Agenda Item #: 3-C-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	October 4, 2022	[X]	Consent Workshop		Regular Public Hearing
Department:	Engineering & Public Works	1.1	workshop	1.1	r ubite Hearing
Submitted By:	Engineering & Public Works				
Submitted For:	Traffic Division				
	I. EXECU	TIVE BRI	<u>IEF</u>		
	e: Staff recommends motion to r lorida Power & Light Company (FPI		d file: the fol	lowing	standard street lighting
A) installation of 1 December 31, 202	45 premium lighting facilities along l	Hypoluxo l	Road, from Mil	litary Tr	ail to Interstate 95, dated
	lighting facilities, along Hypoluxo R	load, from	Military Trail	to Inters	tate 95, dated December
D) installation of 7	premium lighting facilities in the vid lighting facilities and the removal o				
E) installation of 4 F) installation of 4	pulevard, dated September 13, 2021; premium lighting facilities in the vicility of 0 lighting facilities, in the vicinity of 0 52 premium lighting facilities along 0	Cabernet D	Drive and US-4	41, date	d June 07,2021;
dated June 22, 202 H) removal of 62					•
	3 premium lighting facilities at the so	uthwest co	orner of Lake W	orth Ro	oad and Polo Road, dated
	2 lighting facilities and the removal olo Road, dated October 23, 2020;	l of 15 ligh	nting facilities	at the se	outhwest corner of Lake
K) removal of 1 pr	remium lighting facility on Hypoluxo				
M) installation of N) removal of 90	68 lighting facilities along Powerling 11 LED lighting fixtures at Seminole lighting facilities along Jog Road fr	e Manor su	bdivision, date	d Janua	
P) removal of 66 l	ighting facilities at various locations ighting facilities at various locations lighting facilities at various locations	countywic	le on State road	ds, dated	d January 10, 2022; and
installation is repla PPM CW-O-051, as a receive and f days was unintent	L requires separate agreements for reacing the removed lights or converting all delegated contracts, agreements, alle agenda item. The receiving and foonal, and the Engineering Department executed by the County Engineer, per	ng existing and grants filing of the ent expects	lights to LED. must be submi- ese agreements to be timely w	In acco tted by to beyone with rega	ordance with Countywide the initiating Department of the PPM's required 90 and to future items. These
Background & J	ustification:				(Continued on Page 3)
 Street Lighting A Premium Lighting Street Lighting A Premium Lighting Street Lighting A Premium Lighting Street Lighting A 	g Agreement (Hypoluxo Road) greement (Hypoluxo Road) g Agreement (W. Boynton Beach Boule greement (West Boynton Beach Boulev g Agreement (Cabernet Drive) greement (Cabernet Drive) g Agreement (Congress Avenue) greement (Congress Avenue) g Agreement (Lake Worth Road)	11. Prevard) 12. St vard) 13. Ll 14. St 15. St 16. St	remium Lighting treet Lighting Ag ED Lighting Ag treet Lighting Ag treet Lighting Ag treet Lighting Ag treet Lighting Ag	Agreem greement greement greement greement greement	(Seminole Manor) t (Jog Road) t (D42 Arterial roads)
Dogommondod D	v: Ma	-17	1:1		12 2 /22-
Recommended B	County Enginee	r	Date	1/	62/22

Assistant County Administrator

Approved By:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Does this item include the use of federal funds?

Budget Account No:

Fund Dept Unit Object

****This item has no fiscal impact. Receive and File Street Lighting Agreements with the Florida Power & Light Company(FPL). These agreements has been approved by the BCC on 8/25/2020, per Resolution R2020-0990.

C. Departmental Fiscal Review

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Con	trol Comments:
June Muth 9/13/22 OFMB 9/4-4/102	Contract Dev. and Control 9/14/22
B. Approved as to Form	

and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification (Continued from Page 1):

Resolution R2020-0990 delegates authority to the County Administrator or designee to enter into street light agreements on behalf of the Board of County Commissioners. The County Administrator designated authority to the County Engineer on September 24, 2020.

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FPL Account Number: 20170-83068 FPL Work Order Number: 11036316

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Floride, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this Simulary County Commissioners (hereinafter called the Customer), requests on this Simulary County Co

(a) Installation and/or removal of FPL-owned facilities described as follows:

Photure Reding (in Lumens)	Lights Installed Fodure Type	d installed	Fedure Rating	Lights Removed Feature Type	# Remove
15,453	AEL ATBM 116W	145			
and the second section of the section of the second section of the section of the second section of the section of th					
	<u> </u>			l	***************************************

1.0100	NIETHOO	Ponts Contoned		
Pole Type	# Installed	Pole Type	# Removed	
	11			

(b) Modification to existing facilities other than described above (explain fully):HPS streetlight removal on Work Request 11035229

Total work order cost is \$52,544

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

 To install or modify the premium lighting facilities described and identified above (hereinetter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file
 at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
 this Agreement.
- 4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any cleaning, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

