984)</u>	<u>(\$1,310,645)</u>	<u>(\$1,339,180)</u>	<u>(\$1,368,571)</u>	<u>(\$1,398,843)</u>
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	<u>(\$1,252,984)</u>	<u>(\$1,310,645)</u>	<u>(\$1,339,180)</u>	<u>(\$1,368,571)</u>	<u>(\$1,398,843)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Budget Account No.:	Fund 4000	Dept. 720	Unit 4200	Rev Source	4366

Is Item Included in Current Budget? Yes No **X**

Reporting Category N/A

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

Estimated revenues are based on 1 MGD in 2015 and a 3% annual increase on rates thereafter. Additionally, estimated revenues includes annual payments of \$359,492.49 for capacity.

C. Department Fiscal Review: See Encls

III. REVIEW COMMENTS

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

Sheng Bao
9/3 9/3 OFMB

A. J. Javela 9/10/15
Contract Development and Control
9-10-15 *Z Wheeler*

B. Legal Sufficiency:

Legal Sufficiency: _____ 9/14/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

POTABLE WATER SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **FLORIDA POWER & LIGHT COMPANY**, a Florida Corporation (hereinafter "FPL").

WITNESSETH

WHEREAS, FPL operates the West County Energy Center ("WCEC"), an energy production facility located in Palm Beach County; and

WHEREAS, the WCEC requires a large volume of Potable Water in its daily operations; and

WHEREAS, on June 19, 2007, the parties entered into an Agreement for the Temporary Purchase of Bulk Potable Water ("Temporary Agreement") to meet the Potable Water needs of the WCEC; and

WHEREAS, the Temporary Agreement has expired; and

WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions of the permanent supply of Potable Water by the County to FPL; and

WHEREAS, the WCEC is a unique potable water customer, based on: (i) the large volume of Potable Water usage at the WCEC; (ii) the unique nature of service to the WCEC, including lower peak load factors, on-site storage, and the existence of a non-Potable Water dependent fire suppression system at the WCEC; and (iii) the benefit to the County's Potable Water System, including the avoidance of line flushing costs; and

WHEREAS, it is therefore reasonable to utilize a special service agreement for the purpose of setting the terms and conditions of Potable Water Service to the WCEC; and

WHEREAS, the County has undertaken a cost of service study to determine the appropriate rates and fees for the WCEC taking into consideration the unique nature of service to the WCEC; and

WHEREAS, FPL wishes to purchase Potable Water from the County for use at WCEC in accordance with this Agreement; and

WHEREAS, the County wishes to sell FPL Potable Water pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and FPL hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a term of twenty five (25) years from the Service Initiation Date. This Agreement may be renewed for a period of five years upon mutual agreement of the parties.
3. **Effective Date.** This Agreement shall become effective upon approval of both parties. The Effective Date of this Agreement shall be the date this Agreement is approved by the Palm Beach County Board of County Commissioners.
4. **Definitions.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Agreement" means this Potable Water Supply Agreement;
 - (b) "Annual Average Daily Flow" or "AADF" means the average daily flow rate of Potable Water collectively measured through the Point(s) of Service. The Annual Average Daily Flow rate is calculated by dividing the total amount of Potable Water flowing through the Point(s) of Service in any Fiscal Year by the number of days in that same Fiscal Year.
 - (c) "Capacity Fee" means that fee paid by FPL in accordance with Section 6 herein to reserve Potable Water Capacity in the County's Potable Water System.
 - (d) "Commodity Fee" means that fee to be paid by FPL to County on a monthly basis which is intended to recover County's full costs of producing and supplying Potable Water to FPL at the Point(s) of Service.
 - (e) "County" has the meaning set forth in the Preamble to this Agreement;
 - (f) "County's Potable Water System" means the system owned and/or operated by the County for the production and distribution of Potable Water to all retail, wholesale, and/or bulk customers of the County, said system being located on the County's side of the Point(s) of Service and including the Potable Water meter(s) and related appurtenances located at the Point(s) of Service;
 - (g) "CPI" has the meaning set forth in Section 7;
 - (h) "Effective Date" has the meaning set forth in Section 3;
 - (i) "Fiscal Year" means October 1 through September 30;
 - (j) "FPL" has the meaning set forth in the Preamble to this Agreement;
 - (k) "Point(s) of Service" means the location where the County's Potable Water System is connected with FPL's internal water system, as shown in **Exhibit "A"**, which is attached hereto and incorporated herein. The Potable Water System of County shall

include the master water meter(s) and related appurtenances located at the Point(s) of Service, with said master water meter(s) being utilized for the measurement of Potable Water provided to FPL. The parties may agree to establish additional Point(s) of Service as necessary, subject to the agreement of the parties regarding the costs of constructing any additional Point(s) of Service;

