

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



**Electrical Power Plant Site Certification
Project Analysis Report**

**Florida Power & Light Company
Port Everglades Next Generation Clean Energy Center**

**PA 12-57
DEP OGC Case No. 12-0710
DOAH Case No. 12-0422 EPP**

September 4, 2012

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1.0 INTRODUCTION

Florida Power & Light Company (FPL/Applicant) is proposing to replace the four existing conventional electrical generating units at the FPL Port Everglades Power Plant site in Broward County with a modernized nominal 1,250 megawatt (MW) natural gas-fired 3-on-1 combined cycle unit to be known as the Port Everglades Next Generation Clean Energy Center (PEEC). FPL submitted a Site Certification Application (SCA) to the Department of Environmental Protection (DEP), Siting Coordination Office (SCO) for the proposed PEEC on January 24, 2012.

The procedures and requirements for granting or denying a certification to construct and operate an electric power generating facility in the state of Florida are set forth in the Florida Power Plant Siting Act (PPSA), Sections 403.501-518, Florida Statutes (F.S.), and the Electrical Power Plant Siting Rule, Chapter 62-17, Florida Administrative Code (F.A.C.). The DEP has been designated as the lead coordinating agency for the review and evaluation of SCAs and is charged with preparing a Project Analysis Report including a recommendation for granting or denying the requested certification. This report addresses the site and associated facilities and has been prepared as a fulfillment of specific PPSA requirements. It should be noted that the scope of a certification under this act includes only state, regional, and local requirements. All federal permits are processed separately from the SCA. Federal permits being sought in association with this project include a Prevention of Significant Deterioration (PSD) air construction permit and permits under the National Pollution Discharge Elimination System (NPDES) requirements.

2.0 SITE AND FACILITIES OVERVIEW

The following information was derived primarily from the SCA and additional information submitted by the Applicant.

2.1 Site Location

The proposed PEEC will be located on approximately 67 acres within the existing 92.5-acre FPL owned Port Everglades Plant site in the City of Hollywood, Broward County, Florida. Refer to Figure 1 for the general PEEC site location. The Port Everglades Plant property is located wholly within the incorporated city limits of the City of Hollywood and jurisdictional area of Port Everglades (mid-port section). The City of Dania Beach is the next closest incorporated municipality, located adjacent to the site on the west. The site is bordered on the north by SE 26th Street, on the south by Eller Drive, on the west by SE 14th Avenue, and on the east by Eisenhower Boulevard. Refer to Figure 2 for a more detailed map showing the existing Port Everglades Plant site location.

2.2 Site and Vicinity Description

The proposed PEEC site is occupied by existing Port Everglades Plant facilities and located in a densely developed area. Land uses near and adjacent to the site are consistent with Port related activities that are predominately industrial/maritime/commercial activities, such as oil storage and transport operations, warehouse and shipping facilities, and cruise line industries.

The Intercoastal Waterway (ICW) and Port Everglades are located to the east of the proposed site along with ship docking and various transport related facilities. To the north and west of the site lie mostly fuel tank and other storage yards. The Fort Lauderdale-Hollywood International

Airport is located to the southwest of the site. Warehouses, ship yards, and other storage and transport related facilities are located to the south and southeast of the site.

As stated in the SCA, the nearest residences are located in the Harbor Inlet Community, which is approximately 0.8 mile to the northeast of the site within the City of Fort Lauderdale. The SCA also indicates that there are no significant scenic, cultural, or natural landmarks located within 1 mile of the site with the exception of John U. Lloyd Beach State Park, which is located approximately .8 mile to the east/southeast of the site on the east side of the ICW.

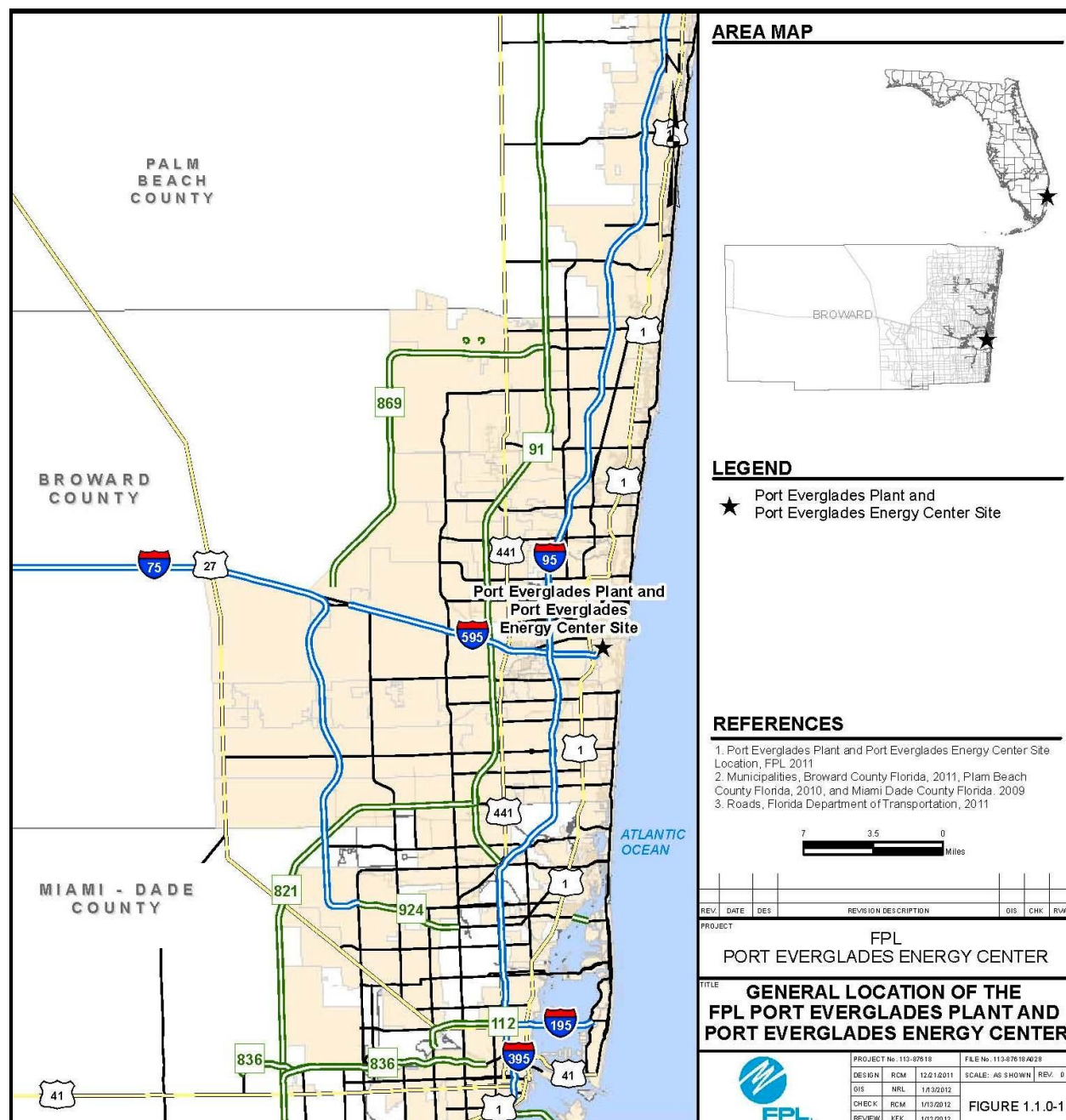


Figure 1. PEEC General Site Location (FPL PEEC SCA, Figure 1.1.0-1)

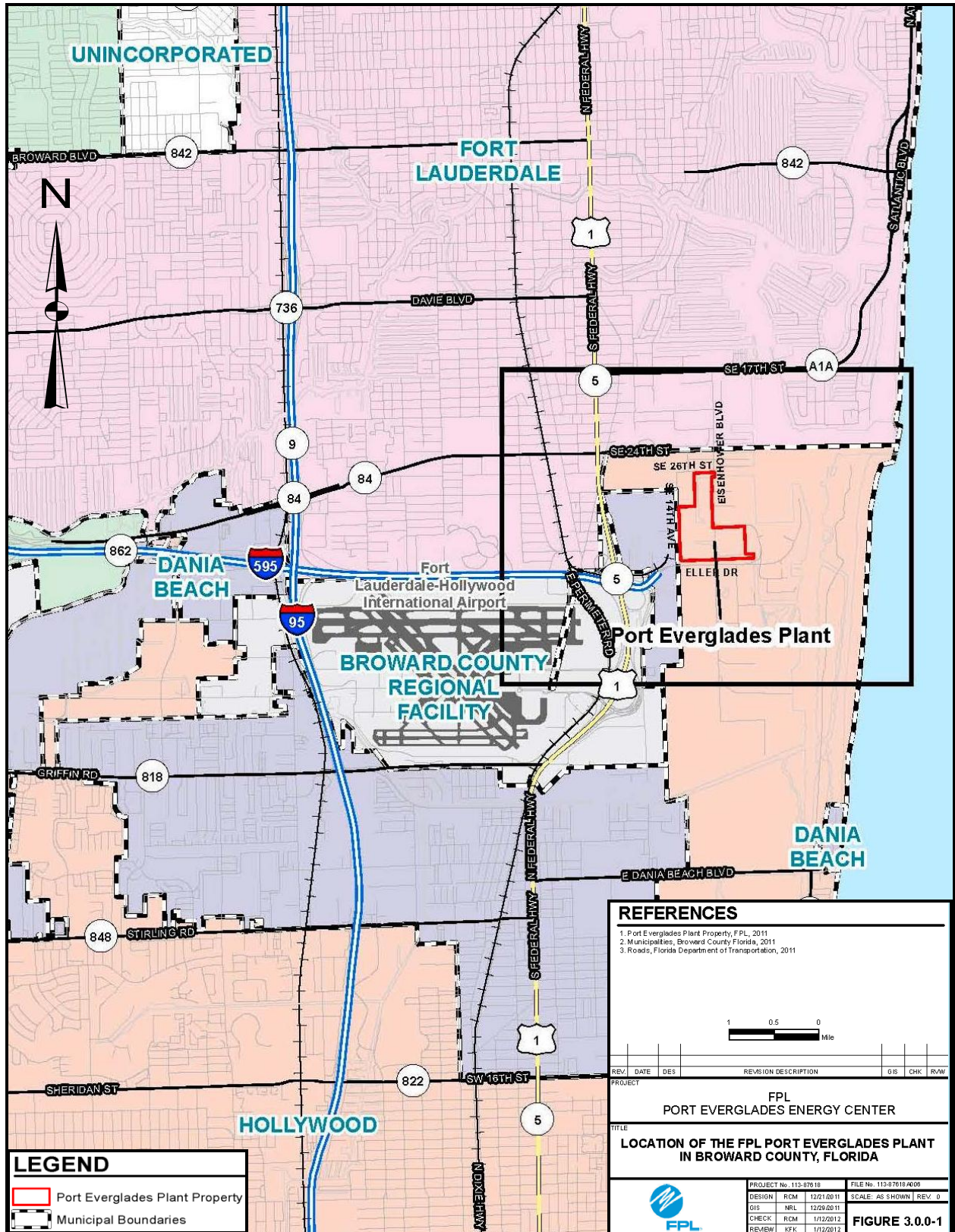


Figure 2. Existing Port Everglades Plant Site Location (FPL PEEC SCA, Figure 3.0.0-1)

2.3 Proposed Project Description

FPL plans to modernize the existing Port Everglades Plant into a more efficient, lower emissions energy center using the latest combined cycle technology. The four aging conventional generating units (Units 1-4) at the Port Everglades Plant, which have been in operation since the 1960s and produce nominally 1,200 MW of power, will be demolished and replaced with a nominal 1,250 MW natural gas-fired 3-on-1 combined cycle unit. According to the Applicant, the new PEEC will use 35 percent less fuel per MW than the existing plant and result in a significant reduction in emissions of regulated air pollutants, as well as cut the carbon dioxide (CO₂) emissions rate in half. Figures 3 & 4 below show before and after views of the plant.



Figure 3. View of Existing Port Everglades Plant Units 1-4 (Provided by FPL)



Figure 4. Conceptual View of Completed PEEC Combined Cycle Unit (Provided by FPL)

The existing Port Everglades Plant Units 1–4 are conventional steam boilers that are permitted to burn No. 6 heavy oil, No. 2 light oil, and/or natural gas. Historically, these units have operated on approximately 60 percent oil and 40 percent natural gas. FPL is seeking a Site Certification that will include the decommissioning and dismantlement of these four steam boilers and appurtenance equipment and construction of a new natural gas-fired 3-on-1 combined cycle unit. As part of the project, FPL may add onsite gas compression and associated facilities. Since the new combined cycle unit will not burn No. 6 heavy oil, the project will include changes to the existing fuel oil piping and storage infrastructure. The project will also include the installation of an aquatic organism return system on cooling system intake structures.

Certain components, including the cooling water intake and discharge infrastructure, and transmission facilities will remain in use with the converted plant. The plant's existing 12 simple cycle natural gas turbines, employee parking areas, switchyard, and transmission system are not proposed as part of the PEEC Site Certification. The new facilities proposed to be certified will occupy approximately 67 acres within the existing 92.5 acre site. Refer to Figure 5 for the proposed PEEC certified site boundary. Dismantlement of the existing Units 1-4 is anticipated to begin in the first quarter of 2013. Construction of the new PEEC is anticipated in the second quarter of 2014, with commercial operation expected by June 1, 2016.

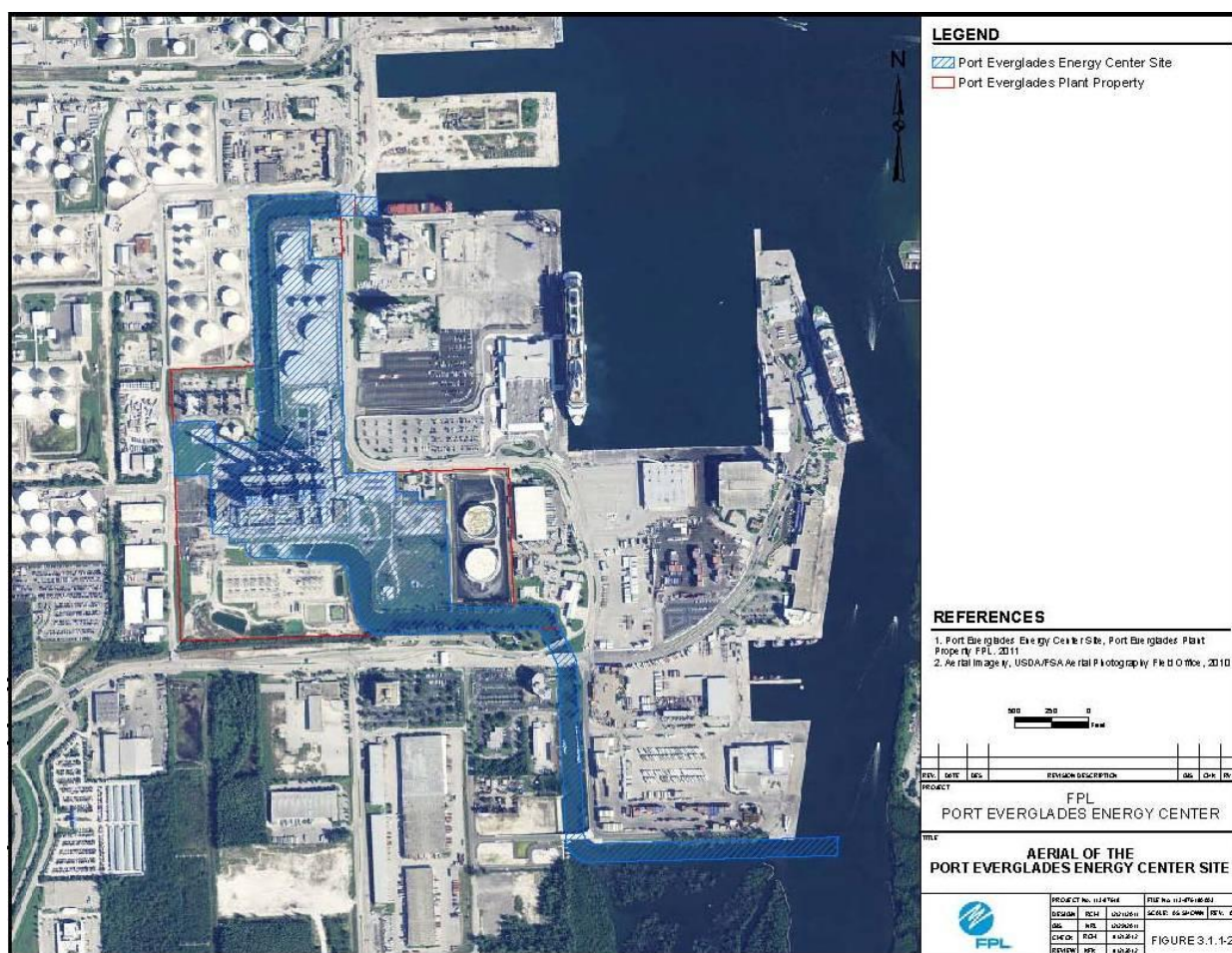


Figure 5. Proposed PEEC Site Boundary (FPL PEEC SCA, Figure 3.1.1-2)

2.4 Combustion Turbine Combined Cycle Operation¹

The new PEEC natural gas-fired 3-on-1 combined cycle unit (Unit 5) will consist of: three nominal 250 MW combustion turbine-electrical generators (CTG) with evaporative inlet cooling systems; three supplementary heat recovery steam generators (HRSG) equipped with selective catalytic reduction (SCR) reactors; three approximately 149 foot exhaust stacks; and a common nominal 500 MW steam turbine-electrical generator (STG). Figure 6 below depicts the general design of a natural gas-fired 3-on-1 combined cycle unit.

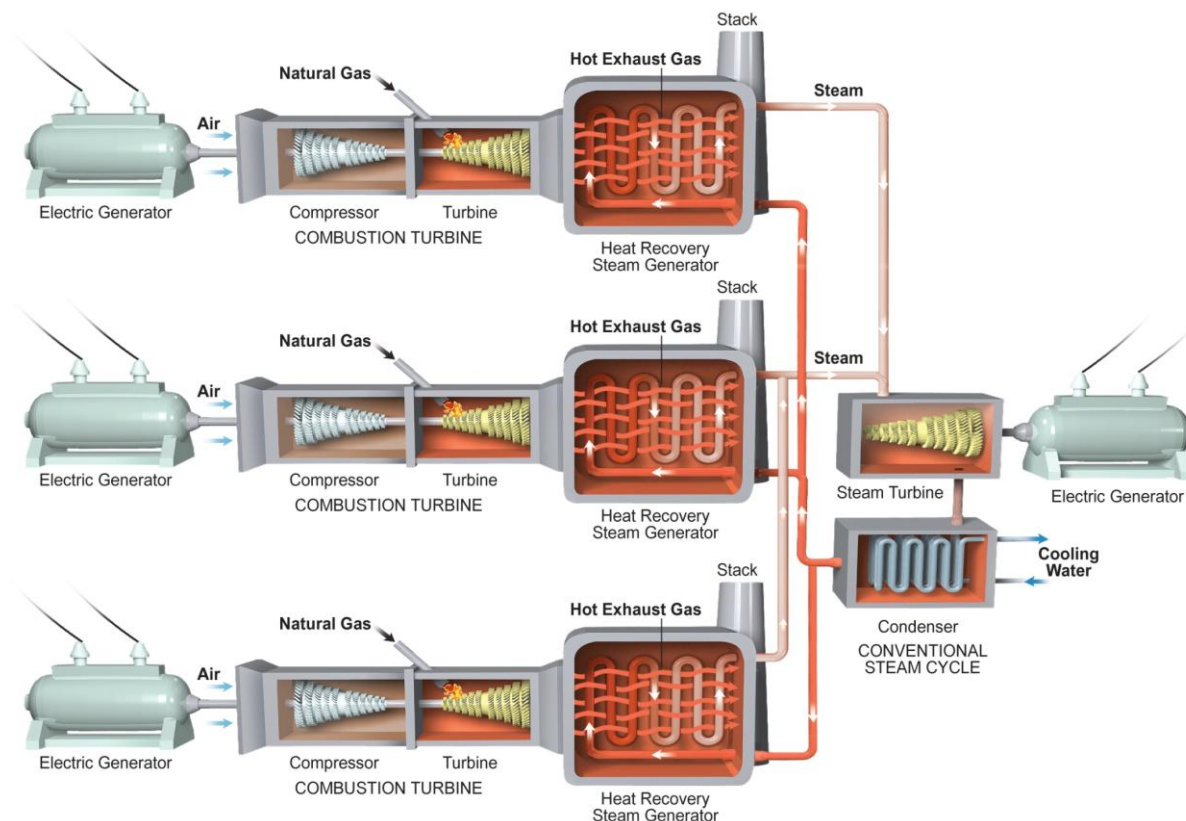


Figure 6. Natural Gas-Fueled 3x1 Combined Cycle Unit (Provided by FPL)

A CTG is an internal combustion engine that operates with rotary rather than reciprocating motion and is coupled to an electrical generator. Ambient air is drawn into the multistage compressor of the CTG where it is compressed to a very high pressure ratio. The compressed air is then directed to the combustor section, where fuel is introduced, ignited, and burned. The outlet temperature of a typical combustor section is on the order of 2,800 to 2,900 degrees Fahrenheit (°F).

The hot combustion gases are then diluted with additional cool air and directed to the turbine (expansion) section. Energy is recovered in the turbine section in the form of shaft horsepower, of which typically more than 50 percent is required to drive the internal compressor section. The balance of recovered shaft energy is available to drive the external load unit such as an electrical

¹ Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – *Technical Evaluation & Preliminary Determination for the FPL PEEC, April 2012.*

generator. Turbine exhaust gas is discharged at a temperature greater than 1,125°F and contains high excess oxygen, which can be used for additional energy recovery.

There are three basic operating cycles for combustion turbines: simple, regenerative and combined cycles. In the PEEC project, the unit will operate in combined cycle mode, meaning that the combustion turbine drives an electric generator while the exhausted gases are used to generate steam in the supplemental HRSG. The steam from the HRSGs is then fed to a separate steam turbine, which also drives an electrical generator producing additional electrical power.

FPL is considering at least two different models of CTGs including the Siemens H-Class and the Mitsubishi Power Systems (MPS) J-Class (or equivalent). Both CTGs are expected to achieve approximately 60 percent thermal efficiency in combined cycle mode on the basis of the lower heating value (LHV) of natural gas and about 55 percent based on the higher heating value (HHV). Performance and power are based on ambient conditions and inlet temperatures. In general, the Siemens H-Class CTG has a gross capacity of approximately 260 MW at an inlet temperature of 75° F while the MPS J-Class CTG has a gross capacity of approximately 290 MW at an inlet temperature of 75° F.

2.5 Fuel and Fuel Handling

The PEEC will use natural gas as the primary fuel and ultra low-sulfur distillate (ULSD) “light oil” as backup fuel. As stated in the SCA, natural gas will be delivered to the site via an existing natural gas pipeline owned by Florida Gas Transmission Company. New onsite natural gas compressors may be installed if required to raise the pressure to the appropriate level for the CTGs. The project may also involve installation of new onsite natural gas compression and associated facilities. ULSD will be delivered to the site by truck or via waterborne deliveries from Port Everglades.

There are several No. 6 heavy fuel oil piping and delivery systems in place from multiple Port berths that serve the existing Port Everglades Plant. Since PEEC will not use No. 6 heavy fuel oil, these piping and delivery systems will be taken out of service, and the easements modified, released, or abandoned. FPL may seek changes to some of these piping easements to allow for the installation of new ULSD oil piping. Per guidance from Port Everglades staff, FPL anticipates connecting ULSD oil piping to the Port’s fuel header near Berth 13 at Port Slip No. 3. The ULSD oil will be stored onsite in a new 7 million gallon fuel oil storage tank. All the existing onsite fuel oil storage tanks associated with Port Everglades Plant Units 1-4 will be permanently decommissioned and removed.

2.6 Cooling System

The PEEC will continue to use portions of the existing plant’s once-through cooling system infrastructure for condenser and auxiliary cooling. Surface water is withdrawn from the ICW through the western end of Port Slip No. 3 under Eisenhower Boulevard through four, 12 ft diameter by 244 ft long reinforced concrete pipes, which connect to a 2,100 ft long by 100 ft wide canal leading to the plant’s cooling-water intake structures. The water is then discharged to a 4,850 ft long canal that leads back to the ICW.

Because of its more efficient design, the PEEC will have a condenser heat rejection rate that will be approximately half that of the existing plant according to the Applicant. Therefore, PEEC will require half the amount of cooling water. While the existing plant has a total discharge flow rate of about 899,600 gallons per minute (gpm), the total discharge flow rate for PEEC will be

approximately 441,275 gpm. The full load overall temperature rise across the condenser, which is approximately 13.8°F for the existing plant, will remain about the same for PEEC.

2.7 Stormwater Control

As stated in the SCA, stormwater runoff from the PEEC site will be collected and controlled by a stormwater drainage system consisting of catch basins, pipes, channels, swales and culverts that will convey runoff to stormwater detention ponds. The stormwater management system will be designed to provide the required water quality and quantity treatment for the volume of stormwater runoff based on a 25-year, 72-hour rainfall event. The treated and/or excess stormwater will be released to either the intake or discharge canals. Runoff from the power block and equipment areas, and from other potentially oil-contaminated areas, will be routed through an oil/water separator and then routed to the stormwater management system.

Prior to the commencement of dismantlement of the existing plant, the Applicant must obtain a DEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. Once the PEEC begins commercial operation, a DEP Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity will be required. FPL plans to file Notices of Intent for these Generic National Pollutant Discharge Elimination System permits to DEP when appropriate.

3.0 ENVIRONMENTAL AND SOCIAL IMPACTS

3.1 Local Air Quality Impacts

The DEP's Division of Air Resource Management (DARM) regulates major air pollution sources in accordance with Florida's Prevention of Significant Deterioration (PSD) program, as defined in Rule 62-212.400, F.A.C. For new major facilities, or for modifications to existing facilities, each regulated air pollutant is reviewed for PSD applicability based on emissions thresholds known as Significant Emission Rates (SERs).

Best Available Control Technology (BACT) review is required under DEP and US Environmental Protection Agency (EPA) regulations pertaining to PSD. BACT is pollutant specific and is applicable to all pollutants for which PSD review is required. It is an emission limitation that is based on the maximum degree of reduction for each regulated pollutant, which is determined to be appropriate after taking into account energy, environmental, economic impacts, and other costs. BACT cannot be any less stringent than the federal New Source Performance Standards (NSPS) applicable to the source under evaluation.

According to the DARM's technical evaluation², the proposed PEEC will emit the following PSD-pollutants: SO₂, NO_x, CO, PM, PM₁₀, PM_{2.5}, SAM, VOC and lead. The shut down and dismantlement of the existing Port Everglades Units 1-4 will result in net emission changes from PEEC of the same pollutants that are less than the SER. Considering the net reduction of emission rates, the PEEC project did not require a PSD or BACT review pursuant to Rule 62-212.400, F.A.C. Refer to Table 1 below from the DARM's technical evaluation report showing the net emission changes in tons/year and PSD applicability pursuant to Rule 62-212.400, F.A.C., for the PEEC project.

² Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – *Technical Evaluation & Preliminary Determination for the FPL PEEC, April 2012.*

Table 1. Net Emissions Changes in tons/year and PSD Applicability for the FPL PEEC Project (DARM's Technical Evaluation & Preliminary Determination)

Pollutant	Baseline Emissions Units 1-4	PEEC Potential Emissions	Net Emissions Increases (Decreases)	PSD SER	Trigger PSD?
SO ₂	9,494	211	(9,283)	40	No
NO _x	4,260	382	(3,878)	40	No
CO	885	958	73	100	No
PM	604	246	(358)	25	No
PM ₁₀	604	246	(358)	15	No
PM _{2.5}	402	246	(156)	10	No
SAM	422	40	(382)	7	No
VOC	77	106	29	40	No
Lead	0.10	0.05	(0.05)	0.6	No

The Department made a preliminary determination that the proposed PEEC project will comply with all applicable state and federal air pollution regulations for the pollutants listed in Table 1 above as conditioned by the draft air construction permit. This determination is based on a technical review of the complete application, reasonable assurances provided by the Applicant, the draft emissions standards determinations, review of the air quality impact analysis, and the conditions specified in the draft air construction permit. The final air construction permit and subsequently issued Title V operational permit will be incorporated into the Conditions of Certification. On May 9, 2012, the Department issued the final air construction permit (0110036-010-AC) for PEEC, which is available on the following website:
<http://www.dep.state.fl.us/air/emission/apds/default.asp>.

3.2 Carbon Dioxide Emissions

Carbon dioxide (CO₂) is a primary greenhouse gas (GHG) that is regulated under the federal Clean Air Act. FPL submitted a GHG emissions permit application to the U.S. Environmental Protection Agency (EPA) for the PEEC project pursuant to Title 40, Part 52.21 "Prevention of Significant Deterioration of Air Quality" of the Code of Federal Regulations. The EPA is currently reviewing FPL's application and will issue a GHG PSD permit separately from the Site Certification. Although GHGs are not regulated pursuant to the PSD requirements under Rule 62-212.400, F.A.C., it is appropriate to consider CO₂ emissions from the proposed project.

Efficiency and Fuel Considerations

According to national greenhouse gas emissions inventories, energy-related activities account for over 80 percent of CO₂ emissions in the US, and the vast majority of these CO₂ emissions are from the combustion of fossil fuels.³ Emissions of CO₂ directly relate to the quantity of combusted fossil fuel. The more fuel consumed, the more carbon released into the atmosphere. As technologies improve, electric generating facilities of all types are constructed with greater and greater efficiencies. Higher efficiency units require less fuel for equal amounts of energy production. This translates to fewer overall carbon emissions from the more efficient units. The

³ U.S. Environmental Protection Agency. Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2010. Available at: <http://epa.gov/climatechange/emissions/usinventoryreport.html>

amount of CO₂ emissions associated with electrical power plants also largely depends on the type and amount of fuel being utilized. To produce the same amount of energy, more CO₂ is released when burning coal, than when burning fuel oil or natural gas. Figure 7 below provides a comparison of CO₂ emissions from various fuel types per heat energy unit (lb/MMBtu).⁴

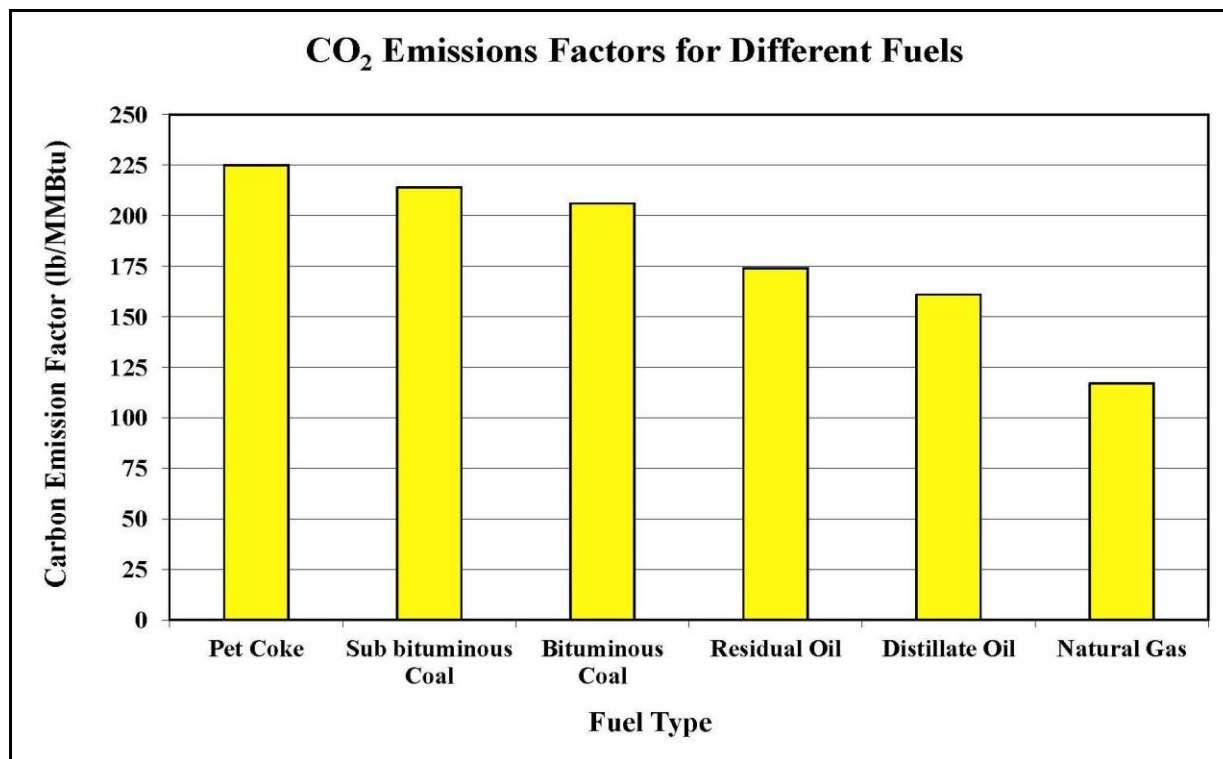


Figure 7. Carbon Dioxide Emission Factors (Energy Information Administration)

Carbon Dioxide Emissions Impacts from PEEC

According to the Applicant, the maximum CO₂ emission rate after the conversion of the Port Everglades Plant will be about one-half the maximum CO₂ emission rate (lbs/MW-hr) of the existing plant. The PEEC will also displace energy that would otherwise be produced by less efficient units in FPL's system, thereby reducing FPL's system CO₂ emissions. FPL expects that the PEEC will result in a cumulative reduction of approximately 22 million tons of CO₂ emissions in FPL's system over the 30 year life of the facility.

3.3 Industrial Wastewater Discharge Impacts

The primary discharge from the PEEC will be warm water from the once-through cooling system into the 4,850 ft long discharge canal leading to the ICW. FPL expects no adverse impacts on aquatic life from the PEEC thermal discharge based on the following reasons provided in Section 6.1.2 of the SCA:

1. The existing Port Everglades Plant has operated at this location for over 45 years using the once-through cooling system. The cooling system for PEEC will utilize the existing

⁴ U.S. Energy Information Administration. Fuel and Energy Source Codes and Emissions Coefficients. Available at: <http://www.eia.doe.gov/oiaf/1605/coefficients.html>

intake and discharge canals and structures, and the flow rate through the system will not increase over the existing rates.

2. Previous biological assessments have found no adverse impact of the existing thermal plume on fish, shellfish, or plankton from operation of the Units 1-4; and the studies found no adverse impact to benthos outside the discharge canal. Within the discharge canal the impacts were seasonal and temporary.
3. There is no sensitive aquatic habitat such as submerged aquatic vegetation or wetlands along the western shoreline of the ICW, where the heated water enters the ICW. Nor is there sensitive habitat at the intake location.
4. The maximum temperature rise across the condensers for the PEEC facility will be approximately the same as the existing Units 1-4.
5. When PEEC is operational, the total heat load to the aquatic environment will be roughly half that of the existing Units 1 through 4. Therefore, the size of the thermal plume in the ICW will be significantly reduced.

In addition to once-through cooling water, PEEC will have the following wastewater streams (taken from Section 6.2.1 of the SCA):

1. Continuous: An estimated 1,600 gpm average (1,600 gpm peak) of screen wash and aquatic organism return water. After the screen trash is removed the wash water will be returned to the intake canal or returned to the source water with the organisms.
2. Intermittent: An estimated 48 gpm average (53 gpm peak) of HRSG blowdown and evaporative cooler blowdown, which is relatively pure water.
3. Intermittent: An estimated average of 54 gpm (208 gpm peak) of reverse osmosis reject/demineralizer regeneration water which will have a relatively high total dissolved solids content compared to the source water.
4. Intermittent: An estimated average of 25 gpm of wash water and plant/equipment drain discharge wastewater.

As stated in the SCA, wastewater streams from PEEC will be monitored and managed according to applicable local, state, and federal rules and regulations. Wastewater streams meeting the requirements authorized in the associated federal industrial wastewater permit mentioned below will be mixed with the once-through cooling water and released to the discharge canal.

Considering the improved design of PEEC and continued operation of the existing plant at this site for over 45 years, it is expected that wastewater discharges from PEEC will not result in any increased adverse impacts to the receiving ICW.

The wastewater discharges for the existing Port Everglades Plant are regulated under the federal National Pollutant Discharge Elimination System (NPDES) permit No. FL0001538. FPL submitted an application for a modification to the NPDES permit for the PEEC concurrently with the SCA. The draft NPDES permit was issued to FPL on August 23, 2012. The final NPDES permit will be incorporated into the Conditions of Certification for PEEC.

3.4 Water Use Impacts

As stated in the SCA, the primary water uses for PEEC will include cooling water required for condenser cooling, auxiliary cooling, and cooling pump seal water, and process water required for combustion turbine inlet air cooling, steam cycle makeup, NO_x injection water when firing ULSD oil, service water, and fire protection. Other minor uses will include intake screen wash

and aquatic organism return system water, potable water for employee use, and water for landscape irrigation.

Cooling water will continue to come from the ICW using portions of the existing infrastructure of the once-through cooling system intake and discharge structures. However, due to its more efficient design, the new PEEC will require approximately half the amount of cooling water than the existing plant. According to the Applicant, the average flow for PEEC will be 635 MGD while the flow for the existing Units 1-4 is authorized for 1,296 MGD. Water for screen wash and the aquatic organism return system will also come from the intake canal and then be discharged back to the ICW.

PEEC process and service water demand is expected to be approximately 243,360 GPD, which is over 40 percent lower than the amount required for the existing units (approximately 420,000 GPD). Potable water demand for employee use is expected to average 1 gpm, approximately the same as for the existing plant. The maximum combined process, potable, and irrigation water demands for PEEC will be approximately 1.25 MGD. Like the existing plant, PEEC will meet these demands with municipal potable water from the City of Fort Lauderdale.

As part of the PEEC project, FPL has agreed to continue evaluating potential reclaimed water sources for process and irrigation purposes. If reclaimed water sources become technically, environmentally, and economically feasible in the future, FPL will provide a plan to the appropriate regulatory agencies for implementation.

3.5 Sanitary Wastewater Disposal

PEEC will utilize the existing connection to the City of Fort Lauderdale wastewater system for treatment and disposal of sanitary wastewater. Sanitary wastewater flows are expected to average approximately the same as the existing plant.

3.6 Solid and Hazardous Waste Disposal

According to the Applicant, non-hazardous solid wastes generated during dismantlement and construction that cannot be salvaged or recycled will be transported offsite and appropriately disposed of in a licensed landfill. All hazardous wastes generated during dismantlement and construction activities will be collected onsite and disposed of by a licensed hazardous waste contractor. Prior to dismantlement, asbestos-containing materials identified in the existing structures will be removed and disposed of according to applicable regulations. Asbestos containing materials that are unable to be removed will be addressed during dismantlement to mitigate exposure to the environment. Prior to construction, FPL will also conduct environmental assessments and perform feasible remediation of impacted media (soil and groundwater) in accordance with applicable regulations.

Only minimal amounts of nonhazardous solid wastes, primarily consisting of used turbine inlet filters, water pretreatment solids, and municipal solid wastes, are expected to be generated from operation of the PEEC. These solid wastes will be collected and transported offsite by an approved waste disposal contractor and disposed of in appropriately licensed landfills. Hazardous wastes generated from operation of PEEC are also expected to be minimal and may include spent solvents, HRSG chemical cleaning wastes, and other chemical wastes. The existing Port Everglades Plant is a Conditionally Exempt Small Quantity Generator (CESQG) of hazards waste, which means they generate less than 100 kg per month. This classification is not

expected to change for the PEEC. As stated in the SCA, all hazardous waste generated at the PEEC will be collected and disposed of by licensed hazardous waste contractors.

3.7 Terrestrial Impacts

The Port Everglades Plant property was previously disturbed during construction of the existing plant beginning in the 1950s. Since then the site has been continuously used for power plant operations and does not contain significant terrestrial habitat. Because of the existing developed nature of the site, no adverse impacts to federal or state listed species or long-term change in populations of non-aquatic threatened or endangered species are expected during construction and operation of the PEEC.

3.8 Impacts on Aquatic Species

The existing plant has been in operation for over 45 years using a once-through cooling system which releases warm water to the discharge canal that connects to the ICW. According to the SCA, previous biological assessments have found no adverse impact of the existing thermal plume on fish, shellfish, or plankton from operation of the existing plant, and studies have found no adverse impact to benthos outside the discharge canal. Within the discharge canal the impacts were seasonal or temporary. Since the PEEC will require approximately half the amount of cooling water than the existing plant, thermal loading to the aquatic environment will be significantly reduced, thus no significant adverse effects on aquatic life are expected from the PEEC thermal discharge. FPL also expects that the reduced intake water flow through cooling system will significantly reduce impacts to aquatic life due to impingement and entrainment. To further minimize impingement impacts, FPL plans to install state-of-the-art traveling screens with an aquatic organism return system in the existing intake structures, which will catch and return organisms back to the ICW in a manner that does not promote predation or re-impingement.

As indicated in the Florida Fish and Wildlife Conservation Commission (FWC) agency report for the proposed PEEC, federally- and state-listed endangered manatees have utilized the warm water habitat provided by the existing plant's thermal discharge during the winter months for decades. FPL will continue to provide a safe, wintertime thermal refuge for manatees pursuant to the Manatee Protection Plan as required by NPDES permit FL0001538. Additionally, FPL plans to install a manatee temporary heating system (MTHS) within the discharge canal to avoid adverse impacts to manatees during the 3+ year construction phase when normal thermal discharge from the existing units will cease. The FWC has recommended monitoring requirements to be included in the Conditions of Certification for PEEC to minimize the potential "take" of manatees during the plant's conversion, as well as requirements for long-term strategic planning efforts to reduce adverse impacts to manatee populations.

The FWC also identified in their report that Broward County beaches support nesting of marine turtles including the threatened loggerhead and endangered green and leatherback turtles. Nesting habitats for these species nearby the PEEC site, including John U. Lloyd State Park and other areas to the north and south, are in direct line-of-sight with light emitting structures of the plant. Lighting can disrupt the ability of marine turtle hatchlings to find the sea from their nest, an effect termed "hatchling disorientation." Although lighting impacts of the PEEC are expected to be less than the existing plant, FWC included a proposed Condition of Certification to address their concerns over lighting impacts to marine turtles.

3.9 Noise Impacts

Computerized noise modeling analyses were conducted for the PEEC site for both construction and operation. Based on the results of the analyses, FPL concluded that the maximum sound levels predicted during construction of the PEEC will not be unreasonably loud as prohibited by the City of Hollywood noise ordinance and will be less than the maximum allowable sound levels for properties that are governmental facilities, community service facilities, or commercial/business facilities in the Broward County noise ordinance. The potential use of explosives during the deconstruction phase will result in elevated noise levels but only for very short durations. FPL has stated that such activities will be performed in accordance with all applicable regulations, and prior notice to nearby residences and businesses will be given. The noise resulting from operation of the PEEC is expected to be equivalent or less than the existing plant and comply with applicable noise ordinances.

3.10 Transportation Impacts

A traffic impact analysis from construction and operation of the PEEC was provided in the SCA. During the construction period between 2013 and 2016, the project is expected to average approximately 290 workers with a peak workforce of about 650 workers in mid 2015. During peak construction, approximately 500 vehicles are anticipated to enter and exit the PEEC site per day, resulting in a daily traffic volume of approximately 1,000 trips. Vehicles associated with construction will access the site primarily via Eller Drive to SE 14th Avenue, and to a lesser extent SE 19th Avenue and Eisenhower Boulevard.

The results of the traffic impact analysis demonstrated that the additional traffic created during construction is not expected to degrade the operating conditions of the roadway system, although during peak construction, level of service deficiencies may be experienced near the Eller Drive/SE 14th Avenue intersection. As indicated in the SCA, FPL will develop a traffic management plan to minimize the duration of any level of service deficiencies resulting from construction traffic.

Impacts to traffic from the operation of PEEC are anticipated to be comparable to the current conditions. Since operational workforce for the PEEC will be similar to the existing plant, the daily traffic volume is not expected to increase. Therefore, no adverse impacts to traffic flow are expected to result from operation of the PEEC.

3.11 Socioeconomic Impacts

The PEEC project is expected to result in positive economic benefits for the City of Hollywood, the City of Fort Lauderdale, and Broward County and the surrounding area through employment opportunities, increased revenue from direct local property tax payments and sales tax from the purchase of equipment and materials in support of construction activities.

The Applicant anticipates the creation of an average of 290 and a peak of 650 direct jobs during the construction period of PEEC. As indicated in the SCA, construction of the PEEC is expected to result in approximately 7,105 direct and indirect jobs. The industries associated with these jobs are:

- 4,373 jobs in knowledge-based services (Information Services, Finance & Insurance, Real Estate, Professional Services, Administrative, Educational Services, Health & Social Services, Arts, Entertainment & Recreation and Other Services)

- 1,934 jobs in construction
- 298 jobs in retail trade
- 227 jobs in visitor industry (includes accommodation and food services)
- 156 jobs in wholesale trade and transportation services (includes wholesale trade, transportation and warehousing)
- 74 jobs in manufacturing
- 43 jobs in government and other industries

Over the plant's 30 year lifetime, it's expected to deliver approximately \$372 million in new tax revenue to local governments and school districts. This is comprised of:

- Approximately \$114 million to the City of Hollywood;
- Approximately \$126 million to Broward County;
- Approximately \$122 million to the Broward County School District; and
- Approximately \$10 million to other taxing authorities (South Florida Water Management District and Florida Inland Navigation District)

4.0 ARCHAEOLOGICAL AND HISTORIC SITES

According to a desktop cultural resource survey of the PEEC site conducted by Archaeological Consultants, Inc. (ACI) in September 2011, no archaeological sites or historic structures that are listed, determined eligible, or considered potentially eligible for listing in the National Register of Historic Places were identified. The Florida Department of State's Division of Historical Resources (DHR) reviewed the survey and concurred with ACI's conclusions. However, during the completeness review, DHR requested that additional inventory and evaluation of any buildings or structures associated with the existing Port Everglades Plant be identified and documented on a Florida Master Site File Resource Group form and submitted to the DHR for determination of historical significance. On April 19, 2012, following FPL's Response to completeness questions, the Department received correspondence from the DHR stating that the Applicant had adequately addressed their agency's comments, and concluded that no adverse impacts to significant historical resources are expected from the development of the PEEC.

5.0 PUBLIC LANDS

The PEEC project will not displace any human populations. As indicated in the SCA, the project and its associated construction activities will be contained within the existing Port Everglades Plant site and will not result in changes to the accessibility or use of nearby landmarks or sensitive areas. The following are natural and scenic areas within 5 mi. of the PEEC site: two state parks (Hugh Taylor Birch State Park and John U. Lloyd Beach State Park); ten Broward County parks (Roosevelt Gardens Park, Franklin Park, Reverend Samuel Delevoe Park, Sunview Park, Secret Woods Nature Center, Boaters Park, Topeekeegee Yugnee Park, West Lake Park, Anne Kolb Nature Center, and Hollywood North Beach Park); and four locations designated as Outstanding Florida Waters (Hugh Taylor Birch State Park, John U. Lloyd Beach State Park, Hollywood North Beach Park, and West Lake Park).

6.0 LEASES AND EASEMENTS

PEEC will use the existing once-through cooling system, which will require continued use of the easements granted by the Broward County Port Everglades Department for the existing intake

structures that withdraw water from the ICW through the western end of Port Slip No. 3, and for the discharge canal leading from the southeastern end of the FPL plant property back to the ICW.

FPL also has several easements granted by the Port Everglades Department for No. 6 heavy oil piping and associated facilities that serve the existing plant. Given that the PEEC will not use No. 6 heavy fuel, FPL may remove these pipelines and abandon the easements or modify them to allow for installation of a new ULSD oil pipeline. Per Broward County's proposed Conditions of Certification, removal or installation of fuel oil piping facilities will require coordination and approval from the Port Everglades Department. The route and installation of the piping infrastructure associated with the proposed aquatic organism return system will also necessitate an approval and easement agreement from the Port Everglades Department.

7.0 PUBLIC NOTICE

FPL has met all of the public notice requirements set forth in the PPSA statutes and rules. FPL directly notified 27,500 residents and business owners within a three mile radius of the site by mail of the proposed PEEC. Notices for the receipt of the application, and notices of the scheduled hearing before the administrative law judge were timely published in both the Florida Administrative Weekly and in the South Florida [Sun-Sentinel](#). A public informational meeting was held by the City of Hollywood on March 29, 2012.

8.0 REVIEWING AGENCY REPORTS

Although the DEP is designated as the agency to coordinate the review process, many of the concerns that are to be addressed in the SCA impact assessment are within the jurisdiction of other agencies. Consequently, the PPSA requires several other state agencies to participate in the review process. Each agency is directed to review SCAs with regard to compliance with the statutory and administrative requirements within their jurisdiction. These agencies are further directed to prepare a written report to the DEP on matters within their regulatory capacity that are affected by proposed PPSA projects, and provide a recommendation of approval or denial of the project and any restrictions or requirements that should be included in the Conditions of Certification.

The following are summaries of the submitted agency reports. Agency reports in their entirety have been included in Appendix II. The descriptions herein do not necessarily reflect the DEP's views or positions. The actual recommendations of the DEP are described in a later section.

8.1 Public Service Commission

On November 21, 2011, FPL filed a Petition to Determine Need for the PEEC with the Florida Public Service Commission (PSC) pursuant to Sections 366.04 and 403.519, F.S. It is required that a formal "Determination of Need" be made by the PSC prior to certification of an electric power generating facility subject to the PPSA. The issues evaluated in the PSC's determination proceedings include electric system reliability and integrity, including fuel diversity, the need for base-load generating capacity, the need for adequate electricity at a reasonable cost, and whether renewable energy sources and technologies, as well as conservation measures, are utilized to the extent reasonably available. Section 403.519(3), F.S., sets out some guidelines for the PSC in making Determinations of Needs and states:

“The commission shall be the sole forum for the determination of this matter, which accordingly shall not be raised in any other forum or in the review of

proceedings in such other forum. In making its determination, the commission shall take into account the need for electric system reliability and integrity, the need for adequate electricity at a reasonable cost, the need for fuel diversity and supply reliability, whether the proposed plant is the most cost-effective alternative available, and whether renewable energy sources and technologies, as well as conservation measures, are utilized to the extent reasonably available. The commission shall also expressly consider the conservation measures taken by or reasonably available to the applicant or its members which might mitigate the need for the proposed plant and other matters within its jurisdiction which it deems relevant. The commission's determination of need for an electrical power plant shall create a presumption of public need and necessity and shall serve as the commission's report required by s. 403.507(4). An order entered pursuant to this section constitutes final agency action."

The need determination issued by the PSC serves as the report required as part of the power plant site certification proceedings. The DEP must balance the determination of need with the social and environmental impacts when preparing overall recommendations for final approval or denial of a SCA.

On April 9, 2012, the PSC issued a Final Order Granting Determination of Need for the proposed PEEC. The following summary is an excerpt from the PSC's Final Order:

"PEEC will increase FPL's system generation to maintain system reliability and, because PEEC can receive backup fuel delivered via waterborne transport, it will contribute to system reliability in the event of a disruption in gas delivery. No cost-effective Demand Side Management, not already reflected in FPL's resource plan, has been identified to defer the need for PEEC. Similarly, there are no known additional cost-effective renewable resources that could provide any significant amount of firm generating capacity prior to 2019. Because PEEC is needed to meet FPL's reliability criteria, and it is the most cost-effective alternative available, it is expected to provide adequate electricity at a reasonable cost to FPL's customers. PEEC will enable FPL to reduce fossil fuel use thus contributing to fuel diversity. Analyses indicate that PEEC is the most cost-effective alternative compared to returning to service older units now in inactive reserve, adding a new combined cycle unit at a greenfield site, or delaying PEEC by adding combustion turbines. Additionally, the record reflects that PEEC will provide numerous benefits, including the addition of baseload generation near FPL's load center, the optimization of an existing site, and the improvement of the efficiency of FPL's generation fleet."

The PSC's report is attached and incorporated as Appendix II-1.

8.2 South Florida Water Management District

The South Florida Water Management District (SFWMD) reviewed the SCA to determine if the proposed water uses associated with the PEEC project would comply with applicable rules in Chapter 40E, F.A.C. On July 24, 2012, the DEP received a final agency report from the SFWMD regarding their evaluation of the project. The following excerpts are from the SFWMD agency report describing the various water sources and uses for the PEEC:

“The proposed source of cooling water for condenser and auxiliary cooling for the new power generating facilities will continue to be the ICW, which will provide once-through cooling water. This will also be the source of intake screen wash water. This source is exempt from the permitting requirements of Chapter 40-2, F.A.C., since the chloride concentration is greater than the SFWMD’s regulatory threshold for seawater (19,000 mg/l).”

“The proposed source of process and service water for combustion turbine inlet air cooling, nitrogen oxide injection, steam cycle makeup, and fire protection, as well as potable water for employee use, and landscape irrigation will be the City of Fort Lauderdale.”

“FPL evaluated the use of Surficial aquifer wells for landscape irrigation as part of the SCA. The salinity of the groundwater at this location is too high to be used for that purpose, other than from a narrow shallow zone. To obtain fresh water, in excess of 15 very shallow wells would be required to provide the volume needed. Use of wells was determined to be unfeasible.”

“In the SCA, FPL indicates it would evaluate using reclaimed water for process and irrigation uses if the City of Hollywood or the City of Fort Lauderdale builds a pipeline to deliver reclaimed to the PEEC site and if the reclaimed water meets FPL’s water quantity and quality requirements. However, FPL states that use of reclaimed water for cooling water is not economically feasible because it would require the construction of cooling towers and reduce the energy generated at the facility.”

To address the potential use of reclaimed water for process or irrigation purposes, SFWMD recommended a Condition of Certification.

The SFWMD concludes that, based on the information contained in the SCA and the additional submittals, and assuming compliance with the intent of the SFWMD recommended certification conditions, staff is of the opinion that the proposed project can be constructed and operated consistent with the applicable statutes and rules.

The SFWMD’s agency report is attached and incorporated as Appendix II-2.

8.3 Florida Fish and Wildlife Conservation Commission

The DEP received a final agency report from the Florida Fish and Wildlife Conservation Commission (FWC) regarding certification of the PEEC on August 6, 2012. In its report, the FWC identified the West Indian manatee as a potentially affected resource due to the manatee’s dependence on the warm-water habitat currently provided by the existing plant. It also identified nesting marine turtles as potentially affected resources due to possible lighting impacts of the facility. FWC included recommended Conditions of Certification addressing an interim heating system and temporary warm-water refuge to be operated during the offline period of the plant’s conversion, and a Condition to develop a light management plan to mitigate impacts to nesting marine turtles. Additionally, FWC recommended Conditions that require FPL to monitor environmental and biological indicators that will play a substantial role in determining the status of the interim heating system during the conversion. “These monitoring conditions will assist FWC’s efforts to monitor the health status of manatees and provide an early warning system for cold stress complications and contingency planning to mitigate the potential loss of manatees if there is a failure in the interim water-water heating system.”

FWC recommends approval of the PEEC project contingent upon the Applicant's compliance with its recommended Conditions of Certification.

The FWC agency report is attached as Appendix II-3.