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- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is

 - a. the addition of premium lighting facilities:
 b. the removal of premium lighting facilities; and
 c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any luminalre/lamp installed hereunder another luminalre/lamp which shall be of at least equal illuminating capacity and efficiency.
- FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no lacement to able, FPL will provide and the Customer agrees to a similar
- 10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- 11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$62,847.68. in advance of construction.
- 12. The monthly Maintenance Charge is \$160.95. This charge may be adjusted subject to review and approval by the Florida Public Service
- 13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 15. Should the Customer fall to pay any bills due and rendered pursuant to this Agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the same and conditions of this Agreement. terms and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, nots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment. 17. The obligation to furnish or purcha
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Attachneut -

Charges and Terms Accepted:

Paim Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners

Customer (Print or type name of Organization)

. .

By: Signature (Authorized Representative)

DAULD RICKS
(Print or type name)

Title: COUNTY ENGINEER
Signed 12 31 2021
Approved as to Terms and Conditions

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman Yelizaveta B. Herman Assistant County Attorney

Melissa Roettger

(Signature)

Melissa Roetiner (Print or type name)

Title:Sr. Customer Advisor



FPL Account Number: 84433-16255 FPL Work Order Number: 11036229

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Paim Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (nereinsfier called the Customer), requests on this 31 day of December 3231, from FLORIDA POWER 8. LIGHT COMPANY (nereinsfier called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Hypolauco Rd. From Military Trit to 145, located in Boynton Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Flature Rating	<u>Lights installed</u> Fodure Type	# Installed	Fidure Rating	<u>Lights Removed</u> Fodure Type	# Removed
			16,000	HPS Cobraheed	82
			22,000	HPS Cobrahead	63
<u>Poles Installed</u> ole Type # inst	Stalled Poles Removed # Installed Pole Type # Removed		Conductors install		octors Removed
			Feet Under Paving	•	not Under Paving Under Paving

(b) Modification to existing facilities other than described above (explain fully): LED streetlight install on Work Request 11025315

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the
Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this
Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service
Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$24,978.80 prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suffishe construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

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- ons to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as additional street lighting agre the following:

 - a. the addition of street lighting facilities;
 b. the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective strest lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or essements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminalre/lamp installed hereunder another luminalre/lamp which shell be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of Initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the Initial ten (10) year term or from the expiration of any extension thereof. The date of Initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the Initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its dealer to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (90) days before the expiration of the Initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation retes as approved by the FPSC) plus removal cost.
- 12. Should the Customer fall to pay any bills due and rendered pursuent to this agreement or otherwise fall to perform the obligations contained in this Agreement, end obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, tires, note, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sale opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall refleve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented, in the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplem

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

By:

Charges and Terms Accepted:

Paim Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

Melissa Roettger (Slanature)

Signature (Authorized Representative)

DAVID

BICKS (Print or type name)

Melissa Roettger (Print or type a

COUNTY Title: Approved as to Terms and Conditions (Print of Print of Pr Approved as to Form and

Legal Sufficiency

/s/Yelizaveta B. Herman

Yelizaveta B. Herman

Assistant County Attorney No. 2 of 2

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

By:



f. p.

FPL Account Number: 20170-63063 FPL Work Order Number: 2815374

PREMIUM LIGHTING AGREEMENT

ed in <u>Boynton Beach/PBCO</u>, Florida. (city/county)

Installation and/or removal of FPL-owned facilities described as follows:

Flature Rating	Lights Installed Folure Type	# Installed	Flower Rating (in Lumens)	Lights Removed Fedure Type	# Removed
16,593	AEL ATB2 133W	7			
Poles Installe	d Pole	s Removed	L		N
Pole Type # Inst	alled Pole Type	# Removed			

Modification to existing facilities other than described above (explain fully): N/A

Total work order cost is \$4.087.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on the at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
- 4. To provide eccess, final grading and, when requested, good and sufficient essements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Pramium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement defineating the modifications to be accomplished. Modification of FPL premium lighting facilities is
 - a. the addition of premium lighting facilities;
 b. the removal of premium lighting facilities; and

 - the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or essements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL premium lighting facilities.
- FPL may, at any lime, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shell be of at least equal illuminating capacity and efficiency.
- FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no onger available, FPL will provide and the Customer agrees to a similar kind and quantity.
- 10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- 11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$4.888 (to be paid by others) in advance of construction.
- 12. The monthly Maintenance Charge is \$12.53. This charge may be adjusted subject to review and approval by the Florida Public Service
- 13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations. ssumed by the assignee and agreed to by FPL
- 15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its tights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) already days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall Inure to the benefit of, and be binding upon the successors and essions of the Customer and FPL.
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Fiorida

by and through its Board of County Commissioners

Customer (Print or type name of Organization)

Ву:

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Signature (Authorized Representative)

(Print or type name)

Approved as to Terms and Conditions

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Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Welissa Roettger (Signature)