- (l) "Potable Water" means water for human consumption which meets all applicable Federal, state, and County standards;
- (m) "Potable Water Capacity" means the capacity that FPL has reserved in the County's Potable Water System;
- (n) "Service Initiation Date" means October 1, 2015.
- (o) "Temporary Agreement" has the meaning set forth in the Recitals to this Agreement;
- (p) "Term" has the meaning set forth in Section 2;
- (q) "UPAP" means the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time.
- (r) "WCEC" has the meaning set forth in the Recitals to this Agreement. A depiction of the WCEC property is attached hereto and incorporated herein as **Exhibit "B"**.

5. **Scope of Agreement.** Beginning on the Service Initiation Date, County shall furnish, and FPL shall accept, the Potable Water at the Point(s) of Service shown in **Exhibit "A"**. The Potable Water provided under this Agreement shall only be used to provide service to the WCEC. Provision of the Potable Water by FPL to a user outside of the WCEC property shall be a default of this Agreement.

6. **Capacity Fee.** In exchange for the timely payment of Capacity Fees in accordance with **Exhibit "C"**, which shall be paid in monthly increments in accordance with the payment schedule set forth therein, the County shall reserve 1.0 MGD Potable Water Capacity in the County's Potable Water System, calculated on an Annual Average Daily Flow basis. The Capacity Fee payment shall be paid monthly starting on the 1st of the first month following the Effective Date of this Agreement, with subsequent payments due on the 1st of each subsequent month. The County shall reserve said Potable Water Capacity contingent upon FPL's payment in accordance with the payment schedule. There shall be no pre-payment penalty for FPL to pay off the Capacity Fee earlier than required under the payment schedule. Full prepayment shall solely require payment of the principal and not the interest. Partial prepayment shall result in a re-amortization of the remaining principal balance over the remainder of the original term at the same interest rate. Capacity Fee payments are non-refundable. Termination of this Agreement shall accelerate the payment schedule and shall require the immediate payment of all remaining monthly increments of the Capacity Fee.

7. **Commodity Fee.** The initial monthly Commodity Fee shall be \$2.53 per thousand gallons. The County retains the right to review the Commodity Fee every five (5) years during the term of this Agreement and to make necessary cost of service adjustments to the Commodity Fee. Beginning on October 1, 2016, and for each year thereafter, the Commodity Fee shall be adjusted

upward by an amount equal to three-fourths (3/4) of the prior year's (measured July to July) Consumer Price Index, all Urban Consumers, Water and Sewerage Maintenance, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") or other applicable index if the CPI is discontinued, but in no case shall the escalation exceed three (3%) percent annually. The Commodity Fee is intended to recover the County's full costs of producing and supplying water to FPL, and there shall be no monthly fixed or base facility fee. The Commodity Fee shall be paid in accordance with Section 8 below.

8. **Level Billing of Commodity Fee.** For simplicity and consistency of billing, the Commodity Fee shall be billed in equal monthly increments, based on 1.0 MGD AADF of Potable Water usage. The billing cycle shall run concurrent with the Fiscal Year. An example of this level billing is attached hereto and incorporated herein as **Exhibit "D"**. Following each September 30 of the Agreement term, a true-up calculation will be performed. Should the actual meter readings for the prior year exceed a 1.0 MGD AADF, FPL shall be required to remit the difference in Commodity Fees to the County within sixty (60) days of receipt of written notice from County. Should the actual meter readings for the prior year be less than 1.0 MGD AADF, County shall provide a credit for the difference in Commodity Fees on the next monthly billing statement, and for additional billing statements if necessary. An example of a true-up calculation is attached hereto and incorporated herein as **Exhibit "E"**.

