

**Port of Palm Beach Agency Report  
Riviera Beach Next Generation Clean Energy Center  
Site Certification Application  
August 26, 2009**

**Recommendation for Certification**

Pursuant to Florida Statutes 403.526(1) the Port of Palm Beach (Port) conducted a review of the Riviera Beach Next Generation Clean Energy Center (RBEC) Site Certification Application. The Port recommends approval of the RBEC Site Certification Application and certification of the project, subject to the Conditions of Certification listed below concerning certain items found in RBEC SCA Section 3.2.4., Leases, Easements, Title, Agency Works.

**Conditions of Certification**

**I. EASEMENTS**

The Port will agree to extend and modify certain use rights in the form of easements, for:

- a. A non-exclusive easement to install, operate, monitor, inspect, maintain, repair, and improve FPL's underground fuel ( fuel oil and/or diesel) pipelines and appurtenant equipment. Throughput will be assessed at the Port's published public Tariff rate in effect at the time of the assessment.
- b. A non-exclusive easement to install, operate, monitor, inspect, maintain and repair FPL's underground water intake ("Intake Easement") at the current location which extends from the Port's Slip No. 3 westerly and into FPL's "Riviera Plant";

As to both easements:

- Any current above-ground structures will be removed or placed below-ground at FPL cost as part of the RBEC Project.
- FPL to have rights of ingress and egress on adjacent Port property as required to exercise the rights, coordinating all of the foregoing with Port so as to minimize interference with Port operations.
- FPL shall perform an engineering study regarding the load bearing capacity of the existing intake structure and will provide the results to the Port.
- Cost of relocations or modifications made at request of Port (other than burying current above-ground structures) to be shared equally by Port and FPL and made timely and coordinated with related construction by Port;

**II. DISMANTLEMENT**

FPL shall meet with the Port Director or the Deputy Port Director to review the proposed demolition plan in advance of finalizing the details of the dismantlement plan. FPL shall provide reasonable notice to the Port in advance of the scheduled dismantlement, so that Port ship traffic, other Port operations and Port construction can be scheduled so as to minimize interference.

1. Dismantlement: FPL shall meet with the Port Director or the Deputy Port Director to review the proposed dismantlement plan in advance of finalizing the details of the dismantlement plan. FPL shall provide reasonable notice to the Port in advance of the scheduled dismantlement.
2. Steam Blows: FPL shall review proposed steam cleaning techniques with the Port to demonstrate that the planned techniques will have limited impact on Port operations. FPL shall give the Port reasonable advance notice of the start of steam blows.
3. FPL shall be liable for all damage to property, real and personal, of the Port and Port's tenants that are a result of dismantlement and construction of the RBEC. FPL shall pay for the cost of installing equipment at four locations at the Port (and such other locations as FPL shall desire, without interfering with Port operations), as designated by the Port, to monitor vibration levels during dismantlement. The Port will be an additional named insured on all policies of FPL's principal dismantlement contractors and/or their subcontractors, including business interruption insurance.
4. City of Riviera Beach Signage: The Port acknowledges that there will be a monument styled City of Riviera Beach "Welcome Sign" installed on the Loop Entrance Road. The monument "Welcome Sign" will be installed in a manner that does not adversely affect drainage and will comply with DOT's rules regarding signs in rights-of-ways and "line of sight".
5. Roads: Within 90 days following final completion of the RBEC, any damage caused solely by FPL or its contractors to the Loop Road shall be repaired. FPL or its contractors shall have the right to conduct an assessment of the physical conditions of the Loop Road before and after dismantlement. Use of the Loop Road will be coordinated in advance with the Port, with maintenance of traffic flow to be paid by FPL, such that interruptions to Port operations are minimized.
6. Port property shall not be used as a staging area for materials or equipment, nor shall any other use of Port property be made without compensation acceptable to the Port.
7. FPL will provide surveys of as-built easements, certified to the Port, within six months of commercial operation of the RBEC.

### III. MEMORANDUM OF UNDERSTANDING

The Port and FPL have reached substantial agreement with respect to a Memorandum of Understanding regarding various commercial terms. The Port's agreement to the Conditions of Certification is contingent upon FPL's acceptance, on or before August 28, 2009 of the Port's counterproposal as approved by the Board of Commissioners on August 26, 2009.