Melissa Rostiger (Print or type name)

Title:Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

lel Veligareta B. Horman

Yelizaveta B. Herman Assistant County Attorney



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FPL Account Number: <u>84433-16255</u> FPL Work Order Number: <u>9515372</u>

STREET LIGHTING AGREEMENT

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture R	ating F1	ta Installed dure Type	# installed	Fedure Rating	Lights Removed Fixture Type	# Ramoved
				22000	200W HPSV	7
The state of the s		Pale Type WOOD	Removed # Removed	Conductors Insteller Feet not Under Pavi		rctora Removed not Under Paving
				Feet Under Paving	Feet	Under Paving

(b) Modification to existing facilities other than described above (explain fully):NIA

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the
Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this
Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service
Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$20,694 (to be paid by others) prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removel of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

+ 5

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined
 - the addition of street lighting facilities:

 - the removal of street lighting facilities; and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminate/temp installed hereunder another luminater/temp which shall be of at least equal illuminating capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (6) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its dealer to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (80) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any calvage value and any depreciation (based on current depreciation rates as approved by the
- Should the Customer fail to pay any bills due and rendered pursuent to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cause to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by stilles, lockouts, fires, nots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- in the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Punchaser. No assignment shall relieve the Customer from its obligations hareunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall trure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hareafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duty authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Paim Beach County, a political subdivision of the State of Florida

by and through its Board of County Commissioners

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

Waliasa Routh

By:

Signature (Authorized Representative)

DSULP

(Print or type name) 5N

THE COUNTY Approved as to Terms and Conditions Signed 09[15]2000

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Melissa Roctiger (Signature

Melissa Rostoer (Print or type name)

Title:Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

Page 3 of 2

Velianeta B. Harran



* . .

FPL Account Number: 31010-05225 FPL Work Order Number: 8770853

PREMIUM LIGHTING AGREEMENT

DR and US-441.
located in Delray Beach / PBCO, Florida.
(city/county)

Installation and/or removal of FPL-owned facilities described as follows: (a)

Fixture Rating (in Lumens)	Lights Installed Focture Type	# Installed	Fixture Rating	Lights Removed Fixture Type	#Removed
32,329	AEL ATB2 268W	4			
	1				
	1				
	1				

Poles	Installed	Poles Removed		
Pole Type	# Installed	Pale Type	#Removed	

Modification to existing facilities other than described above (explain fully):N/A (b)

Total work order cost is \$4,996.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

5.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is
 - the addition of premium lighting facilities:

 - b. c. the removal of premium lighting facilities; and the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

ons will be subject to the costs Identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways
 or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
- 8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
- 10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- 11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$5,976,00 (to be paid by others) in advance of construction.
- 12. The monthly Maintenance Charge is \$15.32. This charge may be adjusted subject to review and approval by the Florida Public Service
- 13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 15. Should the Customer fall to pay any bills due and rendered pursuant to this Agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a walver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by glving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service If it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

HOTELLA! NEUTS

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

<u>BD OF PB CO COMM</u>

Customer (Print or type name of Organization)

. . .

Signature (Authorized Representative)

DAVID L RIZKS
(Print or type name)

Title: COUNTY ENGINEER

Since Ole | OT | Deal

Approved as to Terms and Conditions motere attra

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

FLORIDA POWER & LIGHT COMPANY

Melissa Roettger (Signature)

Melissa Roettoer (Print or type name)

Title:Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

Yelizaveta B. Herman Assistant County Attorney



1

FPL Account Number: 53025-92166 FPL Work Order Number: 9664668

STREET LIGHTING AGREEMENT

Installation and/or removal of FPL-owned facilities described as follows:

Fixture Ra	ting F	nts Installed Exture Type	# Installed	Fixture Rating (in Lumens)	Lights Removed Fixture Type	#Removed
Pole Type	Installed # Installed	Poles Type	Removed #Removed	Conductors installed Feet not Under Pavir		uctors Removed
Wood	4			Feet Under Paving	•	Under Paving

Modification to existing facilities other than described above (explain fully):N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

4

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement defineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities:

 - the removal of street lighting facilities; and the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminalre/lamp installed hereunder another luminalre/lamp which shall be of at least equal illuminating capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof ess than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, rlots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

INGER

This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

BD OF PB CO COMM

Customer (Print or type name of Organization) The

Signature (Authorized Representative)

IS (Print or type name)

Title: COUNTY ENG

Approved as to Terms and Conditions

moran Motasem A. Al-Turk, Ph.D., P.E.

Traffic Division Director

FLORIDA POWER & LIGHT COMPANY

Malissa Rocttger (Signature)

> Melissa Roettoer (Print or type name)

Title:Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

Yelizaveta B. Herman Page 2 of 2 Assistant County Attorney



FPL Account Number: 20170-63083 FPL Work Order Number; 8917757

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, BD OF PB CO COMM (hereinafter called the Customer), requests on this do day of the Customer), requests on this do day of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) Congress Ave, Lantana Rd to Hypoluxo Rd., located in West Palm Beach / FBCO, Florida.