8.4 South Florida Regional Planning Council

The DEP received an agency report from the South Florida Regional Planning Council (SFRPC) on August 6, 2012. Section 403.507(2)(a)(5), F.S. states:

Each regional planning council shall prepare a report containing recommendations that address the impact upon the public of the proposed electrical power plant, based on the degree to which the electrical power plant is consistent with the applicable provisions of the Strategic Regional Policy Plan adopted pursuant to Chapter 186, F.S., and other matters within its jurisdiction.

SFRPC determined that the PEEC project is not in conflict or inconsistent with the goals, strategies, and policies contained in the Strategic Regional Policy Plan.

The SFRPC's agency report is attached as Appendix II-4.

8.5 Department of Transportation

The DEP received an agency report from the Florida Department of Transportation (DOT) on August 6, 2012. The DOT recommends approval of the PEEC project contingent upon the Applicant's compliance with its recommended Conditions of Certification. These conditions are included in the proposed Conditions of Certification.

The DOT's agency report is attached as Appendix II-5.

8.6 Department of Economic Opportunity

The Department of Economic Opportunity (DEO) reviewed the SCA in accordance with Section 403.507(2)(a)(1), F.S., to determine consistency with the state comprehensive plan, applicable emergency management provisions of Chapter 252, Part I, F.S., and other jurisdictional matters. In its letter submitted to the DEP on August 6, 2012, DEO concluded that the proposed construction and operation of the PEEC does not raise any land use issues of concern and should provide positive economic benefits to the surrounding area, and recommended approval of the project. DEO did not provide any Conditions of Certification, but offered the following comment regarding emergency management planning for the proposed PEEC:

“The applicant should coordinate with local and regional emergency management agencies, and the Florida Division of Emergency Management, to update the existing Port Everglades Emergency Action plan to address both operational emergencies and natural disasters, including hurricanes, at the PEEC.”

The DEO's letter is attached as Appendix II-6.

8.7 Department of State, Division of Historical Resources

The Division of Historical Resources (DHR) reviewed the cultural resource survey conducted for the PEEC site to ensure that no historical or cultural resources would be impacted from the development of the PEEC. In its letter submitted to the DEP on August 6, 2012, DHR recommended approval of the project as there are no expected impacts to historical or cultural resources.

The DHR's letter is attached as Appendix II-7

8.8 City of Hollywood

The DEP received an agency report from the City of Hollywood on August 3, 2012. Pursuant to Sections 403.50665(2)(a) and 403.5175(3), F.S., a land use and zoning determination is not required for an application under the PPSA if the applicant does not propose to expand the boundaries of the existing power plant site or to add additional offsite facilities. Because FPL is not proposing to expand the existing Port Everglades site, a land use and zoning determination is not required for this project. Although no land use determination was made, the City of Hollywood concluded in its agency report that the PEEC project was consistent with its Comprehensive Plan, the Port Everglades Development District zoning designation, and the City-Wide Master Plan. Based on the City's review of the proposed project and compliance with their proposed Conditions of Certification, the City recommends approval of the PEEC.

The City of Hollywood's agency report is attached and incorporated as Appendix II-8.

8.9 Broward County

The DEP received an agency report from Broward County on August 6, 2012. Broward County reviewed the proposed project for consistency with their Natural Resources Protection Code, Chapter 27 of the Broward County Code of Ordinances, and other relevant policies adopted by the County regarding the protection and conservation of water supplies. Since the PEEC site is located within the jurisdiction of the mid-port section of Port Everglades, the Broward County Port Everglades Department also evaluated the proposed project to ensure that it is compatible with current and future port operations. The following excerpts are from the Broward County agency report:

"The Port Everglades Department, after careful review of the Application and associated discussions with and representations made by FPL PEEC project staff, believes: 1) the PEEC project as proposed can be considered compatible with present Port Everglades operations and; 2) PEEC project facilities can be accommodated on Broward County land in the Port as proposed, if License Agreements between FPL and the Broward County Board of County Commissioners establishing terms which protect the rights of Broward County as land owner, and ensure the ability of the Port to continue to perform its public and commercial functions now and into the future, are put into place prior to installation of any new facilities."

"The County has reviewed the Application with respect to current County regulatory authority and property ownership interests. Additional information was requested during the completeness review process, including the planned and potential use of reclaimed water for non-potable purposes, and other natural resources issues. Staff reviewed the full response document, dated April 2012, and is of the opinion that most issues are adequately addressed as part of the completeness review. Based on the information contained in the Application and subject to FPL compliance with the County's recommended Conditions of Certification, and those of the other agencies with jurisdiction, the County recommends approval of the PEEC project."

Broward County's agency report is attached and incorporated as Appendix II-9.

9.0 PUBLIC COMMENTS

The DEP received no written comments from the public regarding the PEEC project.

10.0 VARIANCES

No variances from any applicable standards of any state, regional or local government agencies are being requested as part of this application.

11.0 CONCLUSIONS AND RECOMMENDATIONS

11.1 Construction Impacts

Construction of the proposed facilities necessary to implement the PEEC would have the following impacts:

- Construction parking and staging will be located mainly within the boundaries of the existing plant site with the potential for some offsite parking. Construction activities are not anticipated to adversely impact local or regional services or infrastructure.
- Given the existing developed nature of the site, and proposed measures and requirements to mitigate impacts to manatees, no adverse impacts to terrestrial or aquatic species are expected during construction of the PEEC.
- Level of service deficiencies may be experienced near the intersection of Eller Drive and SE 14th Avenue during peak construction. As indicated in the SCA, FPL will develop a traffic management plan to minimize the duration of any level of service deficiencies resulting from construction traffic.
- Based on the Applicant's analysis, dismantlement of the existing plant and construction of the PEEC should result in positive economic benefits for the surrounding area through employment opportunities and associated tax revenues. It is anticipated that the PEEC project will create an average of 290 and a peak of 650 direct jobs during the construction period, and deliver approximately \$372 million in new tax revenue to local governments and school districts over the 30 year lifetime of the facility.
- Dismantlement is anticipated to begin in the first quarter of 2013 and project construction to conclude in the summer of 2016. The peak construction period is estimated to be mid-2015.

11.2 Operational Impacts

- The proposed project will entail the replacement of the four existing (nominal 1,200 MW) oil and natural gas-fired electric generating units with a nominal 1,250 MW natural gas-fired combined cycle unit.
- PEEC will use 35 percent less fuel per MW than the existing plant and will result in a significant reduction in emissions of regulated air pollutants.
- It is anticipated that PEEC will result in a cumulative reduction of approximately 22 million tons of CO₂ emissions in FPL's system over a 30 year period.

- PEEC will require less process and cooling water than the existing plant.
- Because of the reduced intake water flow through the cooling system and installation of state-of-the-art traveling screens with an aquatic organism return system in the intake structures, it is expected that impacts to aquatic species from thermal loading and impingement and entrainment should be significantly reduced.

11.3 Agency Conclusions

The following table includes the recommendations of approval or denial from each of the affected agencies.

Table 2. Agency Recommendations

AGENCY	APPROVAL	DENIAL
PSC	√	
SFWMD	√	
FWC	√	
SFRPC	√	
DOT	√	
DEO	√	
DHR	√	
City of Hollywood	√	
Broward County	√	
DEP	√	

- 1) The PSC determined that the proposed PEEC is needed to meet FPL's reliability criteria, and recommends approval of the project.
- 2) The SFWMD recommends approval of the PEEC contingent upon the Applicant's compliance with SFWMD's specific Conditions of Certification.
- 3) The FWC recommends approval of the PEEC contingent upon the Applicant's compliance with FWC's specific Conditions of Certification regarding additional monitoring requirements for potential impacts to manatees and light management planning to mitigate potential impacts to nesting marine turtles.
- 4) The SFRPC recommends approval of the PEEC.
- 5) The DOT recommends approval of the PEEC contingent upon the Applicant's compliance with DOT's specific Conditions of Certification.
- 6) The DEO has no outstanding issues regarding the PEEC and recommends approval of the project.
- 7) The DHR foresees no adverse impacts to historical resources from the proposed PEEC and recommends approval of the project.

- 8) The City of Hollywood recommends approval contingent upon the Applicant's compliance with the City's specific Conditions of Certification.
- 9) Broward County recommends approval of the PEEC contingent upon the Applicant's compliance with the County's specific Conditions of Certification.
- 10) Based on the application and subsequent submittals, the DEP recommends approval of PEEC subject to the proposed Conditions of Certification.

11.4 Overall Recommendation

The DEP's recommendation includes consideration of the information provided in the agencies' reports required by 403.507(2)(a), F.S. Neither the failure of any agency to submit a report nor the inadequacy of a report is grounds to deny or condition certification. (403.507(6), F.S.)

If Florida Power & Light Company, as the Applicant, agrees to abide by the Conditions of Certification, attached and incorporated herein as Appendix I, the Department of Environmental Protection recommends certification of the Port Everglades Next Generation Clean Energy Center.

DONE AND ISSUED this 4th day of September 2012, at Tallahassee



Cindy Mulkey
Administrator,
Siting Coordination Office

Appendix I
Proposed Conditions of Certification

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



**Proposed
Conditions of Certification**

**Florida Power & Light Company
Port Everglades Next Generation Clean Energy Center**

PA 12-57

XXX XX, 2012

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Appendix I	NPDES Permit FL0001538

SECTION A: GENERAL CONDITIONS

SECTION A: GENERAL CONDITIONS

I. SCOPE

A. Pursuant to the Florida Electrical Power Plant Siting Act (PPSA), Sections 403.501-518, Florida Statutes (F.S.), and Chapter 62-17, Florida Administrative Code (F.A.C.), this Certification is issued to Florida Power & Light Company (FPL) as owner/operator and Licensee of the Port Everglades Next Generation Clean Energy Center (PEEC). Subject to the requirements contained in these Conditions of Certification (Conditions), FPL will operate a nominal 1250 megawatt (MW) natural gas-fired combine cycle unit (Unit 5), and associated facilities as described in the Site Certification application (SCA). The electric generating unit and associated facilities are located on approximately 67 acres within the existing 92.5-acre Port Everglades Plant site at 8100 Eisenhower Boulevard in Ft. Lauderdale, Broward County, Florida. The UTM coordinates are: Zone 17,587.38 km East, 2885.25 km North; and the latitude/longitude coordinates are: 26°05'08" North/80°07'31" West.

B. The Certified Facility includes but is not limited to the following major associated facilities;

1. Cooling system intake and discharge structures
2. Aquatic Organism Return System
3. ULSD fuel oil pipeline
4. 7 million gallon fuel oil storage tank
5. De-mineralized water storage tank
6. Natural gas compressor station

C. These Conditions, unless specifically amended or modified, are binding upon the Licensee and shall apply to the construction, operation and maintenance of the certified facility. If a conflict should occur between the design criteria of this certified facility and the Conditions, the Conditions shall prevail unless amended or modified. In any conflict between any of these Conditions, the more specific Condition governs.

D. Within 60 days after completion of construction of the electrical power plant as defined by 403.503(14), F.S., but excluding off-site linear and non-linear associated facilities, the Licensee shall provide to the Department in .pdf format: a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the site as defined by Section 403.503(28), F.S., and an aerial photograph delineating the boundaries of the site. The survey map and aerial photograph shall be identified as the Site Delineation and attached hereto as part of Attachment A (Maps).

The Licensee shall notify the Department of any change to the site boundary depicted in the Site Delineation in Attachment A (Maps). The notification shall be accompanied by an updated land survey map (or legal description) and aerial photograph delineating the new boundaries of the site for review by the Department. Absent the above description/delineation of the site, the Department will consider the perimeter fence line of the property on which the electrical power plant's generating facility and on-site support facilities are located to be the boundaries of the site.

SECTION A: GENERAL CONDITIONS

E. If both certified and uncertified facilities lie within the boundaries of the site, the Licensee shall also comply with the requirements of this paragraph. Within 60 days after completion of construction of the plant and on-site associated facilities, but excluding off-site linear and non-linear associated facilities, the Licensee shall provide to the Department in .pdf format: a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the certified areas within the site; and an aerial photograph delineating the boundaries of the certified areas within the site. The boundaries of the certified areas within the site shall include both the certified electrical power plant's generating facilities as defined in Section 403.503(28), F.S. and its on-site certified associated facilities (including on-site linear facilities) as defined by Section 403.503(7), F.S. The survey map and the aerial photograph shall be known as the Delineation of the Certified Area and attached hereto as part of Attachment A (Maps).

F. Within 120 days after completion of construction of any off-site associated non-linear facilities, the Licensee shall provide to the Department in .pdf format; a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the certified area for each off-site non-linear facility. The survey map(s) and aerial photographs shall be known as Delineation of Certified Off-Site Non-linear Facilities and attached hereto as part of Attachment A (Maps).

G. Within 180 days after completion of construction of any new associated off-site linear facilities, as defined by Section 403.503(7), F.S., the Licensee shall provide; an aerial photograph(s)/map(s) at a scale of at least 1:400, or acceptable equivalent documentation such as an official legal description or survey map(s) signed by a professional land surveyor, delineating the boundaries of the certified area for the linear facilities, following acquisition of all necessary property interests and the corridor narrowing as described in Section 403.503(11), F.S., which shall be known as the Delineation of Certified Off-Site Linear Facilities and attached as part of Attachment A (Maps).

Following any post-certification approvals that require a change to the boundaries of the certified area(s) depicted in the Delineation of Certified Off-Site Linear Facilities in Attachment A (Maps), the Licensee shall submit an updated aerial photograph/map, survey map or legal description.

[Sections 403.511, 403.5113, F.S.; subsections 62-4.160(1-2) and 62-17.205(2), F.A.C.]

II. APPLICABLE DEPARTMENT RULES

The construction, operation and maintenance of the certified facility shall be in accordance with all applicable non-procedural provisions of Florida Statutes and Florida Administrative Codes, including, but not limited to, the applicable non-procedural portions of the following regulations, except to the extent a variance, exception, exemption or other relief is granted in the final order of Certification or in a subsequent modification to the Conditions, under any federal permit or as otherwise provided under Chapter 403:

Florida Statutes:

Chapter 120 (Administrative Procedure Act)
Chapter 163 (Intergovernmental Programs)
Chapter 252 (Emergency Management)
Chapter 253 (State Lands)

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Chapter 258 (State Parks & Preserves)
Chapter 267 (Historical Resources)
Chapter 373 (Water Resources)
Chapter 376 (Pollutant Discharge Prevention and Removal)
Chapter 379 (Fish and Wildlife Conservation)
Chapter 380 (Land & Water Management)
Chapter 469 (Asbestos Abatement)
Chapter 403 (Environmental Control)
Chapter 487 (Pesticide Regulation and Safety)
Chapter 556 (Underground Facility Damage Prevention and Safety)

Florida Administrative Codes:

18-2 (Management of Uplands Vested in the Board of Trustees)
18-14 (Administrative Fines for Damaging State Lands)
18-20 (Aquatic Preserves)
18-21 (Sovereign Submerged Lands Management)
62-4 (Permits)
62-17 (Electrical Power Plant Siting)
62-25 (Regulation of Stormwater Discharge)
62-40 (Water Resource Implementation Rule)
62-150 (Hazardous Substance Release Notification)
62-160 (Quality Assurance)
62-204 (Air Pollution Control-General Provisions)
62-210 (Stationary Sources-General Requirements)
62-212 (Stationary Sources-Preconstruction Review)
62-213 (Operation Permits for Major Sources of Air Pollution)
62-214 (Requirements for Sources Subject to the Federal Acid Rain Program)
62-256 (Open Burning)
62-296 (Stationary Sources-Emission Standards)
62-297 (Stationary Sources-Emission Monitoring)
62-301 (Surface Waters of the State)
62-302 (Surface Water Quality Standards)
62-304 (Total Maximum Daily Loads)
62-312 (Dredge and Fill Activities)
62-330 (Environmental Resource Permitting)
62-340 (Delineation of the Landward Extent of Wetlands and Surface Waters)
62-341 (Noticed General Environmental Resource Permits)
62-343 (Environmental Resource Permit Procedures)
62-345 (Uniform Mitigation Assessment Method)
62-520 (Groundwater Classes, Standards and Exemptions)
62-528 (Underground Injection Control)
62-531 (Water Well Contractor Licensing Requirements)
62-532 (Water Well Permitting and Construction Requirements)
62-550 (Drinking Water Standards, Monitoring and Reporting)
62-555 (Permitting, Construction, Operation, and Maintenance of Public Water Systems)
62-560 (Requirements for Public Water Systems That Are Out of Compliance)

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62-600 (Domestic Wastewater Facilities)
62-601 (Domestic Wastewater Treatment Plant Monitoring)
62-604 (Collection Systems and Transmission Facilities)
62-610 (Reuse of Reclaimed Water and Land Application)
62-620 (Wastewater Facility and Activities Permitting)
62-621 (Generic Permits)
62-650 (Water Quality Based Effluent Limitations)
62-660 (Industrial Wastewater Facilities)
62-699 (Classification and Staffing of Water or Domestic Wastewater Treatment Plants and Water Distribution Systems)
62-701 (Solid Waste Management Facilities)
62-702 (Solid Waste Combustor Ash Management)
62-710 (Used Oil Management)
62-730 (Hazardous Waste)
62-737 (Management of Spent Mercury-Containing Lamps and Devices Destined For Recycling)
62-740 (Petroleum Contact Water)
62-761 (Underground Storage Tank Systems)
62-762 (Aboveground Storage Tank Systems)
62-769 (Florida Petroleum Liability and Restoration Insurance Program)
62-770 (Petroleum Contamination Site Clean-Up Criteria)
62-780 (Contaminated Site Clean-Up Criteria)
62-807 (Natural Gas Transmission Pipeline)
62-814 (Electric and Magnetic Fields)
64E-6 (Standards for Onsite Sewage Treatment and Disposal Systems)
40E-4 (Surface Water Management)
40E-40 (General Surface Water Management Permits)
40E-41 (Surface water Management Basin and Related Criteria)
Basis of Review for ERP Applications

III. REVISIONS TO DEPARTMENT STATUTES AND RULES

A. The Licensee shall comply with rules adopted by the Department subsequent to the issuance of the Certification under the PPSA which prescribe new or stricter criteria, to the extent that the rules are applicable to electrical power plants. Except when express variances, exceptions, exemptions, or other relief have been granted, subsequently adopted Department rules which prescribe new or stricter criteria shall operate as automatic modifications to the Certification.

B. Upon written notification to the Department, the Licensee may choose to operate the certified electrical power plant in compliance with any rule subsequently adopted by the Department which prescribes criteria more lenient than the criteria required by the terms and Conditions in the Certification which are not site-specific.

[Section 403.511(5)(a) and (b), F.S.; subsection 62-4.160(10), F.A.C.]

IV. DEFINITIONS

The meaning of terms used herein shall be governed by the applicable definitions contained in Chapters 373 and 403, F.S., and any regulation adopted pursuant thereto. In the

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event of any dispute over the meaning of a term used in these Conditions which is not defined in such statutes or regulations, such dispute shall be resolved by reference to the most relevant definitions contained in any other state or federal statute or regulation or, in the alternative by the use of the commonly accepted meaning. As used herein, the following shall apply:

A. “Application” means the documents required by the Department to be filed to initiate a certification review and evaluation, including the initial document filing, amendments, and responses to requests from the Department for additional data and information. For purposes of this license, the Site Certification application shall also include materials submitted for post-certification amendments and petitions for modification to the Conditions of Certification, as well as supplemental applications.

B. “Associated Facilities” is defined by Section 403.503(7), F.S.

C. “Certified Area” means the area within the site in which the certified facilities are located. For linear facilities this term shall mean the area encompassed by the boundaries of the certified easements and/or ROWs.

D. “Certified Facility” or “Certified Facilities” means the certified electrical power generation facilities and all on- or off-site associated structures including but not limited to: steam generating units, transformers, substations, fuel and water storage tanks, air and water pollution control equipment, storm water control ponds and facilities, cooling towers, and related structures. This term shall also mean linear and associated facilities, including but not limited to: transmission lines, natural gas pipelines, and compressor stations.

E. “DEO” means the Florida Department of Economic Opportunity.

F. “DEM” shall mean the Florida Division of Emergency Management.

G. “DEP” or “Department” means the Florida Department of Environmental Protection.

H. “DHR” means the Florida Department of State, Division of Historical Resources.

I. “DOT” means the Florida Department of Transportation.

J. “Emergency conditions” or “Emergency reporting” means urgent circumstances involving potential adverse consequences to human life or property as a result of weather conditions or other calamity.

K. “Feasible” or “Practical” means reasonably achievable considering a balance of land use impacts, environmental impacts, engineering constraints, and costs.

L. “FWC” means the Florida Fish and Wildlife Conservation Commission.

M. “Licensee” means an applicant that has obtained a Certification order for the subject project.

N. “NPDES permit” means a federal National Pollutant Discharge Permit System permit issued by DEP in accordance with the federal Clean Water Act.

O. “Port Everglades” means the FPL Port Everglades Plant in Broward County, Florida.

P. “PEEC” means the FPL Port Everglades Next Generation Clean Energy Center.

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Q. “PSD permit” means a federal Prevention of Significant Deterioration air emissions permit issued by DEP in accordance with the federal Clean Air Act.

R. “ROW” means the right-of-way to be selected by the Licensee within the certified corridor in accordance with the Conditions of Certification and as defined in Section 403.503(27), F.S.

S. “Site” means any proposed location within which will be located an electrical power plant's generating facility and onsite support facilities, or an alteration or addition of electrical generating facilities and onsite support facilities resulting in an increase in generating capacity, including offshore sites within state jurisdiction.

T. “SFWMD” means the South Florida Water Management District.

U. “Surface Water Management System” or “System” means a stormwater management system, dam, impoundment, reservoir, appurtenant work, or works, or any combination thereof. The terms “surface water management system” or “system” include areas of dredging or filling, as those terms are defined in Sections 373.403(13) and (14), F.S.

V. “Title V permit” means a federal permit issued by DEP in accordance with Title V provisions of the federal Clean Air Act.

V. DEPARTMENT PERMITS UNDER FEDERAL PROGRAMS

This Certification is not a waiver of any other Department approval that may be required under federally delegated or approved programs. The provisions of the following federal permits shall be Conditions of this Certification to the extent the provisions of those permits apply to the certified facility(ies). The Licensee shall comply with the applicable provisions and limitations set forth in the permits listed below, and as those provisions may be modified, amended, or renewed in the future by the Department. The Department may consider a violation of any of these permits as a violation of this license.

A. Air

All Air Construction Permits and Title V Air Operation Permits in force for the certified parts of facility ID 0110036 are incorporated by reference herein as part of these Conditions. The Air Construction and Title V Air Operation Permits can be found at this web link using the facility ID number listed above:

<http://appprod.dep.state.fl.us/air/emission/apds/default.asp>.

[Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-214, 62-296, and 62-297, F.A.C.]

B. Water

1. NPDES Industrial Wastewater Discharge

Licensee shall comply with all applicable provisions of NPDES permit No. FL0001538 (attached as Appendix I) as well as any subsequent modifications, amendments and/or renewals.

[Chapter 62-620, F.A.C.]

2. NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)

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Any storm water discharges associated with construction activities on the site shall be in accordance with all applicable provisions of Chapter 62-621, F.A.C. Prior to commencing construction activities on the site that:

- contribute to stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4); and
- disturb one or more acres of land (less than one acre if the activity is part of a larger common plan of development);

a Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) must be obtained as applicable.

[Section 403.0885, F.S.; Rule 62-621.300, F.A.C.]

3. NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity.

Any storm water discharges associated with industrial activity on the site shall be in accordance with all applicable provisions of Chapter 62-621, F.A.C. For industrial activities at the site that result in a discharge of stormwater to surface waters of the State or into a municipal separate storm sewer system (MS4), and fall under any one of the 11 categories of industrial activities identified in 40 CFR 122.26(b)(14), a Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (MSGP) shall be obtained as applicable.

[Section 403.0885, F.S.; Rule 62-621.300, F.A.C.]

4. NPDES Generic Permit for Discharge of Produced Ground Water from any Non-Contaminated Site Activity

Prior to discharge of produced ground water from any non-contaminated site activity which discharges by a point source to surface waters of the State, as defined in Chapter 62-620, F.A.C., the Licensee must first obtain coverage under the Generic Permit for Discharge of Produced Ground Water From any Non-Contaminated Site Activity. Similarly, if the activity involves a point source discharge of ground water from a petroleum contaminated site, the Licensee must obtain coverage under the Generic Permit for discharge from petroleum contaminated sites. Before discharge of ground water can occur from such sites, analytical tests on samples of the proposed untreated discharge water shall be performed as required by Rule 62-621.300, F.A.C., to determine if the activity can be covered by either permit.

If the activity cannot be covered by either generic permit, the Licensee shall apply for an individual wastewater permit at least ninety (90) days prior to the date discharge to surface waters of the State is expected. No discharge to surface water is permissible without an effective permit.

[Section 403.0885, F.S.; Rule 62-621.300, F.A.C.]

VI. DESIGN AND PERFORMANCE CRITERIA

Certification, including these Conditions, is predicated upon preliminary designs, concepts, and performance criteria described in the SCA or in testimony and exhibits in support of Certification. Final engineering design will be consistent and in substantial compliance with the preliminary information described in the SCA or as explained at the Certification hearing (if

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any). Conformance to those criteria, unless specifically modified in accordance with Sections 403.516, 403.5315, 403.9418, F.S., and Rule 62-17.211, F.A.C., is binding upon the Licensee in the design, construction, operation and maintenance of the certified facility.

[Sections 403.511 (2)(a) and 403.516, F.S.; Rules 62-4.160(2) and 62-17.211, F.A.C.]

VII. NOTIFICATION

A. If, for any reason, the Licensee does not comply with or will be unable to comply with any Condition or limitation specified in this license, the Licensee shall immediately provide the appropriate DEP District and/or Branch Office with the following information:

1. A description of and cause of noncompliance; and
2. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The Licensee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this Certification.

All notifications which are made in writing shall additionally be immediately provided to the Siting Coordination Office (SCO) via email to SCO@dep.state.fl.us.

[subsection 62-4.160(8), F.A.C.]

B. The Licensee shall promptly notify the SCO in writing of any previously submitted information concerning the certified facility that is later discovered to be inaccurate.

[subsection 62-4.160(15), F.A.C.]

C. Within 60 days after Certification of any associated linear facility the Licensee shall file a notice of the certified route with the Department and the clerk of the circuit court for each county through which the corridor will pass.

The notice shall consist of maps or aerial photographs in the scale of 1:24,000 which clearly show the location of the certified route and shall state that the Certification of the corridor will result in the acquisition of rights-of-way within the corridor. The Licensee shall certify to the Department and clerk that all lands required for the transmission line rights-of-way within the corridor have been acquired within such county.

[Section 403.5112, F.S.]

VIII. REPLACEMENT FOR RESTORATION OF SYSTEM INTEGRITY

A. The Department will use its enforcement discretion when evaluating violations that result from operating the certified facility under emergency conditions. During and after the emergency conditions, the Licensee must use due diligence to bring the facility back into compliance as soon as possible. In addition, the Licensee must use its best efforts and best management practices to minimize adverse environmental impacts. The Licensee shall notify the SCO and the appropriate DEP District Office when the emergency condition has ended. Furthermore, the Licensee must include all monitoring data, which would otherwise be required under normal operating circumstances, recorded during emergency conditions when submitting reports as required by these Conditions. Any exceedances and/or violations recorded during emergency conditions shall be reported as such, but the Department acknowledges that it intends

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to use its enforcement discretion during this timeframe. This acknowledgement by the Department does not constitute a waiver or variance from any requirements of any federal permit. Relief from any federal agency must be separately sought.

[Sections 403.511, 403.531, and 403.9416, F.S.]