9. **Maximum Daily Usage.** County and FPL agree that FPL may require Potable Water flow rates of greater than 1.0 MGD to meet the Potable Water needs of FPL. To the extent the County's Potable Water System and the Point of Service can accommodate higher flow rates, County shall temporarily provide higher flow rates at the Point of Service. However, usage exceeding 1.0 MGD AADF for two consecutive fiscal years shall result in the imposition of an additional Capacity Fee. The amount of additional Capacity Fee payable by FPL shall be based on unit costs determined by the Department at the time such additional Capacity Fee is due. Payment of said additional Capacity Fee shall be either paid in full or amortized over the remaining payments due under Section 6, as determined by FPL.

10. **Sole Provider.** County, and/or its successor and assigns, shall have the sole and exclusive right to provide Potable Water facilities and services, of any nature, to the Property, for the period of this Agreement. This provision does not preclude FPL from providing water, and wastewater facilities and services, to the Property as outlined in WCEC's Site Certification. FPL shall not resell any Potable Water received from the County pursuant to this Agreement. In the event of a termination of this Agreement by the County, or any interruption in water service, as outlined in paragraph 18, FPL may immediately seek all other available options for water supply.

11. **Water Pressure.** The water pressure of Potable Water delivered by the County to the Point(s) of Service shall be a minimum of 50 psi at all times, with an expected water pressure of between 60 and 65 psi depending upon demand conditions.

12. **Water Quality.** The physical, chemical, and biological quality of the Potable Water delivered by County to FPL at the Point(s) of Service shall meet all federal, state, and local laws, regulations, and requirements for Potable Water, as may be amended from time to time. FPL shall be responsible for the water quality of the Potable Water once it enters FPL's internal system.

13. **Water Shortages.** In the event the South Florida Water Management District or other government unit with just cause and authority declares a water shortage, the County shall have the right to restrict service to FPL only as outlined in SFWMD Rule 40E-21, Water Shortage Plan, Florida Administrative Code, or other applicable provisions existing as of the time of the declaration of the water shortage. Specifically, as currently written, Sections 40E-21.521, and 40E-21.531, F.A.C., require that during Phase I Moderate Water Shortage restrictions and Phase II Severe Water Shortage Restrictions, power production use shall only be reduced voluntarily. Therefore, the County, during Phase I and Phase II SFWMD water shortage restrictions, and based upon the current provisions of Sections 40E-21.521 and 40E-21.531, F.A.C., shall not alter the amount of its water supply to WCEC. For Phase III water restrictions and beyond, the County shall proceed as directed by SFWMD and applicable laws. In the event of a declaration of a water shortage, regardless of class, the County may adjust the Commodity Fee and water pressure, when required by law for essential facilities, in the same manner as rates water pressure are adjusted for customers located within the County limits. The parties agree that these provisions are subject to amendment, and, that both the County and FPL will comply with all applicable provisions in effect at the time of the declaration of the water shortage.

14. **Payment.**

(a) **Commodity/True-up:** The County will invoice FPL Commodity Fees, including any true-up, in accordance with Section 8 above. FPL agrees to pay for all Potable Water received from the County and make payments to the County within sixty (60) days from the date the bill is rendered by County. A past due notice will be mailed by County to the City after sixty (60) days. If payment has not been received after ninety (90) days from the date of the original bill, service may be disconnected and a one percent (1%) per month interest charge will be assessed on the outstanding balance.

(b) **Capacity Fees:** FPL shall make Capacity Fee payments in accordance with Section 8 and the payment schedule set forth in **Exhibit "C"**. A past due notice will be mailed by County to the City after sixty (60) days. If payment has not been received after ninety (90) days from the date of the original bill, service may be disconnected and a one percent (1%) per month interest charge will be assessed on the outstanding balance.

15. **County to Maintain Master Meter(s).** County agrees to have an annual inspection and report prepared regarding the condition and accuracy of the master water meter(s). A copy of the annual report on meter inspection shall be furnished to FPL. FPL shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless FPL shall first give County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of FPL's interim inspection shall be borne by FPL. If any meter is found not to be in good working order, the County shall reimburse FPL the cost incurred as a result of the interim inspection. Normal maintenance of the meter(s) shall be performed by County as an expense of water distribution.