(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Re (in Lumer	ting	hts installed Fluture Type	# Installed	Fixture Reting	Lights Removed Fluture Type	# Removed
27,874		LATBL 280W	62			
	1			-		
				A membran minutes of state of the control of the co		Maria Continue de la
Poles	Installed # Installed		# Removed			
Pale Type	S. HUSTHERSON	Pole Type	a regrigoved			
	1					
	1					

(b) Modification to existing facilities other than described above (explain fully):HPS streetil the removal on WR 8917691

Total work order cost is \$34.162

That, for and in consideration of the covenants set forth harein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's oursetly effective Premium Lighting rate schedule on file
 at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
 this Agreement.
- 4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement defineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

 - the addition of premium lighting facilities; the removal of premium lighting facilities; and the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs Identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any luminate/lamp installed hereunder another luminate/lamp which shall be of at least equal illuminating capacity and efficiency.
- 9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replace match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facing may no longer mate such facilities available or other circumstances beyond the Company's control. In the event the original facilities a longer available, FPL will provide and the Customer agrees to a similar kind and quantity. es of facilities
- This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of the Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- 11. The Customer will pay for these facilities as described in this Agreement by paying a jump sum of \$40.861.17 in advance of construction.
- 12. The monthly Maintenance Charge is \$94.88. This charge may be adjusted subject to review and approval by the Florida Public Service
- 13. The monthly Billing Charge is \$N/A. This charge may be edjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignment agreed to by FPL.
- 15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may case to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a walver of its rights, it is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the and panditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (80) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a jump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the lible for the cost to the utility of removing th
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, note, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remailes to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall incre to the benefit of, and be binding upon the successors and assigns of the Custemer and FPL.
- 20. This Agreement is subject to FPL's Electric Terriff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

<u>BD OF PB CO COMM</u>

Customer (Print or type name of Organization)

L RICKS (Print or type name)

Approved as to Terms and Conditions

Motasem A. Al-Turk, Ph.D., P.E. Director, Traffic Division

FLORIDA POWER & LIGHT COMPANY

Melissa Roettger

Melissa Rostiger (Print or type name)

Title:Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

lol yelizarta B. Horman

Yelizaveta B. Herman Assistant County Attorney



FPL Account Number: 8443316255 FPL Work Order Number: 8917691

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>BD OF PB CO COMM</u> (hereinafter called the Customer), requests on this <u>22</u> day of <u>1000 2021</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting (solities at (general boundaries) <u>Congress Ave, Lantana Rd to Hypothico rd</u>, located in <u>West Palm Beach / PBCO</u>, Florida,

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating	Lights Installed Flaure Type	#Installed	Fixing (in Lumens)	<u> Lights Removed</u> Fixture Type	#Removed
			22,000	HPS Cobrehead	62
	man year 1 years 1 years			\	
Poles Installed		es Removed	Conductors Installe	ed Cond	uctors Removed
			Feet not Under Paving		t not Under Paving t Under Paving

(b) Modification to existing facilities other than described above (explain fully):LED streetlight Install on WRSB17757

That, for end in consideration of the covenants set forth harein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the
Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this
Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service
Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$12,502.15 prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient essements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plate necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

a. the addition of street lighting facilities:
b. the removal of street lighting facilities; and
c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective streat lighting rate schedule on the at the FPSC, or any successive schedule approved by the FPSC.

- .8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or exsements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, exestitute for any luminatra/amp installed hereunder another luminative/amp which shall be of at least equal illuminating capacity and still claricy.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (80) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cause to supply electric energy or service until the Customer has paid the bills due and rendered or has fully oured such other breach of this Agreement. Any fallure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that efficer party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sale opinion of FPL, is reasonably necessary for the purpose of repaking or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- in the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be essigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hareunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- 17. This Agreement is subject to FPL's Electric Tartif, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tartiff or the FPSC Rules, the provisions of the Electric Tartiff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, emended or supplemented.

IN WITNESS WHEREOF, the peries hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to iffective as of the day and year first written above.

Charges and Terms Accept

BD OF PB CO COMM

Customer (Print or type name of Organization)

Signature (Authorized Representative)

DAVID (Print or type name)

NEEK Approved as to Terms and Conditions

Motasem A. Al-Turk, Ph.D., P.E. Director, Traffic Division

FLORIDA POWER & LIGHT COMPANY

Melissa Roettger (Signature)

Melissa Rostiger (Print or type name)

Title:SR. Customer Advisor

Approved as to Form and Legal Sufficiency

lol Helizanta B. Horman Yelizaveta B. Herman Assistant County Attorney



FPL Account Number: 31010-05225 FPL Work Order Number: 9764157

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>BD OF PB CO COMM TRAFFIC DIVISION</u> (hereinafter called the Customer), requests on this <u>24</u> day of <u>August</u>, <u>2020</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) <u>SW Corner of Lake Worth Rd and Polo Rd</u>. located in Lake Worth, Florida.