IX. CONSTRUCTION PRACTICES

A. Local Building Codes

Subject to the Conditions set forth herein, this certification constitutes the sole license of the state and any agency as to the approval of the location of the site and any associated facility and the construction and operation of any certified facility. The Licensee is not required to obtain building permits for certified facilities. However, this certification shall not affect in any way the right of any local government to charge appropriate fees or require that construction of installations used by the electric utility that are not an integral part of a generating plant, substation, or control center (such as office buildings, warehouses, garages, machine shops, and recreational buildings) be in compliance with applicable building construction codes. Such fees and compliance with such construction codes are outside of the scope of this certification.

[Section 403.511(4), F.S.]

B. Open Burning

Prior to open burning in connection with land clearing, the Licensee shall seek authorization from the Florida Forest Service in accordance with the requirements of Chapters 62-256 and 5I-2, F.A.C.

[Chapters 5I-2 and 62-256, F.A.C.]

C. Flood Control Protection

The certified facilities shall be constructed in a manner that complies with any applicable non-procedural County flood protection requirements.

D. Sanitary Wastes

Disposal of sanitary wastes from construction toilet facilities shall be in accordance with applicable regulations of the DEP and Broward County health agency.

E. Vegetation

For areas located in any Florida Department of Transportation (DOT) ROW, Chapter 7 of the Florida DOT *Utility Accommodation Manual* available on the DOT website (<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/710020001/Chapter-7.pdf>) shall serve as guidelines for best management practices.

F. Existing Underground Utilities

The Licensee must follow all applicable portions of the Underground Facility Damage Prevention and Safety Act, Chapter 556, F.S. The Licensee shall provide the affected local government and the SCO with copies of valid tickets obtained from Sunshine State One Call of Florida upon request. Tickets shall be available for request until the underground work is completed for the affected area.

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[Chapter 556, F.S.]

G. Electric and Magnetic Fields (EMF)

Any transmission lines and electrical substations shall comply with the applicable requirements of Chapter 62-814, F.A.C.

[Chapter 62-814, F.A.C.]

H. Existing Wells

Any existing wells to be impacted in the path of construction that will no longer be used shall be abandoned by a licensed well contractor. All abandoned wells shall be filled and sealed in accordance with subsection 62-532.500(5), F.A.C., or with the rules of the authorizing agency, or consistent with these Conditions.

[Rules 62-532.400 and 62-532.500(5), F.A.C.]

I. Abandonment of Existing Septic Tanks

Any existing septic tanks to be impacted by construction and that will no longer be used shall be abandoned in accordance with Rule 64E-6.011, F.A.C., unless these Conditions provide otherwise.

[Chapter 64E-6, F.A.C.]

X. RIGHT OF ENTRY

A. Upon presentation of credentials or other documents as may be required by law, the Licensee shall allow authorized representatives of the Department or other agencies with jurisdiction over a portion of the certified facility and any authorized off-site mitigation/compensation or otherwise associated areas:

1. At reasonable times, to enter upon the certified facility in order to monitor activities within their respective jurisdictions for purposes of assessing compliance with this Certification; or
2. During business hours, to enter the Licensee's premises in which records are required to be kept under this Certification; and to have access to and copy any records required to be kept under this Certification.

B. When requested by the Department, on its own behalf or on behalf of another agency with regulatory jurisdiction, the Licensee shall within 10 working days, or such longer period as may be mutually agreed upon by the Department and the Licensee, furnish any information required by law, which is needed to determine compliance with the Certification. If the Licensee becomes aware that relevant facts were not submitted or were incorrect in the SCA or in any report to the Department or other agencies, such facts or information shall be promptly corrected and submitted.

[paragraph 62-4.160(7)(a) and subsection 62-4.160(15), F.A.C.]

XI. DISPUTE RESOLUTION

A. General

If a situation arises in which mutual agreement between either the Department and the Licensee, or the Department and an agency with substantive regulatory jurisdiction over a matter

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cannot be reached, the Department shall act as a facilitator in an attempt to resolve the issue. If the dispute is not resolved in this initial informal meeting, Licensee may request a second informal meeting in which both Licensee and the agency with substantive regulatory jurisdiction over the matter at issue can participate in an attempt to resolve the issue. If, after such meetings, a mutual agreement cannot be reached between the parties, then the matter shall be referred to the Division of Administrative Hearings (DOAH) for disposition in accordance with the provisions of Chapter 120, F.S. The Licensee or the Department may request DOAH to establish an expedited schedule for the processing of such a dispute. Any filing with DOAH shall state with particularity the specific project and geographic location to which the dispute relates. Work unrelated to the specific project and in areas other than the location to which the dispute relates will not be affected by the dispute.

B. Modifications

If written objections are filed regarding a modification, and the objections address only a portion of a requested modification, then the department shall issue a Final Order approving the portion of the modification to which no objections were filed, unless that portion of the requested modification is substantially related to or necessary to implement the portion to which written objections are filed.

C. Post-Certification Submittals

If it is determined, after assessment of a post-certification submittal, that compliance with the Conditions will not be achieved for a particular portion of a submittal, the Department may make a separate assessment of other portions of the submittal, unless those portions of the submittal are substantially related to or necessary to implement that portion for which it has been determined that compliance with the Conditions will not be achieved.

[Sections 120.57, F.S. and Rule 62-17.211, F.A.C.]

XII. SEVERABILITY

The provisions of this Certification are severable, and if any provision of this Certification or the application of any provision of this Certification to any circumstance is held invalid, the remainder of the Certification or the application of such provision to other circumstances shall not be affected thereby.

XIII. ENFORCEMENT

A. The terms, conditions, requirements, limitations and restrictions set forth in these Conditions are binding and enforceable pursuant to Sections 403.141, 403.161, 403.514, 403.727, and 403.859 through 403.861, F.S., as applicable. Any noncompliance by the Licensee with these Conditions constitutes a violation of Chapter 403, F.S., and is grounds for enforcement action, license termination, license revocation, or license revision. The Licensee is placed on notice that the Department may review this Certification periodically and may initiate enforcement action for any violation of these Conditions.

B. All records, notes, monitoring data and other information relating to the construction or operation of the certified facility which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the certified facility and arising under the Florida Statutes or Department rules, subject to the restrictions in Sections 403.111 and 403.73, F.S. During enforcement actions, the retention period for all records will be

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extended automatically unless otherwise stipulated by the Department. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

[Sections 403.121, 403.131, 403.141, 403.151, 403.161, and 403.514, F.S.; subsections 62-4.160(1) and 62-4.160(9), F.A.C.]

XIV. REVOCATION OR SUSPENSION

The Certification shall be final unless revised, revoked or suspended pursuant to law. This Certification may be suspended or revoked pursuant to Sections 403.512, F.S, or for violations of any of these Conditions. This Certification is valid only for the specific processes and operations identified in the SCA, or approved in the final order of Certification, indicated in the testimony and exhibits in support of Certification, indicated in a post-certification submittal, or approved in a subsequent amendment or modification of the Certification. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this approval may constitute grounds for revocation and enforcement action by the Department. Any enforcement action, including suspension and revocation, shall only affect the portion(s) of the certified facility that are the cause of such action, and other portions of the certified facility shall remain unaffected by such action.

[Sections 403.512, F.S.; subsection 62-4.160(2), F.A.C.]

XV. REGULATORY COMPLIANCE

As provided in Sections 403.087(7) and 403.722(5), F.S., the issuance of this license does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This license is not a waiver of or approval of any other Department license/permit that may be required for other aspects of the certified facility which are not addressed in this license. This license does not relieve the Licensee from liability for harm or injury to human health or welfare, animal, or plant life, or public or private property caused by the construction or operation of this certified facility, or from penalties therefore.

[subsections 62-4.160(3) and 62-4.160(5), F.A.C.]

XVI. CIVIL AND CRIMINAL LIABILITY

Except to the extent a variance, exception, exemption or other relief is granted in the final order of Certification, in a subsequent modification to these Conditions, or as otherwise provided under Chapter 403, F.S, this Certification does not relieve the Licensee from civil or criminal penalties for noncompliance with any Condition of Certification, applicable rules or regulations of the Department, or any other state statutes or regulations which may apply.

[Sections 403.141, 403.161, 403.511, F.S.]

XVII. USE OF STATE LANDS

A. The issuance of this license conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

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B. If any portion of the certified facility is located on sovereign submerged lands, state-owned uplands, or within an aquatic preserve, then the Licensee must comply with the applicable portions of Chapters 18-2, 18-20, and 18-21, F.A.C., and Chapters 253 and 258, F.S. If any portion of the certified facility is located on sovereign submerged lands, the Licensee must submit section G of the Joint Application for Environmental Resource Permits to the Department prior to construction. If any portion of the certified facility is located on state-owned uplands, the Licensee must submit an Upland Easement Application to the Department prior to construction.

C. If a portion of the certified facility is located on sovereign submerged lands or state-owned uplands owned by the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, then the proposed activity on such lands requires a proprietary authorization. Under such circumstances, the proposed activity is not exempt from the need to obtain a proprietary authorization. The Department has the responsibility to review and take action on requests for proprietary authorization in accordance with Rules 18-2.018 or 18-21.0051, F.A.C.

D. The Licensee is hereby advised that Florida law states: “No person shall commence any excavation, construction, or other activity involving the use of sovereign or other state lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Environmental Protection under Chapter 253, F.S., until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.” Pursuant to Chapter 18-14, F.A.C., if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

E. The terms, conditions, and provisions of any required lease or easement issued by the State shall be met. Any construction activity associated with the certified facility shall not commence on sovereign submerged lands or state owned uplands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required lease or easement documents have been executed.

[Chapters 253 and 258, and Section 403.511, F.S.; Chapter 3.1.1. of the B.O.R.; Chapters 18-2, 18-14, 18-21, 62-340, and subsections 62-343.900(1) and 62-4.160(4), F.A.C.; Upland Easement Application and Section G of the Environmental Resource Permit Application Form.]

XVIII. PROCEDURAL RIGHTS

Except as specified in Chapter 403, F.S., or Chapter 62-17, F.A.C., no term or Condition of Certification shall be interpreted to preclude the post-certification exercise by any party of whatever procedural rights it may have under Chapter 120, F.S., including those related to rule-making proceedings.

[Section 403.511(5)(c), F.S.]

XIX. AGENCY ADDRESSES FOR POST-CERTIFICATION SUBMITTALS AND NOTICES

Where a Condition requires post-certification submittals and/or notices to be sent to a specific agency, the following agency addresses shall be used unless the Conditions specify

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otherwise or unless the Licensee and the Department are notified in writing of an agency's change in address for such submittals and notices:

Florida Department of Environmental Protection
Siting Coordination Office, MS 48
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3900

Florida Department of Environmental Protection
Southeast District Office
400 North Congress Ave., Ste. 200
West Palm Beach, FL 33401-2913

Florida Department of Economic Opportunity
Office of the Secretary
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Florida Fish & Wildlife Conservation Commission
Office of Policy and Stakeholder Coordination
620 South Meridian Street
Tallahassee, FL 32399-1600

Florida Department of Transportation
District Administration
605 Suwannee Street
Tallahassee, FL 32399-0450

Florida Department of Agriculture and Consumer Services
Division of Forestry
3125 Conner Boulevard
Tallahassee, FL 32399-1650

South Florida Water Management District
Office of General Counsel
3301 GunClub Road
West Palm Beach, FL 33406

Florida Department of State
Division of Historical Resources
500 S. Bronough Street
Tallahassee, FL 32399-0250

City of Hollywood
Planning and Development Services
2600 Hollywood Boulevard, Rm. 315
Hollywood, FL 33022-9045

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Broward County
Office of General Counsel
115 S. Andrews Ave.
Ft. Lauderdale, FL 33301

[Section 403.511, F.S.]

XX. PROCEDURES FOR POST-CERTIFICATION SUBMITTALS

A. Purpose of Submittals

Conditions which provide for the post-certification submittal of information to DEP or other agencies by the Licensee are for the purpose of facilitating the agencies' monitoring of the effects arising from the location of the certified facility and the construction and maintenance of the certified facility. This monitoring is for DEP to assure, in consultation with other agencies with applicable regulatory jurisdiction, continued compliance with these Conditions, without further agency action. A submittal of information or determination of compliance pursuant to a post-certification submittal under this Condition does not provide a point of entry for a third party.

B. Filings

All post-certification submittals of information by Licensee are to be filed with the SCO, the DEP District Office(s), and any other agency that is entitled to receive a submittal pursuant to these Conditions. All filings with the SCO shall be submitted in electronic .pdf format only, unless otherwise requested. Each submittal shall clearly identify the certified facility name, PA#, and the Condition number/s (i.e. Section X, Condition XX.y.(z)) requiring the submittal. As required by Section 403.5113(2), F.S., each post-certification submittal will be reviewed by each agency with regulatory authority over the matters addressed in the submittal on an expedited and priority basis.

[Section 403.5113, F.S., subsection 62-17.191(3), F.A.C.]

C. Completeness

DEP shall review each post-certification submittal for completeness. This review may include consultation with the other agency/ies receiving the post-certification submittal with regulatory jurisdiction over the matter addressed in the submittal. DEP's finding of completeness shall specify the area of the certified facility affected, and shall not delay further processing of the post-certification submittal for non-affected areas.

If any portion of a post-certification submittal is found to be incomplete, the Licensee shall be so notified. Failure to issue such a notice within 30 days after filing of the submittal shall constitute a finding of completeness. Subsequent findings of incompleteness, if any, shall address only the newly filed information.

[subparagraph 62-17.191(1)(c) 2, F.A.C.]

D. Interagency Meetings

DEP may conduct an interagency meeting with other agencies that received a post-certification submittal. The purpose of such an interagency meeting shall be for the

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agencies with regulatory jurisdiction over the matters addressed in the post-certification submittal to discuss whether compliance with these Conditions has been provided. Failure of DEP to conduct an interagency meeting or failure of any agency to attend an interagency meeting shall not be grounds for DEP to withhold a determination of compliance with these Conditions nor to delay the timeframes for review established by these Conditions. At DEP's request, a field inspection shall be conducted with the Licensee and the agency representative in conjunction with the interagency meeting.

E. Determination of Compliance

DEP shall give written notification within 90 days, to the Licensee and the other agency/ies to which the post-certification information was submitted of DEP's determination of whether there is demonstration of compliance with these Conditions. If it is determined that compliance with the Conditions has not been provided, the Licensee shall be notified with particularity of the deficiencies and possible corrective measures suggested. Failure to notify Licensee in writing within 90 days of receipt of a complete post-certification submittal shall constitute a determination of compliance. A post-certification compliance review may be the basis for initiating modifications to the relevant Condition or to other related Conditions.

F. Commencement of Construction

If DEP does not object within the time period specified in paragraph E. above, Licensee may begin construction pursuant to the terms of these Conditions and the subsequently submitted construction details.

G. Revisions to Design Previously Reviewed for Compliance

If revisions to site-specific designs occur after submittal, the Licensee shall submit revised plans prior to construction for review in accordance with the post-certification process specified in this Condition.

H. Variation to Submittal Requirements

DEP, in consultation with the appropriate agencies that have regulatory authority over a matter to be addressed in a post-certification submittal, and Licensee may jointly agree to vary any of the post-certification submittal requirements, provided the information submitted is sufficient to provide reasonable assurances of compliance with these Conditions.

[Sections 120.569, 373.413, 373.416, and 403.511, F.S.; Rules 62-17.191 and 62-17.205, F.A.C.]

XXI. POST-CERTIFICATION SUBMITTAL REQUIREMENTS SUMMARY

Within 90 days after Certification, and within 90 days after any subsequent modification or Certification, the Licensee shall provide the Department a complete summary of those post-certification submittals that are identified in these Conditions when due-dates for the information required of the Licensee have been identified. A summary shall be provided as a separate document for each transmission line, if any. Such submittals shall include, but are not limited to, monitoring reports, management plans, wildlife surveys, etc. The summary shall be provided to the SCO, in a sortable spreadsheet, electronically, in the format shown below or equivalent. For subsequent modifications and certifications, a Post-Certification Submittal Requirements Summary shall be required for only those resulting in new or altered post-certification requirements.

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Condition Number	Requirement and Timeframe	Due Date	Name of Agency or Agency Subunit to whom the submittal is required to be provided

[Section 403.5113, F.S.; Subsection 62-17.191(3), F.A.C.]

XXII. POST CERTIFICATION AMENDMENTS

If, subsequent to Certification, the Licensee proposes any material change to the SCA and revisions or amendments thereto, as certified, the Licensee shall submit a written request for amendment and a description of the proposed change to the SCA to the Department. Within 30 days after the receipt of a complete request for an amendment, the Department shall determine whether the proposed change to the application requires a modification to the Conditions.

A. If the Department concludes that the change would not require a modification to the Conditions, the Department shall provide written notification of the approval of the proposed amendment to the Licensee, all agencies, and all other parties to the Certification.

B. If the Department concludes that the change would require a modification to the Conditions, the Department shall provide written notification to the Licensee that the proposed change to the SCA requires a request for modification pursuant to Sections 403.516, F.S.

[Section 403.5113, F.S.]

XXIII. MODIFICATION OF CERTIFICATION

A. Pursuant to Sections 403.516(1)(a), F.S., and Rule 62-17.211, F.A.C., the Siting Board hereby delegates the authority to the Department to modify any Condition which would not otherwise require approval by the Siting Board, after notice and receipt of no objection by a party to the Certification within 45 days after notice by mail to the party's last address of record, and if no other person whose substantial interests will be affected by the modification objects in writing within 30 days of public notice.

B. The Department may modify Conditions, in accordance with Section 403.516(1)(b), F.S., which are inconsistent with the terms of any subsequent and separately DEP-issued permits, permit amendments, permit modifications, or permit renewals under a federally delegated or federally approved permit program. Such modification may be made without further notice if the matter has been previously noticed under the requirements for any federally delegated or approved permit program.

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C. In accordance with Section 403.516(1)(c), F.S., the Licensee may file a petition for modification with the Department, or the Department may initiate the modification upon its own initiative.

D. Any anticipated facility expansions, production increases, or process modifications which may result in new, different or increased discharge or emission of pollutants, change in fuel, or expansion in generating capacity must be reported by submission of an appropriate request for an amendment, modification, or certification.

E. Any anticipated facility change that results in a change to the Site Delineation or the Delineation of the Certified Area, attached hereto as part of Attachment A (Maps), must be accompanied by a map or aerial photo showing the proposed new boundaries of the site and/or certified area. Within 120 days after completion of construction of the approved facility change, the Licensee shall provide the information required by Section A. General Conditions, Condition I. Scope, paragraphs D, E, F, or G, as appropriate.

[Sections 120.569(2)(n), 403.511(5)(a), and 403.516, F.S.; Rule 62-17.211, F.A.C.]

XXIV. INCORPORATION OF EXISTING STATE AND LOCAL PERMITS/LICENSES

The operation of the certified facility shall be in accordance with all applicable provisions of any state or local government regulation. All state and locally issued permits are intended to be incorporated herein, such that the Licensee shall comply with the substantive provisions and limitations set forth in those permits. The inadvertent omission of any state or locally issued permit/approval from these Conditions can be remedied by a modification of the Conditions to include provisions from the state or locally issued permit/approval.

At any time following certification, should the Licensee become aware of any state or locally issued permit/approval not included herein, the Licensee shall promptly notify the SCO for incorporation into these Conditions. Likewise, when the Department is made aware of any separately issued permits/approvals that were inadvertently not included in the Conditions, the Conditions will be modified to incorporate the substantive provisions and limitations of any such permit/approval.

XXV. COASTAL ZONE CONSISTENCY

Pursuant to Sections 373.428 and 403.511, F.S., certification of the facility constitutes the State's concurrence that the licensed activity or use is consistent with the federally approved program under the Florida Coastal Management Act.

[Sections 373.428, 380.23 and 403.511(7), F.S.]

XXVI. FINANCIAL RESPONSIBILITY

The Department may require the Licensee to submit proof of financial responsibility and may require the Licensee to post an appropriate bond in those instances where the Department is authorized to require proof of financial responsibility or a bond pursuant to a law or Department rule that is applicable to the certified facility.

[Rule 62-4.110, F.A.C.]

XXVII. TRANSFER OF CERTIFICATION

A. This Certification is transferable in whole or in part, upon Department approval, to an entity determined to be able to comply with these Conditions. A transfer of Certification of all or part of the certified facility may be initiated by the Licensee's filing of a Notice of Intent to Transfer Certification with the Department and the parties. The notice of intent shall identify the intended new Certification holder or Licensee and the identity of the entity responsible for compliance with the Certification. Parties shall have 30 days to file in writing with the Department any objections to transfer of the certification. Upon the filing with the Department of a written agreement from the intended new Licensee to abide by all the Conditions of Certification and applicable laws and regulations, the transfer shall be approved unless the Department objects to the transfer on the grounds of the inability of the new Licensee to comply with the Conditions of Certification, specifies in writing its reasons therefore, and gives notice and opportunity to petition for a Section 120.57, F.S., administrative hearing. Upon approval, the Department will initiate a modification to the Conditions to reflect the change in ownership in accordance with Rule 62-17.211, F.A.C.

B. In the event of the dissolution of the Licensee, the Department may transfer Certification to successor entities which are determined to be competent to construct, operate and maintain the certified facility in accordance with the Conditions of Certification and which are proper applicants as defined by the PPSA. Upon determination that such a successor entity complies with the requirements for transfer of Certification, the Department will initiate a modification to the Conditions to reflect the change in ownership in accordance with Rule 62-17.211, F.A.C.

[Rule 62-17.211, F.A.C.]

XXVIII. LABORATORIES AND QUALITY ASSURANCE

Chemical, physical, biological, microbiological and toxicological data collected as a requirement of these Conditions must be reliable, and collected and analyzed by scientifically sound procedures. Unless otherwise specified in these Conditions, the Licensee shall adhere to the minimum field and laboratory quality assurance, methodological and reporting requirements of the Department as set forth in Chapter 62-160, F.A.C. Standard Operating Procedures can be downloaded from the following website: <http://www.dep.state.fl.us/labs/qa/sops.htm>.

[Rule 62-160, F.A.C.]

XXIX. ENVIRONMENTAL RESOURCES

A. General

1. Submittals for Construction Activities

a. Prior to the commencement of construction of new facilities and/or associated facilities the Licensee shall provide to the appropriate DEP District's Environmental Resource Permitting Section(s) for review, all information necessary for a complete *Joint Application for Environmental Resource Permit* (ERP), DEP Form 62-343.900(1), F.A.C.

This form may: a) have been submitted concurrently with a SCA; b) be submitted as part of an amendment request or a petition for modification; or c) be submitted as a post-certification submittal following approval of a project through certification, modification or amendment. Such ERP submittals, once received, shall be reviewed in

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accordance with the non-procedural standards and criteria for issuance of an ERP, including all the provisions related to reduction and elimination of impacts, conditions for issuance, additional conditions for issuance, and mitigation contained in Chapters 62-330, 62-341, and 62-343, F.A.C., as applicable unless otherwise stated in these Conditions.

Those forms submitted as part of a SCA, an amendment, or modification, shall be processed concurrently with, and under the respective certification, amendment, or modification procedures. Those forms submitted as a post-certification submittal (after certification, modification, or amendment and prior to construction) shall be processed in accordance with Section A. Condition XX. Procedures for Post-Certification Submittals.

No construction shall commence on a Project feature, or in a particular segment for a linear facility, until the Department has determined that there is a demonstration of compliance with these Conditions. For post-certification submittal reviews, the Department's determination is governed by Section A., Condition XX. Procedures for Post-Certification Submittals.

b. Concurrent with submittal of the DEP form required in Subparagraph A.1.a., above, the Licensee shall submit, as applicable, a survey of wetland and surface water areas as delineated in accordance with Chapter 62-340, F.A.C., and verified by appropriate agency staff for Department approval. Available DEP-approved wetland and surface water delineations within the boundaries of a certified site or a portion thereof may be used and reproduced for this delineation submittal and verification.

[Chapter 62-340, F.A.C.]

[Section 373.416, F.S.; subsections 62-343.070(2) and 62-346.070(2), paragraph 62-343.090(2)(b), and Form 62-343.900(1), F.A.C.]

2 Construction, operation and maintenance of the proposed project (including any access roads and structures constructed within wetlands and other surface waters, and/or associated facilities) shall satisfy any applicable non-procedural requirements in the Department rules.

[Section 373.414(1)(a), F.S.]

3. Any delineation of the extent of a wetland or other surface water submitted as part of the DEP ERP Application Form required by Subparagraph A.1.a. above, including plans or other supporting documentation, shall not be considered binding on the Department unless a specific Condition of this Certification or a formal wetlands jurisdictional determination under Section 373.421(2), F.S., provides otherwise.

[Sections 373.421, 403.504, and 403.523, F.S.]

B. Surface Water Management

1. Information regarding surface water management systems (SWMS) will be reviewed for consistency with the applicable non-procedural requirements of Part IV of Chapter 373, F.A.C. following submittal of Form 62-343.900(1) to the appropriate office of the Department.

2. All construction, operation, and maintenance of the surface water management system(s) for the certified facilities shall be as set forth in the plans, specifications and

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performance criteria contained in the Application and other materials presented during the certification proceeding, post-certification submittals, and as otherwise approved. If specific requirements are necessary for construction, operation and/or maintenance of an approved SWMS, those requirements shall be incorporated into a SWMS Plan for that system and included in Attachment B, as well as any subsequent alterations, amendments, and/or modifications thereto. Any alteration or modification to the SWMS Plan or the surface water management system as certified shall require prior approval from the Department.

3. To allow for stabilization of all disturbed areas, immediately prior to construction, during construction, and for the period of time after construction of the SWMS, the Licensee shall implement and maintain erosion and sediment control best management practices, such as silt fences, erosion control blankets, mulch, sediment traps, polyacrylamide (PAM), temporary grass seed, permanent sod, and floating turbidity screens to retain sediment on-site and to prevent violations of state water quality standards. These devices shall be installed, used, and maintained at all locations where the possibility exists of transferring suspended solids into the receiving waterbody due to the licensed work, and shall remain in place at all locations until construction in that location is completed and soils are permanently stabilized. All best management practices shall be in accordance with the guidelines and specifications described in *the State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Transportation and Florida Department of Environmental Protection, by HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007) unless a project-specific erosion and sediment control plan is approved as part of this License. If project-specific Conditions require additional measures during any phase of construction or operation to prevent erosion or control sediments beyond those specified in the approved erosion and sediment control plan, the Licensee shall implement additional best management practices as necessary, in accordance with the guidelines and specifications in *the State of Florida Erosion and Sediment Control Designer and Reviewer Manual*. The Licensee shall correct any erosion or shoaling that causes adverse impacts to the water resources as soon as feasible. Once project construction is complete in an area, including the re-stabilization of all side slopes, embankments and other disturbed areas, and before conversion to the operation and maintenance phase, all silt screens and fences, temporary baffles, and other materials that are no longer required for erosion and sediment control shall be removed.

4. The Licensee shall complete construction of all aspects of the surface water management system described in the ERP Application Form, submitted as part of a post-certification submittal, amendment, modification, or certification application including water quality treatment features, and discharge control facilities prior to use of the portion of the certified facility being served by the surface water management system.

5. At least 48 hours prior to the commencement of construction of any new surface water management system authorized by this Certification, the Licensee shall submit to the Department a written notification of commencement using an "Environmental Resource Permit Construction Commencement Notice" (DEP Form 62-343.900(3), F.A.C.), indicating the actual start date and the expected completion date. When the duration of construction will exceed one year, the Licensee shall submit construction status reports to the Department on an annual basis utilizing an "Annual Status Report Form" (DEP Form No. 62-343.900(4), F.A.C.). Status Report Forms shall be submitted the following June of each year.

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6. Each phase or independent portion of the approved system must be completed in accordance with the submitted DEP Form prior to the operation of the portion of the certified facility being served by that portion or phase of the system.