16. **Time Period Limitation In Case of Master Meter Inaccuracy.** Both parties agree that,

should a master meter be found to be inaccurate beyond American Water Works Association (AWWA) standards, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to FPL for that period, based upon the method established in Section 17 herein.

17. Presumed Consumption and Required Payment In Case of Master Meter Inaccuracy.

Both parties agree, that if at any time a master meter shall be inaccurate with respect to the quantity of consumption by the FPL, FPL will pay to the County a daily amount equal to the average consumption of the ninety (90) day period prior to the date the meter became inaccurate multiplied by the rate in effect.

18. Increase in Consumption. In the event FPL may require significant increases in the average Potable Water consumption at West County, FPL may request to commence negotiations with the County to address capacity changes after 30 days written notice to the County during the term of this Agreement.

19. Termination. Termination of this Agreement without cause by the either party shall require three hundred and sixty five (365) days written notice of the termination date. In the event either party defaults on this Agreement, the non-defaulting party shall provide written notice to the defaulting party. The non-defaulting party shall provide the defaulting party thirty (30) days from receipt of the written notice to cure the default, or begin the cure if it will take longer than 30 days, before the non-defaulting party can terminate the Agreement. Notwithstanding the above, if service is interrupted for any reason, FPL may immediately, without notifying the County, seek all other available options for water supply.

The parties may mutually agree to extend the time for cure and/or termination.

20. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

21. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

22. Successors and Assigns. County and FPL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor FPL shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other, said consent not to be unreasonably withheld.

23. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

24. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

25. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to FPL, shall be mailed or delivered to FPL at:

FPL West County Energy Center
attn: Plant General Manager
20505 State Road 80
Loxahatchee, FL 33470

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

26. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

27. **Entirety of Agreement.** County and FPL agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

28. **No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen, employees, or customers of the County and/or FPL.

29. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be

amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

30. **Non-Discrimination.** FPL warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

FPL has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if FPL does not have a written non-discrimination policy or one that conforms to County's policy, it has acknowledged through a signed statement provided to County that it will conform to County's non-discrimination policy as provided in R-2014-1421, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and FPL have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

(SEAL)

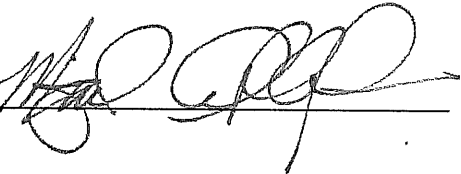
APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

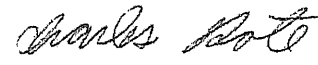
By: _____
County Attorney

By: _____
Director of Water Utilities

FLORIDA POWER & LIGHT COMPANY

By:  _____

Signed in the presence of:



Witness
CHARLES ROTE

Print Name

Date: _____

EXHIBIT "A"