located in Lake Worth, Florida. (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating (in Lumens)	<u>Lights Installed</u> Fixture Type	# Installed	Fixture Rating (in Lumens)	<u>Lights Removed</u> Fixture Type	# Removed
16,593	ATB2/Led 133Watt	13			
					- Westergere

(b) Modification to existing facilities other than described above (explain fully): N/A

Total work order cost is \$16,849.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To Install or modify the premium lighting facilities described and Identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file
 at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
 this Agreement.
- 4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities:
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
- 10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$20.153.00 (to be paid by others) in advance
 of construction.
- The monthly Maintenance Charge is \$46.80. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 15. Should the Customer fall to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

<u>BD OF PB CO COMM TRAFFIC DIVISION</u>

Customer (Print or type name of Organization)

· - 1 = 1

FLORIDA POWER & LIGHT COMPANY

Melissa Rocttger

Approved as to Form and Legal Sufficiency

THE COUNTY ENGINEER
Signed 10 | 23 | 2000

Melissa Roettoer (Print or type name) Title:Sr Customer Advisor

Approved as to Terms and Conditions

motor Atth Motasem A. Al-Turk, Ph.D., P.E. Traffic Divsion Director

Yelizaveta B. Herman Assistant County Attorney



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FPL Account Number: 53025-92166 FPL Work Order Number: 9764160

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>BD QF PB CO COMM TRAFFIC DIVISION</u> (hereinafter called the Customer), requests on this <u>24</u> day of <u>August</u>, <u>2020</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) <u>SW Corner of Lake Worth Rd and Polo Rd</u>,

located in Lake Worth, Florida. (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Ra	ting Fi	s Installed dure Type	# Installed	Fixture Rating (in Lumens)	Lights Removed Fixture Type	#Removed
				22000	200W HPSV	8
Pole Type	Installed # Installed	Pole Type	Removed # Removed	Conductors Installed		actors Removed
WOOD	12	WOOD	7	Feet Under Paving	•	not Under Paving Under Paving

(b) Modification to existing facilities other than described above (explain fully):N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and Identified above (hereinafter called the Street Lighting System), furnish to the
Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this
Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service
Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$8.312 (to be paid by others) prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

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- 7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - the addition of street lighting facilities:

 - the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminalre/lamp installed hereunder another luminalre/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- 12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a walver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- in the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and between the terms of this Agreement and the provisions of the FFL Electric Familion and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

BD OF PB CO COMM TRAFFIC DIVISION	FLORIDA
Customer (Print or type name of Organization)	
By: Signature (Authorized Representative)	Ву;
DRULD RICKS (Print or type name)	
THE COUNTY ENGINEER	Title:Sr C
Approved as to Terms and Conditions	Ар
motor afften	Page 2 of 2
Motasem A. Al-Turk, Ph.D., P.E.	Ye
Traffic Division Director	As

Charges and Terms Accepted:

FLORIDA POWER & LIGHT COMPANY

Melissa Ro ettger (Signature)

> Melissa Roett er (Print or type name)

ustomer Advisor

proved as to Form and Legal Sufficiency

(al Geligareta B. Herman lizaveta B. Herman

Assistant County Attorney



FPL Account Number: 20170-63063 FPL Work Order Number: 11032971

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County, a political autofiviation of the State of Florida, by and florough its Board of County Commissioners</u> (hereinefler called the Customer), requests on this <u>2.4</u> day of <u>March</u>, from FLORIDA POWER & LIGHT COMPANY (hereinefler called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) <u>Hypothora Rd</u>, located in <u>Lake Worth</u>/Palm Beach, Florida.

(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating	Lights Installed Fodure Type	# Installed	Flature Rating (in Lumens)	Lights Removed Fluture Type	# Removed
			15,483	ATBM	1
	-				
Poles Installe	d Poi	es Removed			
ote Type # Ins	talled Pale Type	# Removed			

(b) Modification to existing facilities other than described above (exotain fully):_____

Total work order cost is \$77.84

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), turnleh to the Customer the electric energy necessary for the operation of the Premium Lighting System, and turnleh such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

- 2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file
 at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with
 this Agreement.
- 4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and dreinage of rights-of-way or essentiants required by FPL to accommodate the premium lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

 - a. the addition of premium lighting facilities;
 b. the removal of premium lighting facilities; and
 c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL premium lighting facilities.
- FPL may, at any time, substitute for any luminalre/lamp installed hereunder enother luminalre/lamp which shall be of at least equal illuminating capacity and efficiency.
- FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make responsible effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
- This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
- 11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of SN/A in advance of construction.
- 12. The monthly Maintenance Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service
- 13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- Should the Customer fall to pay any bills due and rendered pursuant to this Agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bits due and rendered or has fully cured such other breach of this Agreement. Any faiture of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it refleve the Customer of the obligation to perform any of the terms and conditions of this Agreement. and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (80) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Paim Beach County, a political subdivision of the State of Florida.