7. Within 30 days after completion of construction of any new portions of the surface water management system, the Licensee shall submit to the SCO and DEP District Office a written statement of completion and certification by a registered professional engineer (P.E.), or other appropriate registered professional, as authorized by law, utilizing the required "As-Built Certification by a Registered Professional" (DEP Form 62-343.900(5), F.A.C.). Additionally, if deviations from the approved drawings are discovered, the As-Built Certification must be accompanied by a copy of the approved drawings with deviations noted.

8. Any substantial deviation from the approved drawings, exhibits, specifications or Conditions, may constitute grounds for revocation or enforcement action by the Department. Examples of substantial deviations may include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

9. Prior to converting a construction phase surface water management system to an operation phase surface water management system, the Licensee shall submit to the Department a "Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase" (DEP Form 62-343.900(7), F.A.C.). The operation phase of any new surface water management system approved by the Department shall not become effective until the Licensee has complied with the requirements of the Conditions herein, the Department determines the system to be in compliance with the approved plans, and the entity approved by the Department accepts responsibility for operation and maintenance of the system.

10. The DEP District ERP Section must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must be submitted to and approved by the Department prior to the dewatering event. Additional authorizations may be required for certain dewatering discharges.

[Section 373.414, F.S.; Chapters 62-25, 62-302, 62-330, 62-343, and Rule 62-4.242, F.A.C.]

C. Wetland and Other Surface Water Impacts

1. All certified facilities shall be constructed in a manner which will eliminate or reduce adverse impacts to on-site and/or adjacent wetlands or other surface waters to the extent practicable or otherwise comply with substantive criteria for elimination or reduction. When impacts to wetlands will occur as a result of a future amendment, modification, or certification, and cannot be practicably eliminated or reduced, the Licensee may propose and the Department or Board shall consider mitigation to offset otherwise unpermissible activities under the Environmental Resource Permit review process pursuant to Condition A.1. above.

2. Proposed mitigation plans submitted with the DEP ERP Application form required in Condition A.1.a. above, or submitted and approved as part of an amendment, modification, or certification, and that are deemed acceptable by DEP, shall include applicable construction conditions, success criteria and monitoring plans, and shall be incorporated into these Conditions as Attachment C (Mitigation Plans).

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[Sections 373.413, 373.414, 373.4145, 403.511, 403.531, and 403.814(6), F.S.; Chapters 62-330, 62-341 62-342, 62-343, and 62-345, F.A.C.]

XXX. THIRD PARTY IMPACTS

The Licensee is responsible for maintaining compliance with these Conditions even when third party activities authorized by the Licensee occur in or on the certified area. Such third party activities authorized by the Licensee may include but are not limited to mining, hunting, and timbering.

[Sections 403.506(1) and 403.524(1), F.S.]

XXXI. FACILITY OPERATION

The Licensee shall properly operate and maintain the certified facility and systems of treatment and control (and related appurtenances) that are installed and used by the Licensee to achieve compliance with these Conditions, as required by the final order of Certification, these Conditions, or a post-certification amendment or modification. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the final order of Certification, these Conditions, or a post-certification amendment or modification. Further, the Licensee shall take all reasonable steps to minimize any adverse impact resulting from noncompliance with any limitation specified in this Certification, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying event.

[subsection 62-4.160(6), F.A.C.]

XXXII. RECORDS MAINTAINED AT THE FACILITY

- A. These Conditions or a copy thereof shall be kept at the site.
- B. Upon request, the Licensee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- C. The Licensee shall hold at the site, or other location designated by these Conditions, records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation required by these Conditions, copies of all reports required by these Conditions, and records of all data used to complete the SCA for this approval. These materials shall be retained at least three (3) years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- D. Records of monitoring information shall include:
 - 1. the date, exact place, and time of sampling or measurements;
 - 2. the person responsible for performing the sampling or measurements;
 - 3. the dates analyses were performed;
 - 4. the person responsible for performing the analyses;
 - 5. the analytical techniques or methods used; and,
 - 6. the results of such analyses.

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[subsection 62-4.160(12) and paragraph 62-4.160(14)(b), F.A.C.]

XXXIII. WATER DISCHARGES

A. Discharges

1. The Licensee shall not discharge to surface waters wastes which are acutely toxic, or present in concentrations which are carcinogenic, mutagenic, or teratogenic to human beings or to significant locally occurring wildlife or aquatic species. The Licensee shall not discharge to ground waters wastes in concentrations which, alone or in combination with other substances, or components of discharges (whether thermal or non-thermal) are carcinogenic, mutagenic, teratogenic, or toxic to human beings (unless specific criteria are established for such components in Rule 62-520.400, F.A.C.) or are acutely toxic to indigenous species of significance to the aquatic community within surface waters affected by the ground water at the point of contact with surface waters.

2. All discharges and activities must be conducted so as to not cause a violation of the water quality standards set forth in Chapters 62-4, 62-302, 62-520, and 62-550, 62-620, F.A.C., including the provisions of Rules 62-4.243, 62-4.244, and 62-4.246, F.A.C., the antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), F.A.C., subsections 62-4.242(2) and (3), F.A.C., and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C.;

3. All dewatering discharges must be in compliance with Rule 62-621.300, F.A.C.

[Chapters 62-4, 62-302, 62-520, 62-550, and 62-620, F.A.C., and Rule 62-621.300, F.A.C.]

XXXIV. SOLID AND HAZARDOUS WASTE

A. Solid Waste

The Licensee shall comply with all applicable provisions of Chapters 62-701 and 62-702, F.A.C., for any solid waste generated within the certified facility during construction, operation, and maintenance.

[Chapters 62-701 and 62-702, F.A.C.]

B. Hazardous Waste and Used Oil

The Licensee shall comply with all applicable non-procedural provisions of DEP Chapter 62-730, F.A.C., for any hazardous waste generated within the certified facility. An EPA identification number must be obtained before beginning hazardous waste activities unless the facility is a Conditionally Exempt Small Quantity Generators (CESQGs). CESQGs generate no more than 100 kg (220 lbs) of hazardous waste in any month.

The Licensee shall comply with all applicable provisions of DEP Chapter 62-710, F.A.C., for any used oil and used oil filters generated within the certified facility.

The Licensee shall comply with all applicable provisions of DEP Chapter 62-737, F.A.C., for any spent mercury-containing lamps and devices generated within the certified facility.

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[Chapters 62-710, 62-730 and 62-737, F.A.C.]

C. Hazardous Substance Release Notification

1. Any owner or operator of a facility who has knowledge of any release of a hazardous substance from a certified facility in a quantity equal to or exceeding the reportable quantity in any 24-hour period shall notify the Department by calling the STATE WARNING POINT NUMBER, (800) 320-0519, as soon as possible, but not later than one working day of discovery of the release.

2. Releases of mixtures and solutions are subject to these notification requirements only where a component hazardous substance of the mixture or solution is released in a quantity equal to or greater than its reportable quantity.

3. Notification of the release of a reportable quantity of solid particles of antimony, arsenic, beryllium, cadmium, chromium, copper, lead, nickel, selenium, silver, thallium, or zinc is not required if the mean diameter of the particles released is larger than 100 micrometers (0.004 inches).

[Chapter 62-150, F.A.C.]

D. Used Oil, Petroleum Contact Water and Spent Mercury

The Licensee shall comply with all applicable provisions of Chapter 62-710, F.A.C., for any used oil including oil filters, Chapter 62-740, F.A.C., for any petroleum contact water, and Chapter 62-737, F.A.C., for any spent mercury containing lamps and devices generated within certified facility during construction and operation.

[Chapters 62-710 and 62-737, F.A.C.]

E. Contaminated Site Cleanup

1. The Licensee shall comply with all applicable provisions of DEP Chapter 62-780, F.A.C., for any violations of relevant provisions of Chapter 376 or 403, F.S., that result in legal responsibility for site rehabilitation pursuant to those chapters. This responsibility for site rehabilitation does not affect any activity or discharge permitted or exempted pursuant to Chapter 376 or 403, F.S., or rules promulgated pursuant to Chapter 376 or 403, F.S.

[Chapter 62-780, F.A.C.]

[Rules 62-160.110, 62-160.240, 62-160.340, 62-701.510(9)(a), 62-710, 62-730.225 62-737, 62-740, and 62-780, F.A.C.]

XXXV. STORAGE TANK SYSTEMS

Registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems that store regulated substances shall be in accordance with Chapters 62-710, 62-761 and 62-762, F.A.C., in order to minimize the occurrence and environmental risks of releases and discharges. Mineral acid storage tank systems are subject only to Rule 62-762.891, F.A.C.

A. Incident Notification Requirements

Notification of the discovery of the loss of a regulated substance from a storage tank system exceeding 100 gallons on impervious surfaces, other than secondary containment, such as driveways, airport runways, or other similar asphalt or concrete surfaces, provided that

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the loss does not come in contact with pervious surfaces; or of the discovery of any other incident listed in subsections 62-761.450(2) or 62-762.451(2), F.A.C., shall be made to the County on Incident Notification Form 62-761.900(6) within 24 hours or before the close of the County's next business day.

B. Discharge Reporting Requirements

Upon discovery of an unreported discharge of a regulated substance, the Licensee shall report to the County on Discharge Report Form 62-761.900(1) within 24 hours or before the close of the County's next business day those items listed in paragraph 62-761.450(3)(a), F.A.C., including a spill or overfill event of a regulated substance to soil or another pervious surface, equal to or exceeding 25 gallons, unless the regulated substance has a more stringent reporting requirement specified in C.F.R. Title 40, Part 302.

C. Discharge Cleanup

If a discharge of a regulated substance occurs at a certified facility, actions shall be taken immediately to contain, remove, and abate the discharge under all applicable Department rules (for example, Chapter 62-770, F.A.C., Petroleum Contamination Site Cleanup Criteria). The Licensees is advised that other federal, state, or local requirements may apply to these activities. If the contamination present is subject to the provisions of Chapter 62-770, F.A.C., corrective action, including free product recovery, shall be performed in accordance with that Chapter.

D. Out of Service and Closure Requirements

Storage tank systems shall be taken out-of-service and/or closed as necessary in accordance with Rules 62-761.800 and 62-762.801, F.A.C., as applicable.

[Chapters 62-710, 62-761 and 62-762, F.A.C.]

SECTION B: SPECIFIC CONDITIONS

SECTION B. SPECIFIC CONDITIONS

I. DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. *Waste Cleanup*

1. Licensee shall provide the DEP Southeast District Office (SED) with the proposed Port Everglades Plant Site Assessment and Remediation Plan (“Interim Source Removal Plan”), for review and approval. The Site Assessment and Remediation Plan will include elements such as a soil and debris management plan, soil and groundwater assessment and remediation strategies and closure options based upon historical activities in specific site sub-areas, tank and pipeline closures via implementation of the FPL Heavy Fuel Oil Protocol, universal and hazardous waste management.
2. The Licensee shall provide an alternate Site Assessment and Remediation Report (“Site Assessment Report”) Time Schedule in lieu of the 270 day deadline contained in 62-780, F.A.C., Table A, within six months of certification.
3. The Site Assessment Report shall meet the objectives and the requirements of Chapter 62-780.600, F.A.C. Licensee shall provide the DEP SED with update reports within sixty (60) days of initiating interim source removal activities and every 60 days thereafter for the duration of soil and groundwater site assessment, dewatering and remediation activities incorporated into the Port Everglades Plant Site Assessment and Remediation Plan “Interim Source Removal Plan.” Licensee shall provide the DEP SED with the Site Assessment and Remediation Report “Interim Source Removal Report” within sixty (60) days of completion of interim source removal activities.
4. The Licensee may submit a Combined Document meeting the requirements of Chapter 62-780.450, F.A.C.
5. A Remedial Action Plan shall be submitted to the DEP SED within 90 days of approval of a Site Assessment Report or Remedial Action Report.

[Chapters 62-770 and 62-780, F.A.C.]

II. SOUTH FLORIDA WATER MANAGEMENT DISTRICT

A. *Legal/Administrative Conditions*

1. General
 - a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions. If contractual rights, duties, or obligations are transferred under this Certification, notice of such transfer or assignment, including the identification of the entity responsible for compliance with the Certification, shall immediately be submitted to the Florida Department of Environmental Protection and the SFWMD by the previous certification holder (Licensee) and the Assignee. Any assignment or transfer shall carry with it the full responsibility for the limitations and conditions of this Certification. The previous Licensee shall be responsible for informing the Assignee of all authorized facilities and uses and the conditions under which they were authorized. The previous Licensee shall remain liable for corrective actions that may be required as a result of any violations prior to transfer or assignment of any contractual rights, duties, or obligations under this Certification.

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[Sections 373.044, 373.113, 373.223, and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, 40E-3.101(1), and 40E-6.351, F.A.C.]

b. Minimum Standards

This Certification is based on the Licensee's submitted information to the SFWMD which reasonably demonstrates that harm to the site water resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance.

[Sections 373.219, 373.223, 373.229, 373.308, and 373.316, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.500-531, F.A.C.]

c. Compliance Requirements

This project must be constructed, operated and maintained in compliance with and meet all applicable non-procedural requirements set forth in Chapter 373, F.S., and Chapters 40E-2 (Consumptive Use), 40E-3 (Water Wells), and 40E-20 (General Water Use Permits), F.A.C.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that harm to the water resources does not occur during the construction, operation, and maintenance of the project.

[Sections 373.223 and 373.309, F.S.; Rules 40E-2.091, 40E-2.381, 40E-3.301(3), and 40E-3.301(4), F.A.C.]

e. Liability

The Licensee shall hold and save the SFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment and/or use of any system authorized by this Certification, to the extent allowed under Florida law.

[Section 373.223, F.S.; Rules 40E-2.091 and 40E-2.381, F.A.C.]

f. Construction, Operation, and Maintenance Responsibilities

The Licensee shall be responsible for the construction, operation, and maintenance of all facilities installed for the proposed project.

[Section 373.309, F.S.; Rule 40E-3.301, F.A.C.]

g. Access

SFWMD representatives shall be allowed reasonable escorted access to the power plant site, the water withdrawal facilities and any associated facilities to inspect and observe any activities associated with the construction of the proposed project in order to determine compliance with the Conditions of this Certification. The Licensee shall not refuse entry or access to any SFWMD representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials.

[Sections 373.223 and 373.319, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.461, F.A.C.]

SECTION B: SPECIFIC CONDITIONS

h. Enforcement

The SFWMD may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules of the SFWMD.

[Sections 373.223, 373.319, 373.603, and 403.514, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.461, F.A.C.]

2. Processing of Informational Requests

a. Completeness and Sufficiency Review

At least ninety (90) days prior to the commencement of construction of any portion of the project, the Licensee shall submit to SFWMD staff, for a completeness and sufficiency review, any pertinent additional information required under the SFWMD's Conditions of Certification for that portion proposed for construction. If SFWMD staff does not issue a written request for additional information within thirty (30) days, the information shall be presumed to be complete and sufficient.

[Sections 373.219 and 373.342, F.S.]

b. Compliance Review and Confirmation

Within sixty (60) days of the determination by SFWMD staff that the additional information is complete and sufficient, the SFWMD shall determine and notify the Licensee in writing whether the proposed activities conform to SFWMD rules, as required by Chapters 40E-2, 40E-3, and 40E-20, F.A.C., and the Conditions. If necessary, the SFWMD shall identify what items remain to be addressed. No construction activities shall begin until the SFWMD has determined either in writing, or by failure to notify the Licensee in writing, that the activities are in compliance with the applicable SFWMD criteria.

[Sections 373.219 and 373.342, F.S.]

c. Revisions to Site Specific Design Authorizations

The Licensee shall submit, consistent with the provisions of SFWMD Specific Condition A.2., any proposed revisions to the site specific design authorizations specified in this Certification to the SFWMD for review and approval prior to implementation. The submittal shall include all the information necessary to support the proposed request, including detailed drawings, calculations and/or any other applicable data. Such requests may be included as part of the appropriate additional information submittals required by this Certification provided they are clearly identified as a requested amendment or modification to the previously authorized design.

[Sections 373.085, 373.219, 373.223, 373.313, and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.461, F.A.C.]

d. Dispute Resolution

Since this Certification is the only form of permit required from any agency, it is understood that the Licensee and the SFWMD shall strive to resolve disputes by mutual agreement.

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[Sections 373.044, 373.085, 373.113, and 373.129, F.S.; Rule 40E-1.601, F.A.C.]

e. Objections

Objections to modifications of the terms and conditions of this Certification shall be resolved through the process established in Section 403.516, F.S.

B. Water Use Conditions

1. General

a. Water Shortage Compliance

In the event of a declared water shortage, the Licensee must comply with any water withdrawal reductions ordered by the SFWMD in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C.

[Section 373.246, F.S.; Rule 40E-2.381, F.A.C.]

b. Interference with Existing Legal Uses

The Licensee shall mitigate interference with existing legal uses, in existence at the time of issuance of the Certification Order, caused in whole or in part by the Licensee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation may include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means. Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to draw water consistent with the provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference;

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent; or

(3) Inability of an existing legal user to meet its permitted demands without exceeding the permitted allocation.

[Section 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

c. Harm to Existing Off-Site Land Uses

The Licensee shall mitigate harm to existing off-site land uses caused by the Licensee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other government authorization issued for the construction of

SECTION B: SPECIFIC CONDITIONS

the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g., fill for construction, mining, drainage canal, etc.);

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use;

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

[Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

d. Harm to Natural Resources

The Licensee shall mitigate harm to natural resources caused by the Licensee's withdrawals, as determined through reference to the Conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface;

(2) Reduction in water levels that harm the hydroperiod of wetlands;

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond;

(4) Harmful movement of contaminants in violation of state water quality standards; or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

[Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

2. Site Specific Design Authorizations/Requirements

a. Dewatering Activities

Prior to commencement of construction of those portions of the project that involve dewatering activities, the Licensee shall submit a detailed plan for any such activities to the SFWMD for a determination of compliance with the non-procedural requirements of Chapters 40E-2, 40E-3 and 40E-20, F.A.C., in effect at the time of certification. The following information, referenced to NGVD where appropriate, shall be submitted:

(1) A detailed site plan which shows the location(s) for each proposed dewatering area;

(2) The method(s) used for each dewatering operation;

(3) The maximum depth for each dewatering operation;

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- (4) The location and specifications for all proposed wells and/or pumps associated with each dewatering operation;
- (5) The duration of each dewatering operation;
- (6) The discharge method, route, and location of receiving waters generated by each dewatering operation, including the measures (Best Management Practices) that will be taken to prevent water quality problems in the receiving water(s);
- (7) An analysis of the impacts of the proposed dewatering operations on any existing on and/or off-site legal users, wetlands, or existing groundwater contamination plumes;
- (8) The location of any infiltration trench(es) and/or recharge barriers; and
- (9) All plans must be signed and sealed by a Professional Engineer or a Professional Geologist registered in the State of Florida.

[Sections 373.229 and 373.308, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.500-531, F.A.C.]

b. Alternative Water Supplies

If a reliable source of reclaimed water becomes available at the project site to provide water for non-cooling uses, the Licensee shall conduct a feasibility evaluation in accordance with Section 3.2.3.2 of the Basis of Review For Water Use Permit Applications in the SFWMD, in effect at the time of certification, to determine the environmental, technical, and economic feasibility of utilizing reclaimed water. If the feasibility evaluation demonstrates that the use of reclaimed water is feasible, the Licensee shall provide the SFWMD with a schedule for implementation of reclaimed water use, for the SFWMD's review and approval, within 90 days of such notification.

c. Water Conservation Plan

The Licensee shall comply with the Water Conservation Plan submitted as Appendix 10.10 and amended April 2012 in the Site Certification Application, including:

- (1) Conducting an audit of the amount of water needed in the Licensee's operational processes. The following measures shall be implemented within one year of audit completion if found to be cost effective in the audit:
 - i. Implementation of a leak detection and repair program;
 - ii. Implementation of a recovery/recycling or other program providing for technological, procedural or programmatic improvements to the Licensee's facilities; and
 - iii. Use of processes to decrease water consumption.
- (2) Development and implementation of an employee awareness program concerning water conservation.

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[Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381,

F.A.C.]

III. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. *West Indian Manatee*

1. Interim Warm-Water Refuge Heating System

In order to prevent an increased risk of manatee cold stress death during the PEEC modernization construction period, adaptive management protocols for the interim warm-water refuge heating system shall be included in the Environmental and Biological Monitoring Plans and the following provisions:

a. Testing, monitoring, and evaluation of the interim heating system shall take place pursuant to the Conditions found in Sections 2 Environmental Monitoring and Section 3 Biological Monitoring.

b. The trigger temperature and operational details shall be agreed upon by Florida Fish and Wildlife Conservation Commission (FWC) in consultation with U.S. Fish and Wildlife Service (USFWS) and FPL and included in the Environmental Monitoring Plan. The interim heating system shall be maintained and operated to achieve the results specified in the Environmental Monitoring Plan in accordance with best management practices (BMP) established by Licensee, unless otherwise authorized by FWC and USFWS, or unless the safety of employees or reliability of the electric power system would be compromised. The Licensee shall develop a BMP manual for the interim heating system that shall include details related to maintenance, operations, agency notifications, logbooks requirements and troubleshooting plans.

c. The Licensee shall submit its BMP manual to FWC for review and comment. Except for those specific details described herein which must be reviewed and approved by FWC, Licensee will review, consider, and incorporate if practicable, all other comments from FWC. An approved BMP manual will be in place prior to the operation of the interim heating system and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC conversion commences. A copy of the Licensee's BMP manual for the interim heating system shall be maintained at all times at the PEEC site and shall be made available upon request to authorized representatives of FWC and DEP.

d. If through the biological monitoring or daily visual assessments of manatee health, or scientific data it is indicated, that the interim heating system's operational trigger protocol should be modified to maintain a sufficient warm-water refuge, then FWC will consult with DEP, USFWS, and FPL to assess the information and develop a new strategy that can be agreed upon by the Licensee, FWC, DEP and USFWS and amended in the Environmental Monitoring Plan.

e. The interim warm-water refuge will consist of a segment of the current warm-water refuge that is created by the plant's thermal discharge. The location, configuration and dimensions of the interim warm-water refuge will be illustrated in the Environmental Monitoring Plan.

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f. The Licensee may request modification of applicable FWC Conditions upon issuance by the DEP, in consultation with the FWC, of final NPDES permit modification No. FL0001538 if such requested modifications to the Conditions herein have been adopted into the final NPDES permit.

g. The Licensee anticipates taking the Port Everglades Plant off line on January 31, 2013. The Licensee will notify FWC seven days in advance of the plant ceasing operations for the duration of the modernization, before, or on this anticipated date. In addition, FWC will be notified 24 hours in advance of any operation of the interim heater before January 31, 2013.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

2. Environmental Monitoring

The following monitoring requirements are applicable to the operation of the interim heating system during the modernization of the PEEC.

a. The evaluation of the interim heating system which is intended to determine its ability to provide a sufficient manatee warm-water refuge as described in Environmental Monitoring Plan during the winter months shall take place prior to the discontinuation of operations at the existing Port Everglades Plant and use of the current warm-water discharge system. Additional evaluation of the system shall include empirical temperature data that will be collected and compared to the thermal modeling results to evaluate the performance of the interim heating system prior to February 15, 2013, if it cannot be completed before January 31, 2013, due to continued use of the Port Everglades Plant's existing power generating units.

(1) Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, the interim heating system must be operational. After the initial monitoring tests of the interim warm-water heating system have been conducted at the Port Everglades Plant, the Licensee will contact FWC to provide and discuss the results. At that time, FWC, in consultation with the DEP, USFWS, and the Licensee, will determine what, if any, modifications need to be made to the operation of the interim heating systems. If necessary, FWC will require a revision to the Environmental Monitoring Plan.

b. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, an approved Environmental Monitoring Plan shall be in place. The Licensee shall submit to the FWC and DEP Siting Office, and the final Environmental Monitoring Plan. The final Environmental Monitoring Plan shall include, at a minimum, the following components:

(1) Monitoring of the interim heating system and warm-water refuge during the modernization process (as described in Interim Heating System and Environmental Monitoring conditions. and the Licensee's thermal modeling study) shall take place during the winter months of 1 December through 31 March .

(2) Monitoring of the PEEC's interim warm-water refuge during the modernization shall consist of ambient air and water temperatures measured at multiple locations within the interim warm-water refuge. The number and configuration of

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temperature monitoring stations must be sufficient to provide a three-dimensional view, over time, of the thermal refuge. Temperature monitoring stations will be deployed in the interim refuge prior to the modernization phase of the Port Everglades Plant.

(3) As part of this Environmental Monitoring Plan the Licensee shall include a plan to convey the data from the temperature monitoring stations to the appropriate agencies on a daily basis when the trigger is on and the heaters are running, and on a weekly basis when the trigger protocols have not been met.

(4) Specific locations for the temperature monitoring station(s), sampling frequencies, station depths, data collection methods, and reporting frequencies must be identified and may be subject to further revision depending on receipt of any required permits, licenses and approvals.

c. The Licensee will prepare an Environmental Monitoring Report that includes all data (made available in electronic form) and statistical analyses completed as a result of the requirements set forth in the Environmental Monitoring Plan. This report will be submitted yearly by the date designated in the Environmental Monitoring Plan, while the interim warm-water system is in operation during the construction period of the PEEC. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Environmental Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

3. Biological Monitoring

The following monitoring requirements for manatee distribution and abundance are applicable to the operation of the interim heating system during the modernization of the PEEC.

a. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge the Licensee shall submit to FWC a Biological Monitoring Plan. The Biological Monitoring Plan shall be reviewed and approved by FWC and the Licensee shall submit the final Biological Monitoring Plan to FWC and the DEP Siting Office. The Biological Monitoring Plan shall include at a minimum the following components:

(1) Monitor the winter months of 1 December through 31 March distribution and abundance of manatees during the time frame that includes the operation of the interim warm-water heating system.

(2) Biological monitoring shall be conducted through aerial surveys during the winter months of 1 December through 31 March beginning the first winter of the plant's modernization and continuing through the completion of the PEEC modernization process and 2 years post-commercial operation of PEEC. After the first year of post modernization aerial survey monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. FPL will consult with FWC to determine the status of other aerial survey data collection efforts to determine if FPL will need to conduct any of the surveys (i.e., either during or post-modernization).

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(3) Specific aerial survey paths, sampling frequencies, and methodologies for aerial surveys must be identified and described in the Biological Monitoring Plan. Aerial survey flight paths will be consistent with those established by the Broward County Environmental Resource Management Office and shall encompass the winter months as established in the Biological Monitoring Plan.

(4) Aerial survey data shall be analyzed and summarized after each winter season to provide an evaluation of manatee abundance and distributional changes within the survey area.

(5) The Licensee shall provide one or more manatee observers who have been trained by an approved FWC trainer so they can detect indications of cold stress in manatees. The monitoring protocols and information requirements will be described in the Biological Monitoring Plan.

(6) The manatee observer will be required to conduct a daily visual assessment of the condition and general distribution of manatees using the interim warm-water refuge during the winter months of 1 December through 31 March. The visual assessments shall be conducted for a sufficient length of time to assess most of the manatees present at the plant and accessible to the observer on that day.

(7) Telemetry monitoring shall be accomplished by the Licensee through the use of an entity with experience in manatee telemetry tracking, and data analysis in Florida. This condition will coincide with the use of the interim heating system and 2 years post-commercial operation of PEEC. After the first year of post modernization telemetry monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. The tags will be attached to manatees captured at, or near the PEEC site to document their movements to alternative secondary warm-water sites, their general health, habitat use, behavioral response to changes in the operation of the interim refuge and thermal regime experienced by manatees during the modernization of PEEC. The details of the telemetry effort and required reports will be provided in the Biological Monitoring Plan.