Palm Beach County / FPL West County Energy Center

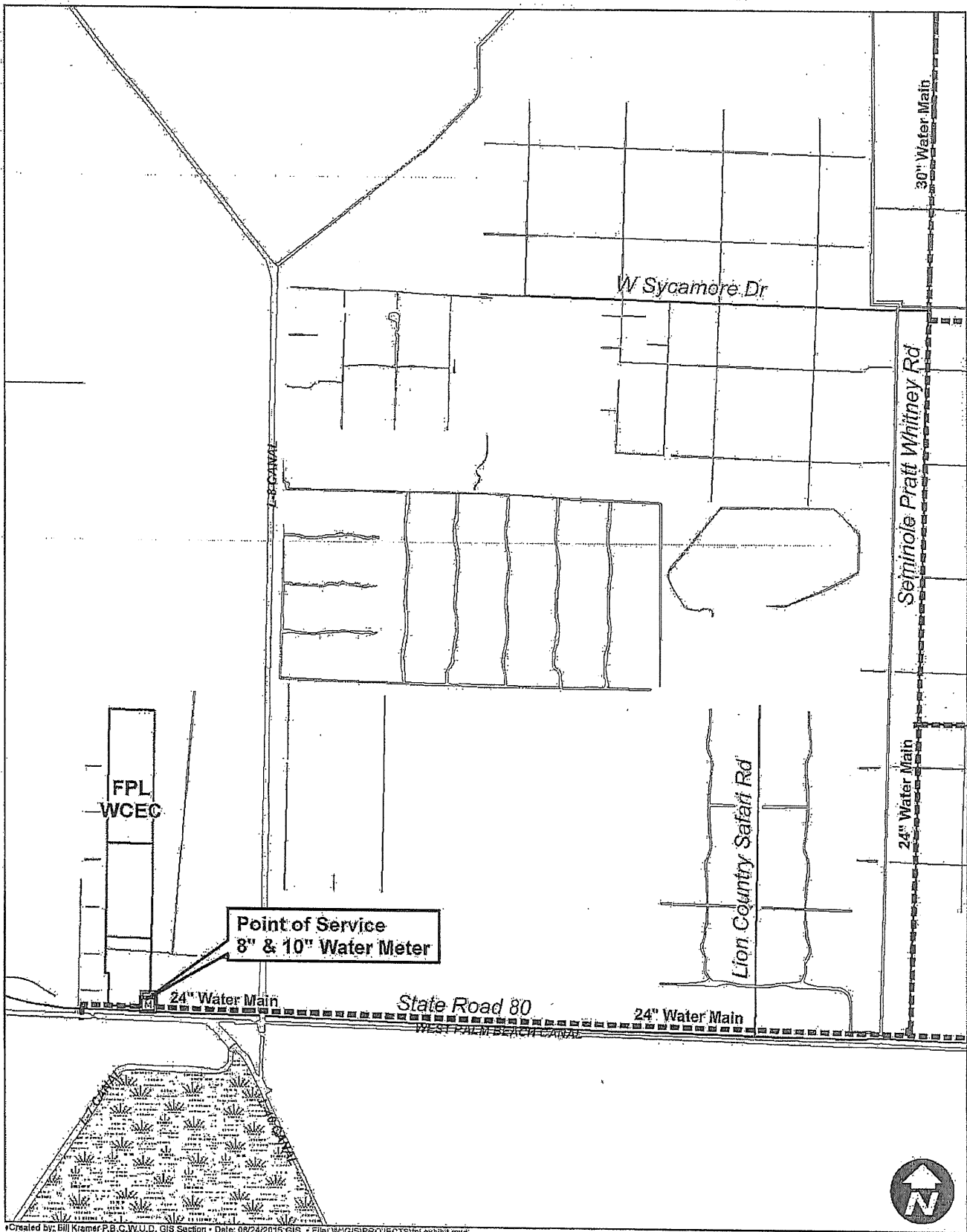
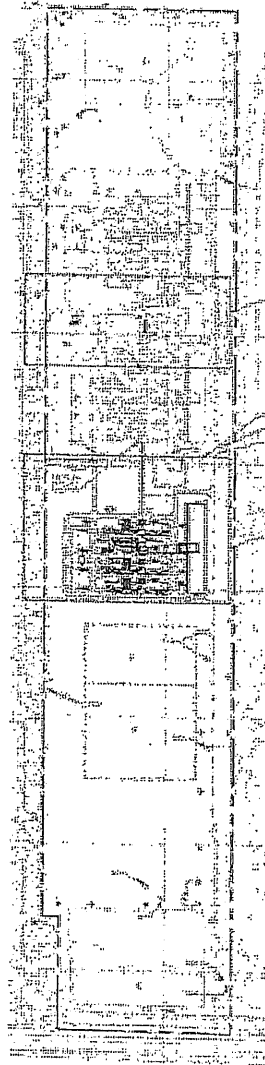


EXHIBIT "B"