by and through its Board of County Commissioners

Customer (Print or type name of Organization)

Signature (Authorized Representative)

(Print or type name)

Title: COUNTY ENSINEERS
Signed 03 | 24 | 2022
Approved as to Terms and Conditions

motoren after Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman Yelizaveta B. Herman Assistant County Attorney

Melissa Roettger

(Signature)

Meliese Rootiner (Print or type name)

Title:Senior Customer Advisor



FPL Account Number: 84433-16265 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

is accordance with the following terms and conditions, <u>BD OF PB CO COMM</u> (hereinafter called the Customer), requests on this day of the day of the following installation or modification of street lighting facilities at (general boundaries) <u>Powerline Rd</u>, located in <u>Boca Raton</u>, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed Fodure Type	# Installed	Fixture Rating (In Lumens)	Lights Removed Fixture Type	#Removed
HPSV.	- 84			
:				
		:		
	•			
•				
·Dal	as Demond	Conductors Installed	Condu	nton Domand
		CONTROCTORS HISTAIIRO	ZARIUU	ctors Removed
		Feet not Under Paving	Feet	not Under Paving
		Feet Under Paving	Feet	Under Paving
	Floture Type HPSV.	Poles Removed	Focure Type # Installed Focure Rating (In Lumens) HPSV. 84 Poles Removed Conductors Installed	Fixture Type # Installed Fixture Rating (in Lumens) HPSV. 84 Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Rating (in Lumens) Installed Fixer Ratin

(b) Modification to existing facilities other than described above (explain fully): <u>LIGHTS AND POLES TO BE TRANSFERRED - From Account 53025-32168 to Account 54433-16265 effective 10/20/2020</u>

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

 To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of PPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$N/A prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities essociated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lightling facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

 - a. the addition of street lighting facilities:
 b. the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

cations will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any serve schedule approved by the FPSC.

- 8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of eny extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than nirrety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fell to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of rms and conditions of this Agreement.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented, in the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Customer (Print or type name of Organization) Tare Signature (Authorized Representative) (Print or type name) RICKS THE COUNTY ENGINEER Approved as to Terms and Conditions after

Charges and Terms Accepted:
BD OF PB CO COMM

Title: Sr Customer Advisor

FLORIDA POWER & LIGHT COMPANY

Approved as to Form and Legal Sufficiency

Melissa Roctiger (Signature)

> Melissa Roettger (Print or type name)

/s/Yelizaveta B. Herman

Yelizaveta B. Herman Page 2 of 2 Assistant County Attorney

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director



-		Al-mila-	
LLFW	CCOUIE	PRINCE.	68724-23394

FPL Work Request Number:

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Polm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinsfier called the Customer), requests on this /// day of August from FLORIDA POWER & LIGHT COMPANY (hereinsfier called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) ST LTS & D41 ISOL & POL. located in Boardon Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

		Poles		
Pole Type	Existing Pole Count (A)	# Installed (B)	#Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fibergiass				
Decorative Concrete				
Decorative Fiberglass				

Underground Conductor									
Турэ	Existing Footage (A)	Feet installed (B)	FootRomoved (C)	New Footage (A+B-C)					
UnderPavement		N/A ⁽¹⁾							
Not Under Pavement									

⁽¹⁾ All new conductor installed is inconduit and billed as Not Under Pavement

Type Temperature Count installed Removed	Fixtures (2)									
		Manufacturer	Watts	Lumens	Temperature	Style	Fixture Count	Installed	Removed	Fixture Count (A+B-C
LED Roadway 93 12,000 4000K 12,000 LUMEN Roadway N/A 11 N/A	HPSV		100			Cobrahead	11	N/A	11	N/A
	Charles Commission	Roadway		12,000	4000K	12,000 LUMEN Roadway	N/A	11	N/A	11
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		en alter en la salema part esta ann			man - mand manufact (s.d.) is beganning to					

⁽²⁾ Catalog of available fixtures and the assigned billing for for each can be viewed at www.fpl.com/partner/buildereflighting.html

(b) Modification to existing facilities other than described above (explain fully):

That, for and in consideration of the covenants set forth herein, the parties here to covenant and agree as follows:

FPL AGREES:

To install or modify the lighting facilities described and identified above (here traiter called the Lighting System), furnish to the Customer
the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,
all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)
or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- 2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on the at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient essements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

- 7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement defineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities:
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
- 9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminate installed hereunder another luminate which shall be of at least equal illuminating capacity
 and efficiency.
- 11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fodure, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
- 13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of

FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

- 14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 15. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertailings by FPL to third parties.
- 16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such a bilgations have been assumed by the assignee and agreed to by FPL.
- 17. This Agreement shall hure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 18. The lighting facilities shall remain the property of FPL in perpetuity.
- 19. This Agreement is subject to FPL's Electric Tartiff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