(8) The Licensee will prepare a Biological Monitoring Report that includes all data (made available in electronic form) and statistical analyses completed as a result of the requirements set forth in the Biological Monitoring Plan. This report will be submitted yearly by the date designated in the Biological Monitoring Plan. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Biological Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

4. Standard Environmental and Biological Monitoring Plan Conditions

a. The Biological and Environmental Monitoring Plans, including the proposed monitoring techniques and monitoring locations that will be used to assess manatee health, distribution and habitat during the modernization process, shall be approved by FWC prior to implementation and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge. Final Biological and Environmental

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monitoring plans shall be in place at least 90 days prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC modernization commences.

b. If, in the review of the annual biological or environmental monitoring reports, FWC, in consultation with the DEP and USFWS, determines the need to modify the Biological or Environmental Monitoring Plans, FWC will notify the Licensee to discuss the findings. At that time, FWC, in consultation with the DEP, USFWS and the Licensee, will determine what, if any, modifications need to be made to the Biological or Environmental Monitoring Plans.

c. If the Licensee determines the Biological or Environmental Monitoring Plans are in need of modifications during the operation of the interim heating system, the Licensee will contact the agencies to discuss the proposed modifications. At that time, FWC, in consultation with the DEP, USFWS and the Licensee, will determine what if any modifications need to be made.

d. The Licensee will provide personnel from the FWC, USFWS, USGS Sirenia Project, or a designee of these agencies, access to the PEEC property to conduct manatee monitoring activities. Reasonable notice shall be given to the Licensee by the agencies. Access would be limited to normal weekday business hours (8:00 a.m. - 5:00 p.m.) unless arrangements are made in advance with the Licensee.

e. All visitors to PEEC will be required to comply with FPL's safety and security requirements. Personnel will receive an orientation from FPL or its contractor prior to commencing observations or other activities.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

5. Contingency Plan

FWC and USFWS' Letter of Authorization (LOA) network responders will be responsible for all efforts related to manatee rescues, rehabilitation activities, and carcass recovery during the PEEC modernization. In order to effectively implement contingency plans during the plant modernization and to address manatee health-related issues, the following conditions are required:

a. If the observer (pursuant to Biological Monitoring Plan) identifies manatees with apparent signs of cold stress disease, digital photographs should be taken of the animal(s) and the FWC shall be called as soon as possible on the day of the observations through the protocols described in the Biological Monitoring Plan

b. The Licensee will notify FWC and USFWS immediately if there is a mechanical failure of the interim heating system, or if, for any other reason the interim heating system is not operating in a manner that will provide warm-water sufficient to keep the warm-water refuge at a temperature of 68° F or greater.

c. The Licensee shall provide in-kind services and financial assistance, not to exceed \$100,000 in total value, to FWC for manatee rescue or recovery in the event that there is a failure of the interim heating system resulting from Licensee's failure to comply with Final Order # PA12-57 that causes death or identifiable cold stress to manatees in

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Broward County. This condition would apply during the winter months of 1 December through 31 March. The in-kind assistance and funds would only be used to address manatee-related cold stress issues in the area that the interim system affects.

[Sections 403.507 F.S., Section 379.1025 F.S., Section 379.2291 F.S., Section 379.2431 (2) F.S., Section 20.331 F.S.]

6. Development of a Long-Term Manatee Strategy

It is expected that at some point in the future the warm-water habitat created by the PEEC will diminish or be terminated; in that event the FWC and USFWS believes it is in the best interest of the Licensee, FWC, USFWS, DEP, and the Florida manatee population to begin strategic long term planning to reduce the adverse effects to the Florida manatee population before this occurs.

a. Within two years of the formal approval by FWC and USFWS of a Warm-Water Action Plan (Plan), inclusive of a future-oriented Management Policy for Warm-Water Manatee Habitat, the Licensee shall host and chair a workshop designed to: (a) articulate a strategy for achieving the goals of that Plan, (b) develop a timetable for implementing the strategy, (c) review progress to date in achieving the strategy, and (d) identify impediments and solutions.

b. Within one year of the workshop held pursuant to Final Order # PA 12-57, the Licensee shall provide the FWC with a formal report of the workshop, including findings, conclusions, and recommendations.

c. Over the course of the operating life span of the PEEC, the Licensee shall develop an exit strategy for the PEEC that prevents significant losses to the manatee population when the Licensee determines to reduce or eliminate the PEEC's thermal discharge to the extent that a dependable warm-water refuge is no longer present. The Licensee's strategy shall consider FWC and USFWS's statewide Warm-Water Action Plan approved by FWC and USFWS.

d. The Licensee shall work closely with the FWC and USFWS to evaluate progress toward achieving the vision and goals of the Warm-Water Action Plan and to develop adaptive changes to the Plan as needed to promote manatee recovery through participation in periodic workshops and/or conferences designed to accomplish such evaluation and adaptive changes.

e. The FWC must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of the facility.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

7. Manatee Conditions for In-Water Work

a. The current Standard Manatee Conditions for In-Water Work are required for all in-water work in waters accessible to manatees. If the Licensee is unsure if a certain activity qualifies as in-water work, it will contact the FWC to discuss and determine applicability of these Conditions for the proposed activity. The FWC will consider approval of reoccurring activities that result in negligible impacts to manatees or manatee habitat. Blasting or pile hammering activities to break rock shall be prohibited in waters accessible to manatees.

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If no other alternative exists, a modification of these conservation measures can be requested. An adequate Blast and Protected Species Watch Plan must be submitted to and approved by the Imperiled Species Management Section of the FWC prior to these methodologies being used.

b. To reduce the possibility of injuring or killing a manatee during construction, in-water work shall not be performed between November 15 and March 31 unless essential to support the PEEC project's schedule or the safety of employees or reliability of the electric power system would be compromised. If in-water work during the winter cannot be avoided the Licensee will contact the agencies to determine alternative conditions that will be implemented to address the proposed activity.

c. At least one person shall be designated as a manatee observer when in-water work is being performed. That person shall have experience in manatee observation be equipped with polarized sunglasses to aid in observation. The manatee observer must be on site during all in-water construction activities and will advise personnel to cease operation upon sighting a manatee within 50 feet of any in-water construction activity. Movement of a work barge, other associated vessels, or any in-water work shall not be performed after sunset, when the possibility of spotting manatees is negligible.

d. The Licensee will include as part of its safety orientation manatee awareness training for full-time permanent construction personnel at the PEEC site. This training will be designed to educate the construction work force about the legal requirements to avoid manatees and to provide them with contact information if they should spot an injured manatee.

e. To reduce the risk of entrapment and drowning of manatees, grating or an approved alternative) shall be installed over any proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. Bars or grates no more than 8 inches apart shall be placed on the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

8. Force Majeure

If there is an act of God, terrorism, or war that prevents Licensee from providing the requisite warm water conditions, Licensee will notify FWC expeditiously and coordinate efforts to resume compliance with the Conditions.

[Sections 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Section 20.331, F.S.]

9. Access to Manatee Protection Zones

For all activities necessary to perform essential operations, including in-water maintenance and inspection of equipment, emergency operations, and environmental monitoring within a No Entry or Motorboats Prohibited Manatee Protection Zone as defined by 68C-22, F.A.C., the following requirements are applicable. These requirements supplant the need for Licensee to obtain a permit to access these zones pursuant to 68C-22.003, F.A.C.

a. Vessels used to access the zone should be of the smallest size and horsepower needed to accomplish the required tasks, and all vessels should be clearly marked as

SECTION B: SPECIFIC CONDITIONS

belonging to the Licensee or authorized contractor performing the work on behalf of the Licensee. Whenever practicable, vessels should be equipped with a propeller guard. Vessel operation within the zone must be at no greater than Idle Speed.

b. At least one person on each vessel must be designated as a manatee observer. Said observer must have experience in manatee observation and be equipped with polarized sunglasses to aid in observation. The observer must be on the vessel at all times, maintain a vigilant watch, and advise all personnel as to the presence and location of nearby manatees.

c. Except in emergency situations, no in-water activity may be performed within 50 feet of a manatee. Manatees may not be approached, pursued, fed, watered, touched, or otherwise interacted with in any manner that causes disruption of their normal behavior. If one or more manatees are observed within 50 feet, all in-water activities must be stopped and may only be resumed after all manatees have moved away of their own volition.

d. Except in emergency situations, no in-water work may be performed before sunrise or after sunset (when the ability to see manatees is minimal).

e. All personnel entering the zone must be informed of the possible presence of manatees, the characteristics used to identify the presence of manatees, and the conditions and requirements set forth herein. All personnel must be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.

f. Any collision with and/or injury to a manatee must be reported immediately to the FWC Division of Law Enforcement (888-404-3922) and the FWC Imperiled Species Management Section (850-922-4330; fax: 850-922-4338).

g. The Licensee maintain records onsite detailing the nature and scope of all activities conducted within the restricted area during the previous year, including dates of activity and the number of vessels involved as well as the type and configuration of the vessels, by date. These records will be made available to FWC upon request.

[Section 403.507, F.S.; Rule 68C-22.003, F.A.C.; Section 20.331, F.S.]

B. Terrestrial Wildlife

1. All undeveloped habitat onsite shall be surveyed for the presence of state- and federally listed species no more than six months before land clearing and the results shall be reported to the FWC. We recommend that the report includes methodology, results, discussion, and references to all survey protocols and documents used. If there is evidence that any state-listed species are present, then the Licensee must report the findings to the FWC at least 60 days prior to the commencement of clearing. If impacts to those species cannot be avoided, then the Licensee must contact the FWC before taking any action that might result in an impact to those species.

[Section 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Chapter 68A-27, F.A.C.; Section 20.331, F.S.]

SECTION B: SPECIFIC CONDITIONS

C. Marine Turtles

1. FPL shall consult with the FWC Imperiled Species Management Section on the development of a Light Management Plan to reduce the adverse effects of PEEC's exterior lighting on nesting marine turtles and their hatchlings. The plan should evaluate the use of lighting management methods that include shielding, lowering mounting heights, and use of long wavelength fixtures.

[Section 403.507, F.S.; Section 379.2431(1), F.S., Section 379.2431(1) (g), F.S.; Section 20.331, F.S.]

IV. DEPARTMENT OF STATE – DIVISION OF HISTORICAL RESOURCES

A. If historical or archaeological artifacts or features are discovered at any time within the certified facility, the Licensee shall notify the appropriate DEP District office (s) and the Division of Historical Resources, R.A. Gray Building, 500 S. Bronough Street, Rm 423, Tallahassee, Florida 32399-0250, telephone number (850) 487-6333, and the Licensee shall consult with the Division of Historical Resources to determine appropriate action.

[Sections 267.061, 403.531, and 872.02, F.S.]

V. DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Only herbicides registered by the U.S. Environmental Protection Agency and the Florida Department of Agriculture and Consumer Services shall be used at certified facilities. Herbicide applications will be in accordance with label directions and will be carried out by a licensed applicator, in compliance with all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used unless effects on non-targeted vegetation are minimized.

[Chapter 487, F.S.]

VI. BROWARD COUNTY

A. Legal/Administrative Conditions

1. General

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions, the applicable nonprocedural requirements of Chapter 27 of the Broward County Code of Ordinances (BCC), the applicable provisions of Chapters 32 and 42 of the Broward County Administrative Code (BCAC), and any agreements entered into between the Licensee and Broward County pursuant to this Certification.

b. Minimum Standards

This Certification is based on the Licensee's SCA and information submitted to the County which reasonably demonstrates that harm to natural resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance.

[Sections 27-56 and 27-58, BCC]

c. Compliance Requirements

SECTION B: SPECIFIC CONDITIONS

The PEEC project must be constructed, operated and maintained in compliance with and meet all applicable non-procedural requirements set forth in Chapter 27, BCC, and Chapters 32 and 42, BCAC.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that pollution or harm to natural resources does not occur during the construction, operation, and maintenance of the project, other than as authorized herein.

[Sections 27-53, 27-55, BCC, and Section 32.7, BCAC]

e. Liability

The Licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the use of the facilities or property of Broward County's Port Everglades Department, to the extent required by applicable regulations of Broward County.

[Port Everglades Tariff No. 12, and Chapter 42, Exhibit 42.A, Item 405, BCAC]

f. Access

County representatives shall be allowed reasonable access to the power plant site, the water withdrawal facilities, and any associated facilities to enter, inspect, and observe any activities associated with the construction, operation, maintenance, or modification of the PEEC project in order to determine compliance with the conditions of this Certification. The Licensee shall not refuse entry or access to any County representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials.

[Section 27-8, BCC]

g. Enforcement

The County may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules of DEP and the County, as incorporated into this Certification.

[Sections 403.514, F.S., Chapter 27, BCC, and Chapters 32 and 42, BCAC]

B. Port Everglades Department Conditions

1. Any de-commissioning and removal of existing FPL-owned No. 6 heavy fuel oil pipelines and associated facilities from Broward County Land shall be done in accordance with the terms and conditions of the License Agreement between Broward County and FPL for Bulk Petroleum Product Pipelines effective June 24, 2008, attached herein as Attachment D.

2. FPL shall obtain a Petroleum Pipeline License Agreement with Broward County for the installation, operation, and maintenance of the ULSD pipeline and submit an executed copy to the DEP Siting Coordination Office prior to initiating construction of the

SECTION B: SPECIFIC CONDITIONS

pipeline on County land. The License Agreement for the ULSD pipeline shall be incorporated herein as Attachment E.

3. FPL shall obtain a License Agreement with Broward County for the installation, operation, and maintenance of the Aquatic Organism Return System (AORS) and submit an executed copy to the DEP Siting Coordination Office prior to initiating construction of the AORS on County land. The License Agreement for the AORS shall be incorporated herein as Attachment F.

4. FPL shall perform an inspection of and develop a maintenance plan (consistent with the September 30, 1957 Intake and Discharge Easement, included in the SCA) for the intake and discharge canals and ducts off FPL's property. FPL shall submit the results of the inspection and a proposed maintenance plan to the Port Everglades Department for review prior to operation of the PEEC.

[Applicant agreement]

C. Environmental Protection & Growth Management Department Conditions

1. Alternative Water Supplies

FPL shall coordinate with local agencies and governments to seek to eliminate the use of potable water for non-potable uses such as irrigation and process demands at the PEEC. The final site design will not preclude the potential use of reclaimed water for these purposes.

[Applicant agreement]

2. Discharges to surface water from the PEEC shall comply with the applicable Broward County Water Quality Standards.

a. Compliance with the applicable Broward County Water Quality Standards shall be demonstrated through submittal of the once-through non-contact cooling water outfall D-001 Discharge Monitoring Report form required under FDEP-issued NPDES Permit No. FL0001538.

(1) Licensee shall submit the monthly outfall D-001 Discharge Monitoring Report to the Broward County Planning and Environmental Regulation Division on a semi-annual basis.

(2) Water quality monitoring will be performed in accordance with the applicable FDEP sampling protocols.

(3) A National Environmental Laboratory Accreditation Program certified laboratory shall analyze the water quality samples reported on the Discharge Monitoring Report.

[Sections 27-193 through 27-197, BCC]

3. Any dewatering performed within areas relative to the SCA and PEEC project requires a post-certification submittal by the Licensee to the County of a certified dewatering plan, as these areas are either contaminated or are located within one-quarter mile of contamination, in accordance with the Pollution Prevention and Remediation Division's Dewatering Standard Operating Procedure. DEP may coordinate review of any dewatering plans

SECTION B: SPECIFIC CONDITIONS

submitted by the Licensee to multiple agencies to ensure compliance with the Conditions and Certification and applicable non-procedural requirements of those affected agencies.

[Subsections 27-353(i) and 27-355(e), BCC]

VII. CITY OF HOLLYWOOD

A. The approved use shall be vested for development upon the receipt of a Final Order granting Certification pursuant to the Florida Electric Power Plant Siting Act (PPSA). FPL shall record a copy of the Certification in the public records of Broward County prior to commencement of development. Immediately following recordation a copy shall be provided to the City of Hollywood.

B. The applicable building permit and impact fees for the construction project shall be paid by FPL within thirty (30) days of commencing construction of those project features. FPL shall comply with the applicable provisions of the Florida Building Code.

C. FPL shall submit construction coordination plans to the City to address issues such as emergency services and traffic coordination and inspections (30) days prior to commencement of the demolition and construction phases of Project development.

D. FPL shall complete required landscaping within ninety (90) days of the commercial operation date of the Port Everglades Energy Center.

E. All future advertising which identifies the location of the Project must state that the development is in the City of Hollywood.

[Applicant agreement]

Attachment A
Maps (to be attached)

Attachment B

Stormwater Management System Plans (to be attached)

Attachment C

Mitigation Plans (to be attached, as applicable)

Attachment D

License Agreement for Bulk Petroleum Product Pipelines

LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, authorized to transact business in the state of Florida, its successors and assigns, hereinafter referred to as "LICENSEE."

WHEREAS, the COUNTY owns and operates Port Everglades (the "Port"), a deep-water port, located in Broward County, Florida, having facilities for the receipt and handling of Product(s), including lands suitable for the installation, use and maintenance of Pipeline(s).

WHEREAS, the COUNTY has incurred and hereafter will continue to incur substantial costs for construction, maintenance, replacement and repair of facilities essential to accommodate Product(s) receipt, handling and storage at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deep water petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate petroleum terminal users at the Port.

Based upon the foregoing, COUNTY has determined that the covenants of this License Agreement are essential in order to justify the expenditures associated with its role in operating the Port.

WHEREAS, the LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port. The parties acknowledge that LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port; including associated cathodic protection equipment on adjacent COUNTY lands, as defined herein. Collectively referred to hereinafter as "Pipeline(s)."

WHEREAS, this License Agreement ("Agreement") establishes the terms and conditions relating to the LICENSEE installing and maintaining Pipeline(s) and necessary appurtenances for the transportation of Product(s) within the Port; NOW, THEREFORE,

IN CONSIDERATION of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and LICENSEE, intending to be legally bound hereby agree as follows:

ARTICLE 1

RECITALS

1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

1.2 For purposes of this License Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this License Agreement as set forth herein. In the administration of this License Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

COUNTY – Broward County, a political subdivision of the State of Florida, through its governing body, the Broward County Board of County Commissioners.

County Administrator – The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

Indemnified Matters – Any and all suits, claims, causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, losses, liabilities, obligations, penalties and expenditures of any kind including, attorney fees, court costs, and expenses.

License Agreement – This document, the Whereas clauses, recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

LICENSEE – FLORIDA POWER & LIGHT COMPANY.

Pipeline(s) – On-site integral piping owned by LICENSEE conveying Product(s), including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within or adjacent to the Premises described in Exhibit "A."

Port Director – The duly appointed Director of the Port Everglades Department of Broward County.

Premises – The land described in Exhibit "A."

Product(s) – Petroleum products, alternate fuels, and fuel blending components.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port and more particularly described on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any Indemnified Matters as more fully described in Article 12. INDEMNIFICATION of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction

over the Pipeline(s) or at the request of LICENSEE, all expenses of deactivation, and/or relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands, or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title nor interest in and to the Premises, described in Exhibit "A," other than the privilege of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE to install, maintain, operate, repair, replace and remove its Pipeline(s).

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by all parties and shall continue for a period of ten (10) years unless sooner terminated as provided herein.

ARTICLE 6

BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE.

6.1 The existing Pipeline(s) shall be maintained in a good state of repair and at their original design depths. Any new or replacement Pipeline(s) shall be laid underground so that there will be not less than thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land and thereafter maintained in a good state of repair. Such installation shall be in accordance with all laws, ordinances and regulations now or hereafter imposed by all governmental bodies, agencies or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY and the operator of the railroad facilities at the Port.

6.2 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any

pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation by LICENSEE or its operation, maintenance, or removal of the Pipeline(s), LICENSEE shall at its own expense replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

6.3 This license is subject to the understanding of the parties that the Pipeline(s) will be installed and maintained below ground. COUNTY expressly reserves the right to continue to use or to allow third parties to use the surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon; provided, that such continued use will not unreasonably interfere with the rights and uses granted LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof.

6.4 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of the Pipeline(s), LICENSEE and COUNTY shall work together to minimize the cost of removal and replacement of any cargo or other materials stored thereon. The cost of such removal and replacement of said cargo or other materials shall be borne by LICENSEE.

6.5 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall not only survive the original installation of the Pipeline(s) or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.6 Except as otherwise provided herein, all brush, trimmings and other growth cut by LICENSEE and all earth and other material removed by LICENSEE shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

6.7 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop or re-develop utilities, cables, roads, parking areas, pavements, piers, docks, deep water slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install and/or develop such improvements shall be given by COUNTY to LICENSEE one (1) year before same shall be made. Any

required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the re-development of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning or removing of its Pipeline(s). COUNTY agrees that such rules, regulations and policies shall operate in a uniform way with respect to all persons and entities engaged at the Port in the same or a similar class of business and handling the same commodities or materials, as that agreed to be conducted or handled by LICENSEE herein. Such rules, regulations and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations and policies upon request of LICENSEE.

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing and inspection records. All maintenance tests shall be performed in accordance with the latest provisions of Chapter 62-762, F.A.C., and other applicable state and federal regulations.

7.3 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required, upon reasonable notice to LICENSEE.

7.4 LICENSEE shall comply with all applicable federal, state and local statutes and administrative rules and shall follow industry standards as criteria to operate, maintain, and repair the Pipeline(s) to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing the COUNTY with quarterly written reports detailing

cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization which the COUNTY monitors regularly and which provides the COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies, the COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines and policies as may be imposed by the COUNTY with reference to placement of cathodic protection systems on COUNTY owned land within the Port.

7.8 LICENSEE shall provide the COUNTY with immediate notification of all failures or incidents involving suspected failures of Pipeline(s) followed by a copy of Incident Notification Form and/or Discharge Report Form concurrent with the State required filing. LICENSEE shall provide the COUNTY with copies of all follow-up correspondence with State and COUNTY environmental officials regarding reported failures or incidents and any resulting discharge.

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, it shall also contract with an independent inspection and testing company to provide an in depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to the COUNTY and LICENSEE.

7.10 At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a re-occurrence.

7.11 Information regarding bulk product piping incidents or failures will be analyzed internally by the COUNTY, and if necessary, referred to a consultant for further consideration at LICENSEE's expense. Any such consultant shall be approved by LICENSEE and COUNTY before being engaged, and the approval of the consultant by LICENSEE and COUNTY shall not be unreasonably withheld.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES:
Attention: Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to the LICENSEE shall be addressed to:

FLORIDA POWER & LIGHT COMPANY
Attn: Tim Corson
Right of Way Representative
PO Box 8248
Fort Lauderdale, FL 33340

With copies mailed to:

FLORIDA POWER & LIGHT COMPANY
Attn: General Counsel
PO Box 14000
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Fuel Oil Manager
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Contract Administration
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

ARTICLE 9

NON-EXCLUSIVE

The privilege provided to LICENSEE in this Agreement shall not be construed as precluding COUNTY from granting like or similar privileges to others, including the right of COUNTY, its grantees or assignees in implementing the use of any such additional licenses, to cross over or under the Pipeline(s) installed by LICENSEE hereunder provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 10

TIME OF ESSENCE - PARTIES' RIGHTS CUMULATIVE

Time of performance by the parties of each and every provision, covenant and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the State of Florida. Failure on the part of a party to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

ARTICLE 11

TERMS BINDING ON SUCCESSORS AND ASSIGNS

The provisions and terms hereof shall extend to and be binding upon the parties hereto their successors and assigns.

ARTICLE 12

INDEMNIFICATION

12.1 LICENSEE covenants and agrees at its sole cost and expense, to indemnify, defend and hold COUNTY, its officers, agents, servants and employees harmless from and against Indemnified Matters, which may at any time be imposed upon, incurred by or asserted or awarded against COUNTY and arising from or out of the past, present, or future installation, operation, maintenance, replacement, repair, abandonment or removal of the Pipeline(s) or other use of the Premises (whether legal or illegal) by LICENSEE, its predecessors, successors, assigns, servants, agents, or employees, except to the extent such Indemnified Matters arise directly from the negligence of COUNTY or willful misconduct of COUNTY, its predecessor, servants, agents, or employees.

12.2 Promptly after the receipt by COUNTY of written notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the Indemnified Matters, COUNTY shall notify LICENSEE thereof in writing; but the failure by COUNTY promptly to give such notice shall not relieve LICENSEE of any liability which it may have to COUNTY hereunder.

12.3 It is expressly understood and agreed that failure by COUNTY to object to any actions taken by LICENSEE or LICENSEE's failure to take any action shall not be construed to be an approval by COUNTY of such actions or failure to act.

12.4 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations which LICENSEE has under this Agreement and shall survive the term of this Agreement.

12.5 COUNTY agrees to cooperate with LICENSEE with respect to the Indemnified Matters.

ARTICLE 13

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

13.1 It is expressly understood and agreed that LICENSEE shall have and COUNTY grants to LICENSEE, the rights of ingress and egress upon, the Premises (as well as the COUNTY's adjacent property, as reasonably required) at all times, for the purpose of operating, installing, repairing, replacing, maintaining and removing the Pipeline(s).

13.2 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving installing, repairing, replacing or removing of any Pipeline(s) on the Premises without and until the written approval of COUNTY for such planned work has been given. Such written approval by COUNTY shall not be unreasonably withheld.

13.3 LICENSEE shall obtain all required governmental approvals for such work and shall comply with such other rules and regulations as may be reasonably prescribed by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's sublessees, employees, invitees and guests observe these requirements. All reasonable costs associated with the construction and repair of any Pipeline(s), security fence, barrier, access control and monitoring system, including, but not limited to gates, signs or locks (keying and re-keying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Pipeline(s) exist on the Premises.

ARTICLE 14

WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF

14.1 LICENSEE shall pay or cause to be paid wharfage on the Product(s) off-loaded by it from vessels or loaded by it on vessels at the Port and transported through the Pipeline(s) as well as additional charges for LICENSEE's use of other available services, facilities or equipment at the Port as provided for in Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

14.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the

Port by water and upon which wharfage charges have already been paid to COUNTY.

14.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged) as amended or revised at the time the gauge is taken. Representatives of the COUNTY may be present when said measurements are taken. LICENSEE agrees to furnish, each time Product(s) is discharged at the Port, a sworn statement which will disclose the volume in barrels and type of Product(s) received or loaded by LICENSEE. LICENSEE agrees to furnish COUNTY with a copy of the Ship's Manifest and related inspector's report for each cargo unloaded or loaded over the wharf of the Port and such other records and data as might reasonably be requested by COUNTY. LICENSEE also hereby gives COUNTY the right, upon not less than three (3) business days' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. The wharfage charges to be paid by LICENSEE to COUNTY shall be promptly paid and be subject to the account receivable policy of the COUNTY, uniformly imposed.

14.4 In making use of the Premises, Port facilities, equipment or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

ARTICLE 15

COVENANTS OF PARTIES

15.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain and make available for use by LICENSEE, deep-water port facilities that will provide efficient, safe and useable means for the importation of Product(s) by water. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a violation or breach by COUNTY of its obligations hereunder.

15.2 Facilities having specifications substantially the same as those which exist at the time of the execution of this Agreement are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this Section.

15.3 Notwithstanding any language contained herein to the contrary, LICENSEE shall have no liability or obligation to indemnify COUNTY for any pre-existing environmental impairments, liabilities, or conditions or any other environmental impairments, liabilities or conditions not caused by LICENSEE, its predecessors, employees, agents, invitees or contractors.

15.4 In consideration of the foregoing, LICENSEE covenants and agrees with COUNTY that during the term of this Agreement or any extension thereof:

15.4.1 LICENSEE, its parent, and affiliated or related companies will not import Product(s) into the Port Everglades Jurisdictional Area by any means other than by water, rail or truck.

15.4.2 In the event LICENSEE brings into the Port, Product(s) by means other than by water, rail or truck this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 21. TERMINATION/NON-USE, herein.

ARTICLE 16

INSURANCE REQUIREMENTS

16.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers Compensation, Business Automobile Liability and Environmental Impairment Liability in the amounts as follows:

16.1.1 Commercial General Liability in the amount of \$25,000,000.00 combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name Broward County Board of Commissioners as an additional insured.