SEC 29, 32 TWP 43 RNG 40

PALM BEACH COUNTY / FPL WEST COUNTY ENERGY CENTER SITE PLAN WUD 07-147

JUNE 2007

Exhibit C
Potable Water Supply Agreement
20-Year Amortization of Capacity Fee

Year	Principal	Interest	Annual Payment	Monthly Payment	Remaining Balance
1	\$178,091.93	\$181,400.55	\$359,492.49	\$29,957.71	\$4,941,908
2	\$184,610.09	\$174,882.39	359,492.49	29,957.71	4,757,298
3	\$191,366.82	\$168,125.67	359,492.49	29,957.71	4,565,931
4	\$198,370.84	\$161,121.65	359,492.49	29,957.71	4,367,560
5	\$205,631.21	\$153,861.28	359,492.49	29,957.71	4,161,929
6	\$213,157.31	\$146,335.18	359,492.49	29,957.71	3,948,772
7	\$220,958.86	\$138,533.63	359,492.49	29,957.71	3,727,813
8	\$229,045.95	\$130,446.54	359,492.49	29,957.71	3,498,767
9	\$237,429.03	\$122,063.46	359,492.49	29,957.71	3,261,338
10	\$246,118.92	\$113,373.56	359,492.49	29,957.71	3,015,219
11	\$255,126.87	\$104,365.61	359,492.49	29,957.71	2,760,092
12	\$264,464.51	\$95,027.97	359,492.49	29,957.71	2,495,628
13	\$274,143.91	\$85,348.58	359,492.49	29,957.71	2,221,484
14	\$284,177.57	\$75,314.92	359,492.49	29,957.71	1,937,306
15	\$294,578.46	\$64,914.02	359,492.49	29,957.71	1,642,728
16	\$305,360.03	\$54,132.46	359,492.49	29,957.71	1,337,368
17	\$316,536.20	\$42,956.29	359,492.49	29,957.71	1,020,832
18	\$328,121.42	\$31,371.07	359,492.49	29,957.71	692,710
19	\$340,130.65	\$19,361.83	359,492.49	29,957.71	352,579
20	\$352,579.43	\$6,913.06	359,492.49	29,957.71	0
	\$5,120,000.00	\$2,069,849.70	\$7,189,849.70		

Unit Capacity Fee, \$ Per Gallon AADF	\$5.12
AAADF, Gallons per Day	1,000,000
Total Capacity Fee, \$	\$5,120,000
Average WUD Bond Rate	3.6%
Financing Term, Years	20

(AADF refers to Annual Average Daily Flow.)
Unit fees and amortization period apply to initial AADF only.
Monthly Payment based on interest paid and accrued on a monthly basis.

Exhibit D
Potable Water Supply Agreement
Level Billing

Equal Monthly Increment Commodity Fee Payment		
Purchased Capacity (AADF)	1,000,000	Gallons per Day
Commodity Fee [1]	\$2.53	Per 1,000 Gallons
Daily Total	\$2,530.00	Dollars Per Day
Annual Total (Daily Total X 365 Days)	\$923,450.00	Dollars Per Year
Equal Monthly Increment (Annual Total / 12)	\$76,954.17	Dollars Per Month

(AADF refers to Annual Average Daily Flow.)
[1] Equal Monthly Increment shown is for fiscal year 2016. Thereafter, the Commodity Fee will be subject to annual indexing per UPAP procedures and otherwise adjusted based on 5-year cost of service reviews.

Exhibit E
Potable Water Supply Agreement
Annual True Up

Usage Under 1,000,000 Gallons AADF			
<hr/>			
Annual Payments Based on Level Billing of AADF [1]			\$923,450.00
Sample Annual Metered Water Usage	300,000,000	Gallons per Year	
Sample AADF	821,918	Gallons per Day	
Adjusted Commodity Fee Payment Due			\$759,000.00
Amount Due to FPL			\$164,450.00
Usage Over 1,000,000 Gallons AADF			
<hr/>			
Annual Paid Based on Level Billing of AADF [1]			\$923,450.00
Sample Actual Total Annual Usage	500,000,000		
Sample Actual Annual Daily Average	1,369,863	Gallons per Day	
Adjusted Commodity Fee Payment Due			\$1,265,000.00
Amount Due to County			\$341,550.00
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(AADF refers to Annual Average Daily Flow.)
Annual true-up calculation is for Commodity Fee payments as described in Section 8.
Adjustment of Capacity Fee payments due per Section 9 are not shown.

[1] Based on Level Billing of 1,000,000 gallons per day, or 365,000,000 gallons per year
2016 Commodity Fee: \$ 2.53 Per 1,000 Gallons