FLORIDA POWER & LIGHT COMPANY

Melissa Roettger

(Signature)

Mellasa Roettoer

(Print or type name)

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissione

Customer (Print or type name of Organization)

- David 2 Tuch Signature (Authorized Representative)

DAVID L RICKS

(Print ortype name)

COUNTY ENGINEER Approved as to Terms and Conditions

Title: Br. Customer Advisor

motoren after Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman

Yelizaveta B. Herman **Assistant County Attorney**



FPL Account Number: 09777-93223 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>BD OF PB CO COMM</u> (hereinafter called the Customer), requests on this <u>4</u> day of <u>May 2021</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) <u>Jog Rd, from N/O Summit Blvd to L-14 canal</u>, located in <u>Greenacres</u>, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating		s Installed ture Type	#Installed	Fixture Rating	Ughts Removed Fixture Type	#Removed
				22,000L (200VV)	HPSV	90
Poles Installed Poles Removed Pole Type #Installed Pole Type #Rem		Removed # Removed	Conductors Installed	Cond	uctors Removed	
				Feet not Under Paving		t not Under Paving t Under Paving

(b) Modification to existing facilities other than described above (explain fully): LIGHTS TO BE TRANSFERRED TO CITY OF GREENACRES

ACCOUNT

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

 To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$N/A prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities:

 - the removal of street lighting facilities; and the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lightling rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

BD OF PB CO COMM FLORIDA POWER & LIGHT COMPANY Customer (Print or type name of Organization) Melissa Roettger Signature (Authorized Representative) (Signature) DAVID L K (Print or type name) RICKS Mellssa Roettger (Print or type name) COUNTY ENGINEER Title:Sr Customer Advisor Approved as to Terms and Conditions Approved as to Form and Legal Sufficiency Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director 10/ Yelizaveta B. Herman Yelizaveta B. Herman Assistant County Attorney



FPL Account Number: 09777-93223
FPL Work Order Number: N/A

Lights Removed

STREET LIGHTING AGREEMENT

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>

Fixture Ra (in Lumer		xture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
				16000	HPS0150	6
				22000	HPS0200	76
				50000	HP\$0400	- 6
Poles	Installed	Poles	Removed	Conductors installe	d C	Conductors Removed
Pole Type	# Installed	Pole Type	# Removed			
		PMW0001	3	Feet not Under Pav	ing	Feet not Under Paving
		PMC0001	3	Feet Under Paving		Feet Under Paving
	11	11		, ool oliner i dring		. oot ornaoi i dend

(b) Modification to existing facilities other than described above (explain fully): THIS CONTRACT SUPERCEDES ALL PREVIOUS CONTRACTS WITH FPL AND IS INCLUSIVE OF ALL LIGHTING IDENTIFIED DURING THE FPL FIELD SURVEY CONDUCTED WITH THE INSTALLATION OF SMART STREET LIGHTS. THE ACCOUNT WILL NOW CONSIST OF (13-HPS0100, 117-HPS0160, 1273-HPS0200, 20-HPS0400, 30-PMC0001, 737-PMW0001) FULL MAINTENANCE FACILITIES.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer
the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all
in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or
any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$n/e prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as

 - a. the addition of street lighting facilities:
 b. the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street itohtims rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminate/lamp installed hereunder enother luminate/lamp which shall be of at least equal tiluminating capacity and efficiency.
- This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (80) days before the expiration of the initial ten (10) year term, or any extension thereof.
- in the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSG) plus removal cost.
- Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cause to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and
- The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shul-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- in the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be exaigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the essignee and agreed to by FPL.
- 16. This Agreement shall laure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- This Agreement is subject to FPL's Electric Terrif, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Terriff or the FPSC Rules, the provisions of the Electric Terriff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the perties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

By:

Charges and Terms Accepted:
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA BY AND THROUGH IT'S BOARD OF COUNTY
COMMISSIONERS
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:

Signature (Authorized Representative)

(Signature) Melissa Roettger (Print or type name)

Welissa Roctiger

DAVID (Print or type name) Title:SR Customer Advisor

Title: COUNTY

Approved as to Terms and Conditions Approved as to Form and Legal Sufficiency

/s/Yellzaveta B. Herman

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

Yelizaveta B. Herman **Assistant County Attorney**



FPL Account Number: 53025-92168 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

(a) Installation and/or removal of FPL-owned facilities described as follows:

(in Lumens)	Fixture Type	# installed	Fixture Reting (In Lumens)	Floture Type	# Remove
			9500	HPS0100	2
			16000	HPS0150	3
			22000	HPS0200	35
			50000	HPS0400	13
Poles Installe		oles Removed	Conductors Installe		uctors Remove