16.1.2 Environmental Impairment Liability in the minimum amount of \$10,000,000.00 per occurrence.

16.1.3 Business Auto Liability in the minimum amount of \$50,000.00 per person, and \$100,000.00 per incident as to Bodily Injury and \$20,000.00 per incident as to Property Damage, with no deductible. Such policy shall insure owned, non-owned and hired vehicles.

16.1.4 Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

16.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance which provide COUNTY with thirty (30) days' prior written notice of cancellation and/or non-renewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein.

16.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty

(60) days prior to the Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) days of request.

ARTICLE 17

COMPLIANCE WITH LAWS

17.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all federal, state and local laws, ordinances, rules and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

17.2 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state or local law requiring a demonstration of financial responsibility for petroleum terminal facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. LICENSEE shall provide to COUNTY written evidence of its compliance with such financial responsibility requirements or evidence that it is not subject to such requirements.

17.3 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable laws, rules and regulations and keep active, any permits and/or licenses as required to meet its obligations hereunder.

ARTICLE 18

LICENSE, PERMITS, TAXES

18.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by LICENSEE at Terminal(s) in the Port.

18.2 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 19

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 20

DEFAULT – REMEDIES

20.1 In the event that one of the parties should default in the performance of its obligations hereunder and such default shall continue to exist or a cure has not been initiated for thirty (30) days after written notice of such default is given (as provided for in Article 8. NOTICE herein), the nondefaulting party, at its option, may terminate this Agreement.

20.2 In the event that one of the parties should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the nondefaulting party, the nondefaulting party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 21

TERMINATION/NON-USE

21.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 20. DEFAULT - REMEDIES herein, this Agreement may be terminated by COUNTY upon non-use of the Pipeline(s) by LICENSEE for a continuous period of three (3) years.

21.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense and at the sole option of COUNTY shall either:

21.2.1 Remove the Pipeline(s) that are the subject of this Agreement; or

21.2.2 Deactivate and/or abandon Pipeline(s) or segments thereof, in accordance with specifications approved in writing by COUNTY and in accordance with all applicable federal, state or local statutes or regulations.

21.3 Such removal, abandonment or deactivation shall commence within sixty (60) days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal, abandonment or deactivation, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the Pipeline(s) have not caused contamination of the environment in contravention of any applicable federal, state and/or local statutes or regulations. If the environmental assessment indicates that the LICENSEE's use and operation of the Pipeline(s) has caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 22

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE 23

MISCELLANEOUS

23.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules or regulations which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including without limitation, any pledge, transfer, hypothecation or assignment made at any time by COUNTY to secure any such bonds.

23.2 Within eighteen (18) months after the commencement date of this Agreement, LICENSEE shall, at its expense, provide the COUNTY with a complete set of "as built" plans and locations (using the Florida State Plane Coordinate Grid System and signed/sealed by a State of Florida registered land surveyor) of Pipeline(s), both active and inactive, at the Premises including one set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to the COUNTY. Plans will be updated to reflect completion of any additional installation and any alteration of said Pipeline(s). All improvements on the Premises shall be, and remain, free and clear of all liens, claims and encumbrances whatsoever. During any installation, maintenance and repair of the Pipeline(s), LICENSEE shall furnish COUNTY with two sets of "as built" plans.

23.3 It is agreed by and between the parties hereto that this Agreement replaces and supersedes all prior agreements, easements and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and the COUNTY.

23.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the City of Fort Lauderdale, the City of Dania, and Broward COUNTY (collectively, "Development Orders"). COUNTY has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR

Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

23.4.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document which is in conflict with the rights granted LICENSEE herein.

23.5 LIMITATION ON EXPANSION OF LIABILITY OR INDEMNITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability or indemnity obligation of the other party as applicable under the terms and conditions of this Agreement.

23.6 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both parties with the same formality as this Agreement.

23.7 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

23.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23.9 THIRD PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties hereto agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

23.10 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

23.11 CAPTIONS AND HEADINGS. The Section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

23.12 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

23.13 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward COUNTY, Florida the venue situs, and shall be governed by the laws of the State of Florida.

23.14 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. The LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. The LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

23.15 The LICENSEE'S decisions regarding the operations outlined in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

23.16 The LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16- 1/2) in performing any services pursuant to this Agreement.

23.17 AUDIT RIGHT AND RETENTION OF RECORDS.

23.17.1 COUNTY shall have the right to audit the books, records, and accounts of LICENSEE that are related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.

23.17.2 LICENSEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to LICENSEE's records, LICENSEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by LICENSEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

23.18 SECURITY.

23.18.1 To the extent applicable to the Premises, and while on the Premises and other land subject to Section 311.12, F.S., within the Port, LICENSEE, at its sole cost, shall comply with Section 311.12, F.S., Seaport Security Standards, and Section 311.125, F.S., Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for ports, and shall obtain all necessary security clearances, including criminal background checks for the LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to the COUNTY's security plan for the Port.

23.18.2 In addition, LICENSEE and COUNTY acknowledge that security measures at Port Everglades may be increased and that such

efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including but not limited to the United States Custom Service, the United States Coast Guard, the State of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and/or its employees, representatives, contractors, guests and invitees.

23.19 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its _____, authorized to execute same by Board action on the 24th day of June, 2008, and FLORIDA POWER & LIGHT COMPANY, signing by and through its Angela J. Wallace, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

RHB Brown
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

Chris Wexler
Mayor

June, 2008

Reviewed and Approved by
Risk Management

[Signature]
Risk Management Division

Approved as to form by
JERREY J. NEWTON, County Attorney
Office of County Attorney
Broward County, Florida
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: [Signature]
Angela J. Wallace (6/12/08)
Assistant County Attorney

LICENSEE

WITNESSES:

FLORIDA POWER & LIGHT COMPANY

By: Joseph O'Hagan
Joseph O'Hagan
(PRINT NAME)

By: [Signature]
T. Corson
Corp. Real Estate
Project Manager

By: Jeff Long
(PRINT NAME)

11th day of June, 2008

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(A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 1

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF THE MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 23.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 87.37 FEET; THENCE SOUTH 42°55'47" WEST A DISTANCE OF 50.95 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 92.85 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°02'57" WEST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 64.60 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "B"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 452.15 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "C"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 475.36 FEET TO A POINT; THENCE SOUTH 01°12'54" EAST A DISTANCE OF 241.03 FEET TO A POINT; THENCE SOUTH 01°10'16" EAST A DISTANCE OF 242.52 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "D"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 158.17 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13" BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF TERMINATION AT A VALVE PIT AT BERTH 12.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "C" THENCE SOUTH 02°05'46" EAST A DISTANCE OF 87.50 FEET TO A POINT LYING 3.50 FEET SOUTH OF THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91; THENCE NORTH 88°00'32" EAST 3.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LEASE A DISTANCE OF 83.84 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "D" THENCE NORTH 87°54'14" EAST A DISTANCE OF 105.73 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 13.00 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 321.80 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "E"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 46.70 FEET; THENCE SOUTH 47°06'21" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 405.00 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 33.20 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 15, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "G".

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT TO A VALVE PIT AT BERTH 14)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "E"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 14.

TOGETHER WITH: (A 16.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 8.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 309.25 FEET TO A POINT OF TERMINATION OF SAID 16.00 FOOT EASEMENT, SAID POINT ALSO BEING REFERENCE POINT "E".

TOGETHER WITH: (A 30.00 FOOT WIDE PIPELINE AND VALVE PIT EASEMENT)

A STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "E"; THENCE SOUTH 87°10'13" WEST A DISTANCE OF 8.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 49.70 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 11)

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 14.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 9.5 FEET; THENCE SOUTH 02°01'40" EAST A DISTANCE OF 13.0 FEET; THENCE NORTH 87°58'20" EAST A DISTANCE OF 9.5 FEET; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 13.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PITS NORTH OF BERTH 12)

BEGINNING AT SAID REFERENCE POINT "B"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 37.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 37.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT WEST OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 1°10'16" WEST A DISTANCE OF 156.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET; THENCE NORTH 01°10'16" WEST A DISTANCE OF 8.0 FEET; THENCE SOUTH 88°49'44" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 01°10'16" EAST A DISTANCE 8.0 FEET; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT SOUTH OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 98.2 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 3.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 12.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 9.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 14)

COMMENCING AT SAID REFERENCE POINT "F" THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "G"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 2

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 653.96 FEET TO THE INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH WALL OF SLIP 3 AS PRESENTLY CONSTRUCTED; THENCE SOUTH 87°58'20" WEST ALONG THE SAID EASTERLY PROJECTION OF AND THEN ALONG THE NORTH WALL OF SLIP 3 A DISTANCE OF 406.14 FEET; THENCE NORTH 02° 03'14" WEST A DISTANCE OF 21.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 3.50

FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 88.04 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "H"; THENCE SOUTH 88° 25'28" WEST A DISTANCE OF 423.03 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 24.78 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 163.23 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "J"; THENCE CONTINUE SOUTH 87° 25'28" WEST A DISTANCE OF 147.72 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 70.47 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 134.00 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 43.24 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 2.71 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 5.42 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 2.42 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 113.90 FEET; THENCE SOUTH 42° 25' 28" WEST A DISTANCE OF 47.25 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 130.50 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 1.86 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 6.37 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "K"; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 140.00 FEET MORE OR LESS TO THE POINT OF TERMINATION AT THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13".

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "K"; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 99.26 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 2.16 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 12.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 352.29 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 24.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 415.83 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 35.51 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "L" BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "H"; THENCE NORTH 02° 34'32" W A DISTANCE OF 26.75 FEET TO A POINT ON THE SOUTH LINE OF AN EASEMENT FOR AN ISOLATION PIT, SAID POINT BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "J"; THENCE SOUTH 0° 00' 00" EAST A DISTANCE OF 72.14 FEET TO THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY, AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91, BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "H"; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 88.04 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 4.0 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 14.0 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 11.5 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 14.0 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "L"; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 2.60 FEET; THENCE NORTH 02° 05'19" WEST A DISTANCE OF 11.0; THENCE NORTH 87° 54'41" EAST A DISTANCE OF 17.0 FEET; THENCE SOUTH 02° 05'19" EAST A DISTANCE OF 11.0 FEET; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 14.4 FEET TO THE POINT OF BEGINNING.

EXTENDING AND SHORTENING SIDELINES OF STRIP DESCRIPTIONS SO AS TO INTERSECT THE SIDELINES.

THESE LEGAL DESCRIPTIONS ARE INTENDED TO COVER ALL UNDERGROUND PETROLEUM FACILITIES CURRENTLY OWNED BY FLORIDA POWER AND LIGHT COMPANY.

SAID LANDS SITUATE AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY FLORIDA.

NOTE: THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF SOUTH 02° 01' 40" EAST ON THE EAST LINE OF PARCEL "A" AS SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

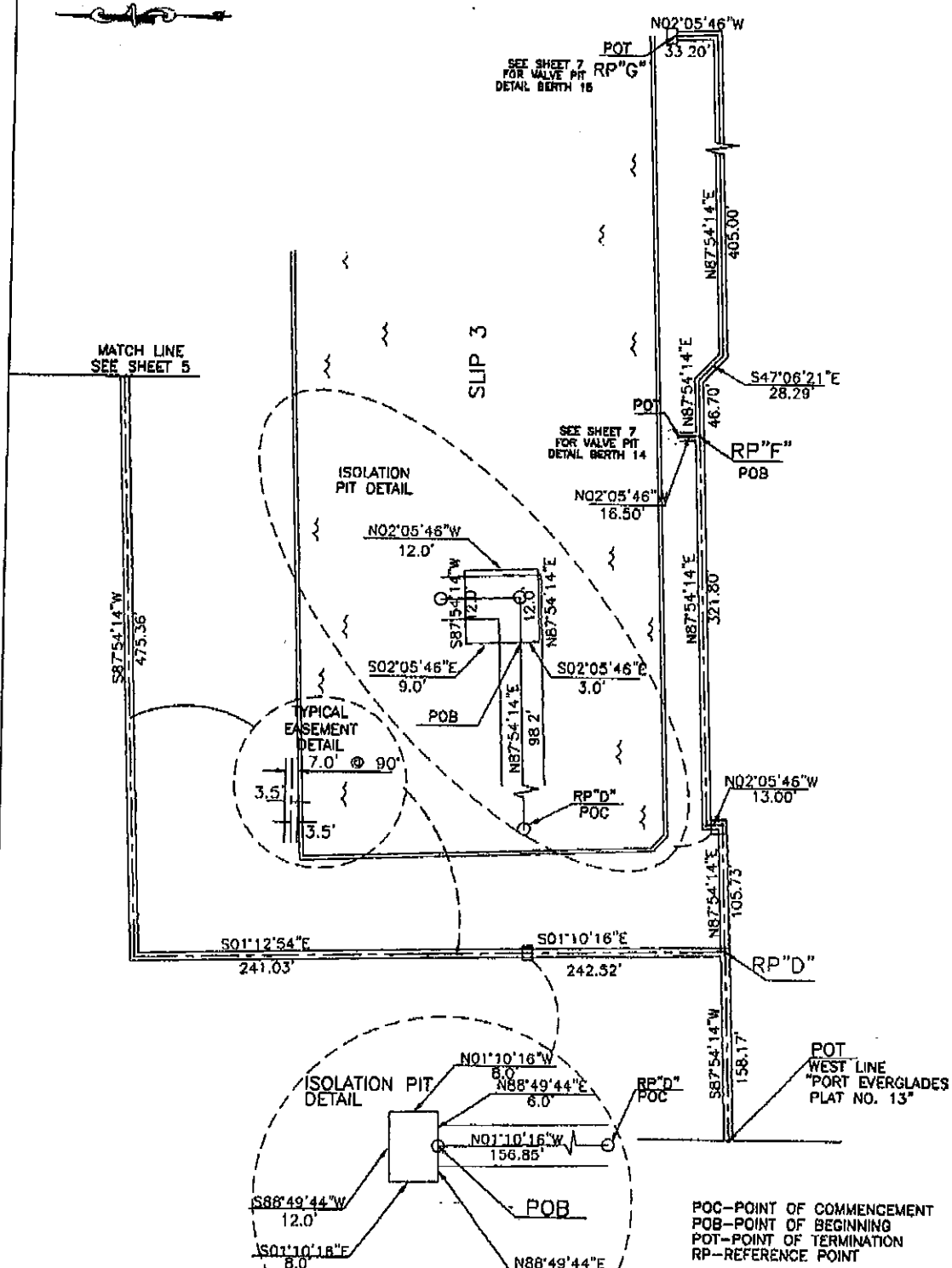
PORT EVERGLADES DEPARTMENT OF BROWARD COUNTY


GARY L. BOGUMILL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5376
STATE OF FLORIDA

NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER

FPL OIL EASEMENT NO.1

SHEET 6 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

A DEPARTMENT OF BROWARD COUNTY

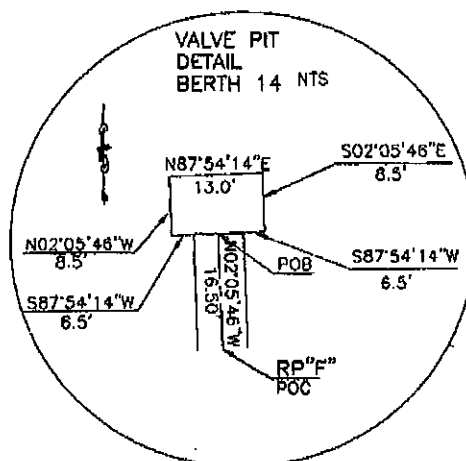
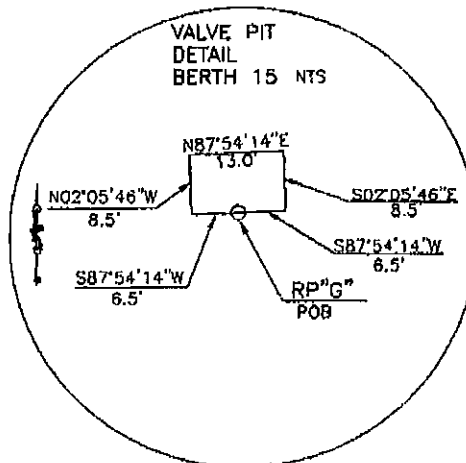
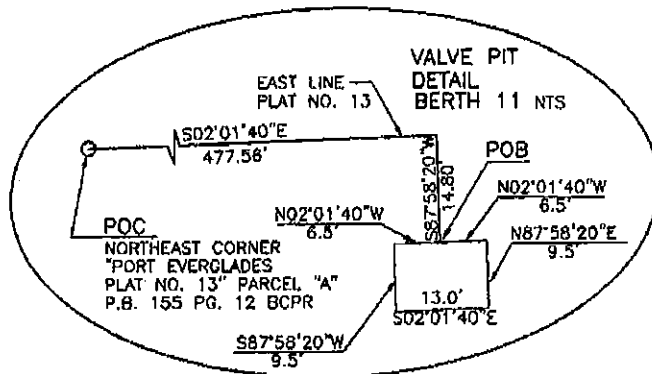
EASEMENTS TO FPL FOR PETROLEUM FACILITIES

REQUEST	OWNER	ADDRESS	BOND #	
	BO		98P 4329	
DATE	PLAT	ACRES	SHEET	OF
3/12/98	1' to 100'	FPL	5	9

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.1

SHEET 7 OF 9



POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

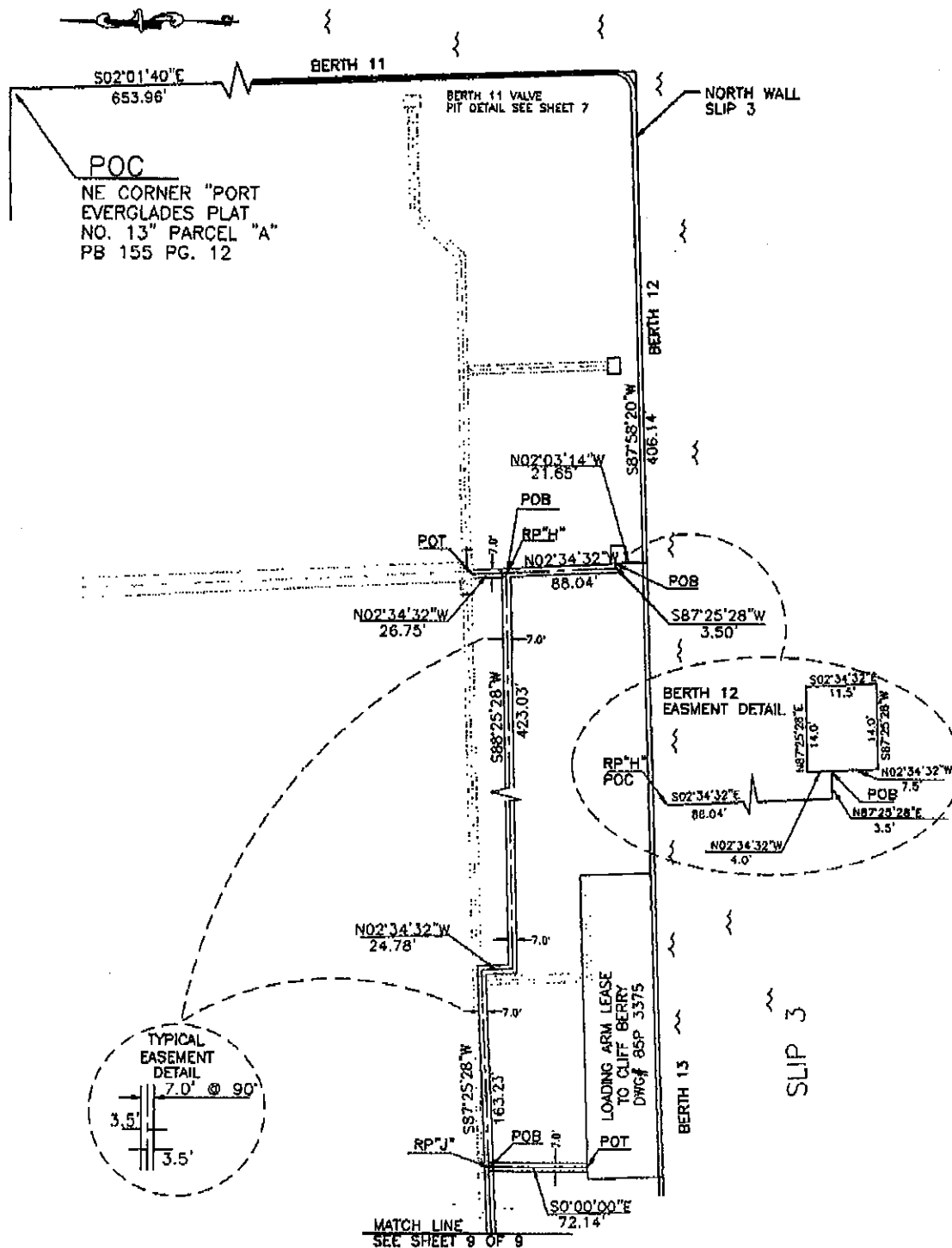
EASEMENTS TO FPL
FOR PETROLEUM FACILITIES

REVISIONS	DATE	BY	CHKD BY	REVISION NO.
1	3/12/98	1"	FPL	98P 4329
2				7
3				9

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 8 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

**EASEMENTS TO FPL
FOR OIL LINES**

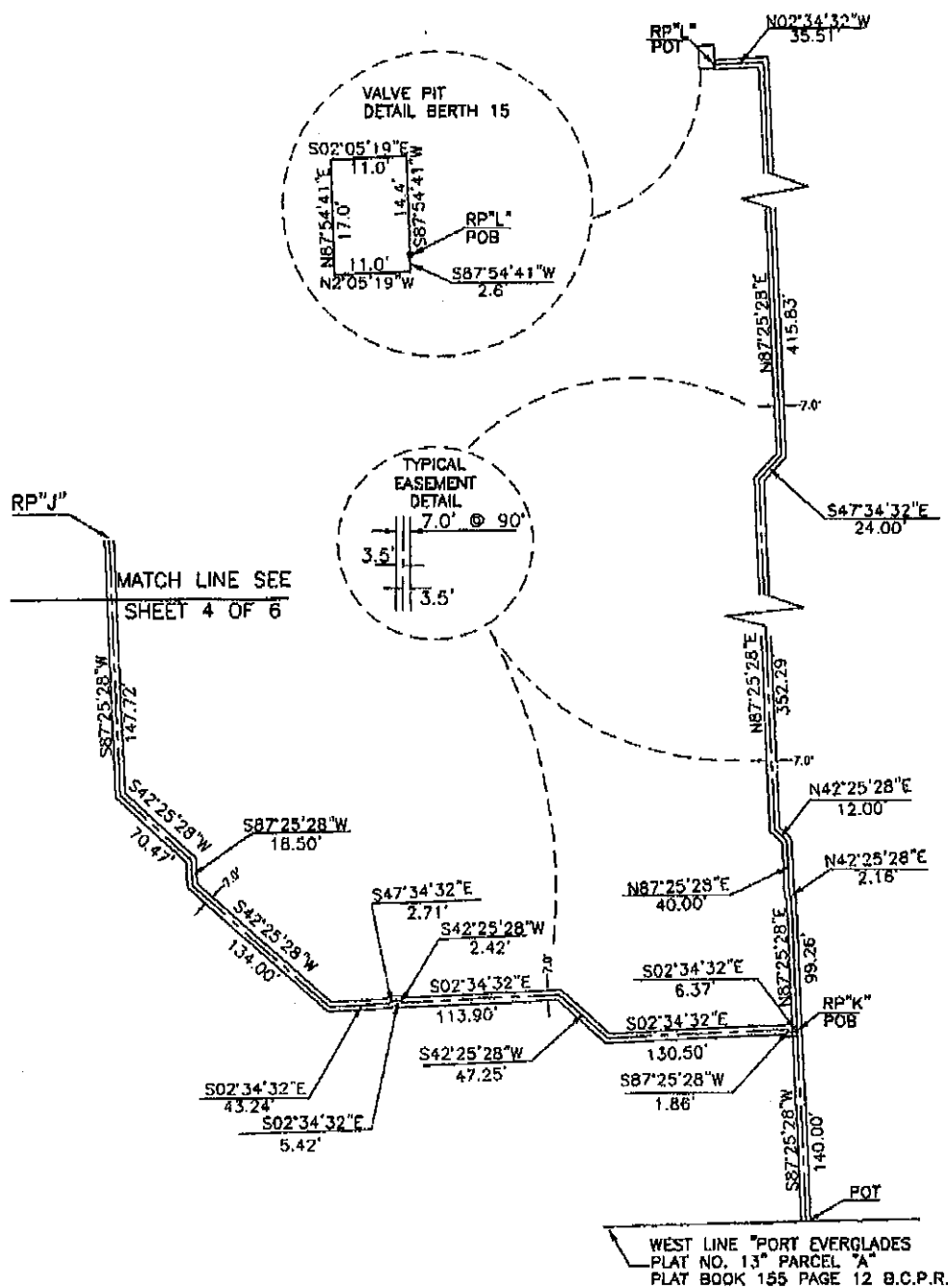
POC--POINT OF COMMENCEMENT
POB--POINT OF BEGINNING
POT--POINT OF TERMINATION
RP--REFERENCE POINT

REVISED	BY	DATE	APPROVED BY
DATE	SCALE	DATE	DATE
3/12/98	1"=100'	FPL	98P 4329

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 9 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

EASEMENTS TO FPL
FOR PETROLEUM FACILITIES

DATE	BY	CHKD	APP'D
3/12/98	JW	FPL	9

POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

Attachment E

License Agreement for ULSD Oil Pipeline (to be attached)

Attachment E

License Agreement for ULSD Oil Pipeline (to be attached)

Attachment F

License Agreement for Aquatic Organism Return System (to be attached)

Appendix I
NPDES Permit FL0001538 (to be attached)

Appendix II–1

Public Service Commission Determination of Need

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to determine need for
modernization of Port Everglades Plant, by
Florida Power & Light Company.

DOCKET NO. 110309-EI
ORDER NO. PSC-12-0187-FOF-EI
ISSUED: April 9, 2012

The following Commissioners participated in the disposition of this matter:

RONALD A. BRISÉ, Chairman
LISA POLAK EDGAR
ART GRAHAM
EDUARDO E. BALBIS
JULIE I. BROWN

ORDER GRANTING DETERMINATION OF NEED

BY THE COMMISSION:

BACKGROUND

On November 21, 2011, Florida Power & Light Company (FPL or Company) filed a Petition to Determine Need for Modernization of Port Everglades Plant (PEEC) pursuant to Sections 366.04 and 403.519, Florida Statutes (F.S.), and Rules 25-22.080, 25-22.081, 25-22.082 and 28-106.201, Florida Administrative Code (F.A.C.).¹ PEEC involves the construction of a Combined Cycle power plant with a summer capacity rating of about 1,277 Megawatts (MW) and a commercial operation date of June 2016. PEEC will replace four dual-fuel fired steam generating units that entered service in the 1960s at FPL's Port Everglades site in Broward County, Florida. The modernized plant's primary fuel will be natural gas, and it will have the capability to burn a light fuel oil as a back-up fuel. On November 28, 2011, the Florida Public Service Commission (Commission) issued its Notice of Commencement of Proceedings for Determination of Need. On December 9, 2011, we issued Order No. PSC-11-0565-PCO-EI, establishing procedure in this docket. On January 13, 2012, the prehearing and hearing were noticed in the Florida Administrative Weekly. On January 17, 2012, FPL and our staff (Staff) filed prehearing statements. A prehearing was held on January 31, 2012. On February 13, 2012, we issued Prehearing Order No. PSC-12-0063-PHO-EI. On February 14, 2012, five days prior to the hearing and after the prehearing conference and the issuance of the Prehearing Order, the Florida Industrial Power Users Group (FIPUG) filed its Petition to Intervene. On February 15, 2012, FPL filed its Response in Opposition to FIPUG's Petition to Intervene. On February 16, 2012, FIPUG filed a Motion for Leave to file a Response to FPL's Motion in Opposition, FPL filed its Opposition to FIPUG's Motion for Leave to file a Response, and we issued Order No. PSC-12-0070-PCO-EI, granting FIPUG's Petition to Intervene and denying FPL's Response in

¹ Pursuant to Section 403.519, F.S., a hearing must be held within 90 days, and an order granting or denying issued within 135 days, of a petition for a determination.