- Olco	mouncy	I Oloc	TROTTO	CONGUCCIO INSIGNICO	Conductors removed
Pole Type	# Installed	Pole Type	# Removed		
		PMW0001	12	Feet not Under Paving	Feet not Under Paving
		PMC0001	1	Feet Under Paving	Feet Under Paving
				Tool Olidor Faring	real officer raving

(b) Modification to existing facilities other than described above (explain fully): THIS CONTRACT SUPERCEDES ALL PREVIOUS CONTRACTS WITH FPL AND IS INCLUSIVE OF ALL LIGHTING IDENTIFIED DURING THE FPL FIELD SURVEY CONDUCTED WITH THE INSTALLATION OF SMART STREET LIGHTS. THE ACCOUNT WILL NOW CONSIST OF (1-HPS0070, 1-HPS0100, 114-HPS0150, 1283-HPS0200, 616-HPS0400, 134-PMC0001, 901-PMW0001) FULL MAINTENANCE FACILITIES.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer
the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all
in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or
any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of $\frac{n}{e}$ prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

 - a. the addition of etreet lighting facilities;
 b. the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

tions will be eubject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive echedule approved by the FPSC.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advence of any relocation.
- FPL may, at any time, substitute for any luminate/lamp installed hereunder another luminate/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, sweet as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (80) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (besed on current depreciation rates as approved by the provided by FPL under the FPSC) plus removal cost.
- 12. Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fall to perform the obligations contained in this Agreement, seld obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, lires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertainings by FPL to third parties.
- In the event of the sale of the real property upon which the facilities are tratailed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and easigns of the Customer and FPL.
- This Agreement is subject to FPL's Electric Tertif, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tertif or the FPSC Rules, the provisions of the Electric Tertif and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

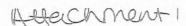
IN WITNESS WHEREOF, the perses hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

BTATE OF FLORIDA BY AND THROUGH ITS BOARD OF COUN COMMISSIONERS Customer (Print or type name of Organization)	Br. Melissa Roc
Br: Savel Lief	(Signature)
Signature (Authorized Representative)	Melissa Roetiger
DAVIDL RICKS	(Print or type name
(Print or type name) Title: COUNTY FINE (NEER OF) as to Terma and Conditions Approved as to Form and	Title: SR Customer Advisor
THE COUNTY ENGINEER OIL	0[3032

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

ADD

Yelizaveta B. Herman Assistant County Attorney



Feet Under Paving



FPL Account Number: 84433-16255 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND THROUGH IT'S BOARD OF COUNTY COMMISSIONERS (hereinafter called the Customer), requests on this to day of Anthory 2003 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) ST LTS # D41 ARTERIALS, located in WEST PALM BEACH, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

PMC0001

Fixture Ra	ting Fit	ts Installed dure Type	# Installed	Fixture Rating (in Lumens)	Lights Remove Fixture Type	# Removed
				9500	HPS0100	1
				18000	HPS0150	6
				22000	HPS0200	78
				50000	HPS0400	5
Poles	Installed	Poles	s Removed	Conductors installed	Co	inductors Removed
Pole Type	# Installed	Pole Type PMW0001	# Removed	Feet not Under Pavin	ng F	eet not Under Paving

(b) Modification to existing facilities other than described above (explain fully): THIS CONTRACT SUPERCEDES ALL PREVIOUS CONTRACTS WITH FPL AND IS INCLUSIVE OF ALL LIGHTING IDENTIFIED DURING THE FPL FIELD SURVEY CONDUCTED WITH THE INSTALLATION OF SMART STREET LIGHTS. THE ACCOUNT WILL NOW CONSIST OF (24-HPS0100, 336-HPS0150, 3190-HPS0200, 16-HPS0250, 832-HPS0400, 783-PMC0001, 2031-PMW0001) FULL MAINTENANCE FACILITIES.

Feet Under Paving

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer
the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all
in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or
any successive street lighting rate schedule approved by the FPSC.

- 2. To pay a contribution in the amount of \$n/a prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

- tions to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an al street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as iditional street lighting agreement deli

 - a. the addition of street lighting facilities;
 b. the removal of street lighting facilities; and
 c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the schedule approved by the FPSC. ct to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successi

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or
 easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation
 of FPL attest lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminalire/lamp installed hereunder enotier luminalire/lamp which shall be of at least equal lituralizing capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mall and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- in the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- Should the Customer fall to pay any bills due and rendered pursuant to this agreement or otherwise fall to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may case to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a welver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it refleve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, tree, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making store efficient sit or any part of its generating or other electrical equipment.
- This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
- 17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

FALM BEACH COUNTY A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA BY AND THROUGH ITS BOARD OF COUNTY

COMMISSIONERS

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

Melissa Roctiger (Signature)

Signature (Authorized Representative) Melissa Roettner (Print or type name R

DAVID (Print or type name) TIME: COUNT

Title: SR Customer Advisor ERK

Approved as to Terms and Conditions Approved as to Form and Legal Sufficiency

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director

/s/Yelizaveta B. Herman Yelizaveta B. Herman Assistant County Attorney