DOCUMENT NUMBER DATE

02113 APR-9 2012

FPSC-COMMISSION CLERK

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DOCKET NO. 110309-EI
PAGE 2

Opposition.² On February 20, 2012, FIPUG filed a Notice of Positions on Issues to be decided. A hearing was held on February 20, 2012.

As reflected in the Prehearing Order, prior to the hearing, Staff was recommending that the case be stipulated, all but one FPL witness had been excused from the proceeding, and testimony and exhibits, including all of FPL's responses to Staff's discovery, were to be inserted into the record.³ The one unexcused witness was FPL witness Silva who was available to answer questions on all issues. At the hearing, the Chairman clarified what "taking the case as you find it" meant with respect to the FIPUG intervention. FIPUG argued for latitude while FPL argued that, based on the status of the case, FIPUG's participation should be limited to making an opening statement. "In an abundance of caution," the Chairman ruled that, "we will allow for an opening statement, we will allow for cross-examination of the one witness, and participation as any other party would participate at this juncture today."

Briefs were due on March 2, 2012. On March 1, 2012, FIPUG filed its Unopposed Motion for Extension of Time to file its brief which was granted that day by Order No. PSC-12-0090-PCO-EI. On March 5, 2012, FIPUG and FPL each filed a post-hearing brief.

In its post-hearing brief, FIPUG added an issue⁴ that was not included in the Prehearing Order. While the issue itself is not properly before us,⁵ FIPUG incorporated the argument associated with the issue by reference in its position on other issues. As such, the arguments have been considered in that context. The substance of FIPUG's Proposed Conclusions of Law, numbered 1 through 3, are considered in our review of the issues. FIPUG's Proposed Conclusions of Law, numbered 4 through 6, suggest procedural errors at hearing; these are more appropriately raised on reconsideration or appeal.

Pursuant to Section 403.519(3), F.S., this Commission is the sole forum for the determination of need for an electrical power plant. In making our determination, we must take into consideration the need for electric system reliability and integrity, the need for adequate electricity at a reasonable cost, the need for fuel diversity and supply reliability, whether the proposed plant is the most cost-effective alternative available, and whether renewable energy sources and technologies, as well as conservation measures, are utilized to the extent reasonably available. Based on the plain meaning of the statute, a utility need not prevail on every consideration in order for us to determine that there is a need for a proposed electrical power plant.

This Order will reference exhibits and testimony that are contested by FIPUG. However, we find that witness Silva's direct, summary, and extensive cross examination testimony, even when standing alone, provides an adequate basis for us to determine the need for PEEC. Our

² The Order Granting Intervention provided that, "[P]ursuant to Rule 25-22.039, Florida Administrative Code, FIPUG takes the case as it finds it as set forth in Order No. PSC-12-0063-PHO-EI, issued on February 13, 2012."

³ Order No. PSC-12-0063-PHO-EI, at Section VI, pp. 3-4.

⁴ FIPUG's Issue 6.

⁵ See Order No. PSC-11-0565-PCO-EI at Section VII. C., p. 6. Waiver of Issues.

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decision in this case is consistent with the proposed stipulated language that was incorporated in the Prehearing Order.

ISSUES PRESENTED

A. Electric System Reliability and Integrity

We have been asked to determine whether there is a need for the proposed modernization of FPL's Port Everglades plant, taking into account the need for electric system reliability and integrity, as this criterion is used in Section 403.519(3), F.S.

FPL

FPL asserts that adding PEEC in 2016 is the most cost-effective power source for customers and that delaying PEEC's in-service date will result in increased costs for construction labor and equipment and the potential for substantial environmental cost increases. The Company argues that PEEC's location within the Company's most concentrated service area, Miami-Dade and Broward County, enhances reliability in terms of transmission load-to-generation balance and fuel supply. FPL contends that adding small capacity additions would ignore this Commission's precedent and fundamental principles of resource planning. The Company asserts that it has a steadily growing need that will reach 1,468 MW in 2021 and that this scenario is consistent with a prior Commission decision in which we approved the need for proposed generation in order to meet forecasted growth beyond the in-service date.

FIPUG

FIPUG asserts that FPL failed to establish and carry its burden of proof that the Company needs an additional 1,277 MW project to maintain system reliability and integrity. FIPUG argues that, at best, FPL has identified only 284 MW of need in 2016, and questions the need for a 1,277 MW project to meet a 284 MW need. FIPUG contends that there are more cost-effective and efficient ways to meet this need, and that FPL failed to pursue such alternatives. FIPUG argues that the reliability need for PEEC is driven by the reduction of purchased power agreements and the increase in wholesale sales. FIPUG asserts that FPL did not explore whether it could avoid the need to build PEEC by simply operating for a brief period of time below a 20 percent reserve margin.

Review

FPL evaluates the adequacy of its resources to meet the needs of its customers considering peak demand and a 20 percent reserve margin criterion. The 20 percent minimum reserve margin criterion is based on the reliability planning standard FPL stipulated to, and this Commission approved by Order No. PSC-99-2507-S-EU. FIPUG expressed concern that FPL

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did not explore a departure from its 20 percent criterion. However, the Chairman determined that reliance on the 20 percent reserve margin criterion is “not one of the issues that’s taken up in the Prehearing Order,” and is therefore beyond the scope of this proceeding.

FPL’s projected summer peak demand is based on assumptions developed by industry experts, is consistent with historical experience, and relies on forecasting methods that have been previously reviewed and accepted by this Commission. FPL’s load forecasts are reasonable for the purposes of this docket and include adjustments for wholesale loads. Although FIPUG questions the Company’s decision to sell 200 MW of power to Seminole Electric beginning in 2014, the Chairman determined that the appropriateness of FPL’s wholesale agreements was outside the scope of this proceeding.

FPL’s projected summer capacity includes its currently active generation fleet as well as future generation additions that we have already approved. FPL’s projected summer capacity also considers the cost-effective removal of older generating units from active service which reduces FPL’s summer capacity in 2016. Additionally, the expiration of existing purchased power agreements results in a loss of 1,306 MW of summer capacity by 2016. FPL has determined that renewing its agreements with Southern Company (totaling 931 MW), which expire at the end of 2015, would no longer be economic for its customers. While its initial filing indicated that 375 MW of purchased coal generation from JEA will no longer be available due to Internal Revenue Service regulations in 2016, the Company has since expressed that the purchase may extend beyond 2016. Upon review, we hereby require that FPL continue to report the status of the PEEC to us annually. If the economics of purchased power change, to be more cost-effective, the Company must act accordingly.

Based on current projections of load growth and available firm capacity, FPL’s summer reserve margin will fall below 20 percent starting in 2016. Table 1, below, summarizes FPL’s projected capacity needs through 2021. The addition of PEEC in 2016 will provide 1,277 MW of capacity to help satisfy the Company’s capacity needs through 2020. FIPUG contends that the size of PEEC is in excess of the projected need. However, while the addition of smaller units in 2016 would delay the in-service date of PEEC, the record reflects that this approach is not economic at this time.

Table 1: FPL’s Reserve Margin Analysis

	Total Summer Capacity	Firm Peak Demand	Reserve Margin	MW Need
2012	24,679	19,637	25.7%	(1,115)
2013	25,294	19,822	27.6%	(1,507)
2014	26,597	20,971	26.8%	(1,432)
2015	27,553	21,382	28.9%	(1,894)
2016	25,851	21,779	18.7%	284
2017	25,851	21,862	18.2%	384
2018	25,851	21,875	18.2%	400
2019	25,851	22,111	16.9%	683

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	Total Summer Capacity	Firm Peak Demand	Reserve Margin	MW Need
2020	25,851	22,437	15.2%	1,074
2021	25,851	22,766	13.6%	1,468

In evaluating the results of the reserve margin criterion analysis, FPL has expressed concern that its reserves over time will become increasingly dependent upon DSM resources, as opposed to generation resources. Without new capacity in 2016, FPL's total reserves would be 4,072 MW of which only 1,536 MW would come from generation resources. Therefore, DSM would provide most of the system reserves. FPL is conducting reliability studies to determine if the 20 percent reserve margin criterion should be supplemented with a minimum reserve margin contribution from generation-only resources. FIPUG did not address potential concerns about greater reliance on DSM.

FPL has also expressed a concern regarding its growing reliance on transmission for importing power into Miami-Dade and Broward Counties (the most populated counties in FPL's territory with the highest concentration of customer load). The two counties together represented more than 40 percent of FPL's total load in 2011, approximately 9,500 MW. The installed capacity in the area, in 2011, was approximately 5,000 MW. Therefore, FPL is largely reliant on power imported into the area which must overcome line losses and is more susceptible to interruptions from natural elements, such as lightning and storms. As such, placing generation near FPL's load center in Miami-Dade and Broward Counties is desirable. If the addition of new generation into Miami-Dade and Broward Counties were delayed beyond 2020, FPL would be forced to incur over \$600 million in transmission upgrades to continue reliable service into southeastern Florida. FIPUG did not contest the benefits of locating generation near load centers.

Section 403.519(3), F.S., requires that we consider the need for fuel diversity and supply reliability. PEEC will be capable of burning light fuel oil in the event of a natural gas supply disruption and has on-site storage to allow 72 hours of continuous operation. Additionally, the Port Everglades site, because of its coastal location, allows the receipt of light oil backup fuel via waterborne transportation. The two delivery alternatives facilitate flexible re-supply of light fuel oil to PEEC in emergency situations. FIPUG did not contest the benefits of PEEC's dual fuel capability.

Decision

There is a need for Port Everglades Next Generation Energy Center, taking into account the need for electric system reliability and integrity. Based on the 20 percent reserve margin criterion adopted by FPL pursuant to a stipulation with this Commission, FPL projected in its filing that additional capacity to meet firm peak demand will be needed by the summer of 2016. If FPL did not construct PEEC until 2019, the Company's projected reserve margin would drop to 18.2 percent in 2017 and 2018 and would be primarily made up of Demand Side Management resources.

After accounting for all projected DSM from cost-effective programs approved by this Commission, FPL's projections at the time of the filing indicate that by 2016, the Company will

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have a capacity need of 284 MW in order to adhere to FPL's minimum reserve margin criterion of 20 percent. The timing of FPL's projected need was largely driven by the expiration of existing purchased power agreements totaling 1,306 MW of summer capacity and the decision to place certain units into inactive reserve mode. PEEC will provide 1,277 MW of capacity to help satisfy the Company's capacity needs through 2020.

PEEC will also enhance reliability in terms of fuel supply because its coastal location facilitates the receipt of light oil backup fuel via both truck delivery and waterborne transportation. The two delivery alternatives will allow for flexible re-supply of light fuel oil to PEEC in emergency situations. Such deliveries will augment the 72 hour on-site fuel supply. Additionally, PEEC is favorable from a transmission reliability perspective because it reduces the load-to-generation imbalance in the Miami-Dade and Broward County area and also provides voltage support.

B. Renewable Energy and Conservation

We have been asked to determine whether there are any renewable energy sources and technologies or conservation measures taken by, or reasonably available to, FPL which might mitigate the need for the proposed modernization of the Company's Port Everglades plant.

FPL

FPL asserts the following: its forecast accounts for all projected DSM from Commission-approved cost effective programs; it has identified no additional cost-effective DSM that might mitigate the benefits of PEEC; additional cost-effective DSM cannot be counted on to contribute to system reliability; and, all anticipated cost-effective firm capacity that will be available from renewable resources and qualifying facilities through 2016 is already reflected in FPL's resource plan. FPL disputes FIPUG's assertion that the Company failed to pursue opportunities for renewable energy contracts with QFs in Miami-Dade and Broward Counties.

FIPUG

FIPUG asserts that FPL failed to adequately explore the availability of renewable energy resources that are available to meet FPL's need, if any. FIPUG argues that witness Silva's first-hand knowledge about the availability of four resources was limited and that FPL has failed to carry its burden of proof regarding renewable energy.

Review

FPL's current DSM projections consider all programs that we have currently approved. Many of the approved DSM programs were based on projections through 2014 only. For purposes of FPL's analyses, the Company assumed that it will continue to achieve its projected incremental level of DSM-based peak demand savings for the years 2015-2025. By 2016, incremental DSM and load management are projected to reduce FPL's peak demand by more than 2,500 MW. FIPUG provided no evidence contradicting FPL's DSM projections.

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Similarly, all anticipated cost-effective firm generating capacity, that will be available from renewable resources and qualifying facilities through 2016, is already reflected in FPL's resource plan. In addition to existing contracts, FPL anticipates that it will secure approximately 110 MW of additional firm purchased power from renewable resources for a total of 740 MW by 2016. The Company has not received any offers through its standard offer contract that would defer the need for PEEC. FPL is currently in negotiations for additional firm purchased power from renewable resources potentially totaling up to 180 MW; however, it is unlikely that these negotiations will result in firm capacity any earlier than 2019.

At the hearing, FIPUG's counsel discussed multiple QFs located near FPL's load center; FPL presented the following testimony regarding these facilities: Florida Crystals' Kelantan facility is currently under contract with FPL, but only to sell as-available energy. Florida Crystals does not want to commit firm capacity to FPL; the two Broward County waste-to-energy facilities previously sold firm capacity to FPL, but they rejected FPL's attempts to renew their contracts because they preferred to "play the market" by selling their power to the highest bidder each day; and, the Monte nay waste-to-energy facility in Miami-Dade County has consistently chosen to sell its power independently rather than selling to FPL.

FIPUG failed to present persuasive evidence that additional firm generation from renewable facilities will be available by 2016. Moreover, as we found in Order No. PSC-11-0360-PAA-EI, it is unlikely that a respondent to a Request for Proposal (RFP) could provide similar benefits to those provided by PEEC.⁶

Decision

FPL's forecast of resource needs takes into account all projected DSM from cost-effective programs approved by this Commission. No additional cost-effective DSM has been identified in this proceeding which could mitigate the need for new generation. Similarly, all anticipated cost-effective firm generating capacity, that will be available from renewable resources and qualifying facilities through 2016, is already reflected in FPL's resource plan. In addition to existing contracts, FPL anticipates that it will secure approximately 110 MW of additional firm purchased power from renewable resources for a total of 740 MW by 2016. FPL is currently in negotiations for firm purchased power from renewable resources potentially totaling up to 180 MW, however, it is unlikely that these negotiations would result in firm capacity any earlier than 2019.

C. Adequate Electricity at a Reasonable Cost

We have been asked to determine whether there is a need for the proposed modernization of Florida Power & Light's Port Everglades plant, taking into account the need for adequate electricity at a reasonable cost, as this criterion is used in Section 403.519(3), F.S.

⁶ This finding was unopposed by FIPUG or any other entity.

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FPL

FPL asserts that there is a need for PEEC taking into account the need for adequate electricity at a reasonable cost. FPL contends that PEEC's estimated installed cost is \$1,185 million and that PEEC will take advantage of an existing site, existing infrastructure and existing transmission system connectivity which represent a cost advantage. FPL argues that it has extensive experience building combined cycle power plants (CC) on time and on budget. The Company asks that our determination not be predicated on the use of a particular combustion turbine (CT) design. Instead, the Company asks for flexibility through its analysis and negotiations to select the CT design that best meets customers' needs in terms of reliability and cost-effectiveness. FPL agrees that if it decides to use a CT design other than the "J" technology, the Company will include in its annual report the comparative cost advantage of the alternative design chosen. FPL agrees to make such selection only if the projected costs to FPL's customers would be lower as a result of the alternate design.

FIPUG

By cross reference to arguments raised related to system reliability and whether FPL can serve its projected energy load without PEEC, FIPUG asserts that there is not a need for the proposed modernization taking into account the need for adequate electricity at a reasonable cost. In this context, FIPUG disputes the need to construct PEEC and the proper comparisons to the PEEC resource plan.

Review

For this proceeding, FPL used projected costs and operating characteristics of the "J" CT technology. Although FPL has no direct experience with the operation of "J" CT technology, it has been supplied preliminary operating specifications for the technology. In order to quantify projected fuel/efficiency and other variable costs, FPL used the PMAREA production costing model. The PMAREA model, which simulates the operation of FPL's system on an hourly basis, has been used by FPL in fuel cost recovery proceedings as well as in numerous need proceedings brought before this Commission. FPL's analysis projects that PEEC will save customers \$425 million to \$838 million cumulative present value revenue requirements (CPVRR) as compared to the other available self-build alternatives, and at least \$900 million CPVRR compared to third party-build alternatives.

FPL is considering a number of advanced combustion turbine designs which could impact the overall cost of the PEEC project. For this proceeding, FPL used projected costs and operating characteristics of the "J" combustion turbine technology, with which FPL has no direct experience.

Financial Assumptions

In performing its analyses, FPL uses an incremental overall cost of capital of 7.29 percent on an after-tax basis. This return is based on a capital structure of 59 percent equity at a cost rate of 10 percent and 41 percent debt at a cost rate of 5.5 percent. The incremental cost of capital is

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appropriate to use when evaluating new investment. FPL's other financial assumptions include an annual inflation rate of 3.0 percent for capital expenditures and 2.5 percent for Operation and Maintenance (O&M) expenses. Upon review, we find that the financial assumptions used by FPL are reasonable and are consistent with the financial assumptions included in recent Commission-approved need determination filings. There is no evidence in the record which disputes the reasonableness of FPL's financial assumptions.

Generation Cost Estimates and Projected Performance Specifications

The installed cost of PEEC is projected to be approximately \$1,185 million. FPL's cost estimate includes benefits associated with utilizing the existing site and infrastructure. PEEC is projected to have a heat rate of 6,330 Btu/kWh at full capacity and is expected to have an availability factor of 95.4 percent. The cost estimates, heat rate, and equivalent availability parameters for PEEC are comparable with similar projects approved by this Commission. Table 2, below, summarizes the PEEC project. FIPUG did not dispute the capital and operating assumptions associated with PEEC.

Table 2: Summary of PEEC

Installed Cost (\$ Million)	1,185
Fixed O&M (\$/kw-yr) 2016\$	7.99
Variable O&M (\$/MWh) 2016\$	0.10
Heat Rate (BTU/kwh)	6,330
Equivalent Availability (%)	95.4
Capacity Factor (%)	95

Fuel Costs

FPL represents that its forecasts are based on recognized, independent sources of forecast information. For natural gas, FPL used an escalation rate of 1.706 percent for the conversion forecast based on the average annual escalation beyond the year 2025 from the Energy Information Administration's (EIA) Annual Energy Outlook April 26, 2011, price forecast. FPL states that the "fuel price forecasts reflect the projected supply, demand and price for fuel oil, natural gas, and coal, as well as the transportation of these fuels to the existing and proposed sites."

The fuel forecasts were originally prepared using the August 1, 2011, fuel price forecast. The oil price forecasts through 2013 are based on the forward curve for New York Harbor 1 percent sulfur heavy oil, U.S. Gulf Coast 1 percent sulfur heavy oil, and light fuel oil commodity prices. The natural gas price forecast through 2013 is based on the forward curve for the Henry Hub natural gas commodity prices. For 2014 and 2015, FPL combined the forward curve and projections from PIRA Energy Group, giving each equal weight. For the period 2016 through 2025, FPL used the annual projections from PIRA Energy Group. For the period beyond 2025, FPL used the rate of escalation from the EIA. Transportation costs are added to the commodity prices to obtain delivered prices. FPL asserts that the foregoing fuel forecast methodology is consistent with the approach used in previous filings, including the 2011 Ten-Year Site Plan.

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FIPUG did not dispute FPL's fuel forecast. Upon review, we find that FPL's fuel price forecasts are reasonable for purposes of this proceeding.

Environmental Costs

FPL has developed three emission price forecast scenarios (ENV I, ENV II, and ENV III) based on forecasts developed by ICF International. These three emission price forecasts were used in FPL's feasibility analyses in Docket No. 110009-EI. For the purposes of this proceeding, FPL relied on its ENV II forecast which represents the mid-range forecast. The compliance costs used were ICF International's 2011 4th quarter forecast for greenhouse gas legislation and the EPA's Cross State Air Pollution Rule.

FIPUG questions the use of carbon costs based on FPL's acknowledgement that costs for carbon emissions are not currently imposed. However, FIPUG did not offer a witness to support an alternate emissions price forecast. We observe that FPL's ENV II forecast does not reflect costs for carbon emissions until 2018. Upon review, we find that FPL's ENV II forecast is based on widely accepted emission price forecasts and is reasonable for use in this proceeding.

Decision

There is a need for PEEC, taking into account the need for adequate electricity at a reasonable cost. The estimated total installed cost for PEEC is \$1,185 million, in 2016 dollars. PEEC will take advantage of an existing site, existing infrastructure and existing connectivity to FPL's transmission system, thereby eliminating the costs for those components. Furthermore, FPL's analyses show that the resource plan that includes PEEC in 2016 is projected to save customers \$425 million to \$838 million CPVRR as compared to the other available self-build alternatives, and at least \$900 million CPVRR compared to third party-build alternatives. Accordingly, PEEC is projected to provide needed electricity at a reasonable cost.

FPL is considering a number of advanced combustion turbine designs which could impact the overall cost of the PEEC project. For this proceeding, FPL used projected costs and operating characteristics of the "J" combustion turbine technology, with which FPL has no direct experience. Therefore, FPL shall report annually to this Commission the budgeted and actual costs compared to the estimated total in-service costs of the proposed PEEC project relied upon in this proceeding. If FPL decides to utilize a different combustion turbine design from the one presented in this proceeding, then FPL shall include in its annual report the comparative cost advantage of the alternative design chosen. Such a selection shall only be made if the projected cost to FPL's customers is lower as a result of the alternate design.

D. Fuel Diversity

We have been asked to determine whether there is a need for the proposed modernization of FPL's Port Everglades plant, taking into account the need for fuel diversity, as this criterion is used in Section 403.519(3), F.S.

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FPL

FPL argues that there is a need for PEEC taking into account the need for fuel diversity. The Company argues that a large part of its fuel diversity efforts consist of improving system efficiency. FPL asserts that PEEC will be fueled primarily by natural gas, can burn light oil as a backup fuel, and is projected to improve the plant's heat rate by 35 percent, thus reducing FPL's use of natural gas usage by about 90 million MMBtu and fuel oil by about 10.4 million barrels. FPL contends that PEEC's ability to burn light oil as a backup fuel further enhances FPL's reliability in the event of disruption in the supply or delivery of natural gas. Additionally, the Company argues that because PEEC's location is adjacent to a deep-water port that has significant oil storage, the light oil can be re-stocked rapidly allowing PEEC to continue running on light oil for much longer than would be the case at land-locked CC facilities where the light oil must be re-stocked by truck deliveries.

FIPUG

FIPUG argues that the proposed Project does not provide fuel diversity and that, to the contrary, it increases FPL's reliance on natural gas. FIPUG asserts that, by ignoring the possibility of contracting with renewable facilities, FPL did not adequately consider fuel diversity. Thus, FIPUG contends that approval of PEEC would further the Company's reliance on natural gas.

Review

PEEC will be fueled by natural gas and, to enhance fuel supply reliability, it will use light oil as a backup fuel. The construction of PEEC will not substantially change FPL's generation fuel mix. However, the addition of new coal or nuclear generation by 2016 is not feasible and no cost-effective renewable generation has been identified that could defer the need for PEEC. While running oil generation ahead of gas generation could reduce natural gas use from 60 percent to 48 percent, such a choice is not economical. Upon review, we find that considering only the generation fuel mix is a misleading view of fuel diversity. We have previously recognized that the reduction of fuel consumption as a step towards fuel diversity. We find that reducing the amount of any one fuel within a utility's portfolio provides the benefit of lessening that utility's exposure to potential price fluctuations associated with that fuel.

When compared to returning the existing units at Port Everglades to service, adding PEEC will improve the plant's heat rate by 35 percent and will improve FPL's overall system heat rate by 1.3 percent. By increasing the efficiency of its Port Everglades unit and its overall system, FPL will reduce the amount of natural gas and fuel oil needed to serve the same needs of its customers. FPL's economic analysis projects more than \$1 billion in fuel savings when PEEC is compared to returning the existing Port Everglades units to service. Table 3, below, summarizes the projected fuel reductions associated with PEEC when compared to returning the existing Port Everglades units to service.

Table 3: PEEC Fuel Reductions Compared to Returning Units to Service

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Natural Gas (MMBtu)	Oil (Bbl)
90,000,000	10,484,000

Another benefit of reduced fuel consumption is reduced emissions. PEEC is projected to reduce greenhouse gas emissions by more than 22 million tons over the life of the project. Reducing emissions can be beneficial to FPL's customers because of the risk that the costs to comply with various environmental regulations in the future could be higher than projected. FPL's economic analysis projects more than \$400 million in environmental savings when PEEC is compared to returning the existing Port Everglades units to service. Table 4, below, summarizes the projected emissions reductions associated with PEEC when compared to returning the existing Port Everglades units to service.

Table 4: PEEC Emission Reductions Compared to Returning Units to Service

SO ₂ (Tons)	NO _x (Tons)	CO ₂ (Tons)
40,661	32,635	22,232,000

FPL's utilization of the Port Everglades site will allow the use of existing natural gas infrastructure; thus, only additional compression infrastructure will be required to supply the site. FPL projects that it will need additional natural gas supply and transportation to meet its overall system requirements by 2017, whether or not the Port Everglades Plant is modernized. FPL currently is preparing a request for proposals to meet its future gas transportation needs.

Decision

There is a need for PEEC, taking into account the need for fuel diversity. PEEC will be fueled by natural gas, and to enhance fuel supply reliability, it will use light oil as a backup fuel. Compared to returning to service the existing units at Port Everglades, adding PEEC will improve the plant's heat rate by 35 percent and will improve FPL's overall system heat rate by 1.3 percent. The improved heat rate is projected to reduce FPL's use of natural gas by about 90 million MMBtu and fuel oil by about 10.4 million barrels over a 30-year period. The PEEC project is also projected to reduce emissions of SO₂, NO_x, and CO₂ from FPL's system by approximately 40 thousand, 33 thousand, and 22 million tons, respectively, over the life of the project. With or without the modernization of Port Everglades Plant, FPL projects that it will need additional natural gas supply and transportation to meet its overall system requirements by 2017. FPL is currently preparing a request for proposals to meet its future gas transportation needs.

E. Cost Effectiveness

We have been asked to determine whether the proposed modernization of FPL's Port Everglades Plant will provide the most cost-effective source of power, as this criterion is used in Section 403.519(3), F.S.

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FPL

FPL asserts that PEEC is the most cost-effective source of power and that the PEEC Resource Plan will provide savings to FPL's customers when compared to alternative plans based on similar reliability criteria. The Company argues that, compared to returning the existing Port Everglades units to service, adding a CC unit or adding a CT unit that defers PEEC to 2019, adding PEEC in 2016 will save customers \$469, \$838 million, and \$425 million, respectively. The Company argues that PEEC will save at least \$900 million compared to third party-build alternatives

FIPUG

FIPUG argues that FPL has failed to carry its burden of proof to establish that PEEC is the most cost-effective source of power. FIPUG contends that FPL has failed to explore other alternatives and that FPL proposes to meet a 284 MW need with a 1,277 MW project. FIPUG questions the use of carbon costs when evaluating PEEC and argues that a resource plan considering a reserve margin of slightly less than 20 percent could save ratepayers approximately \$29 million. FIPUG argues that we should deny FPL's need determination because it is not the most cost-effective source of power available.

Review

Our decision on a need determination petition must be based on the facts as they exist at the time of the filing with the underlying assumptions tested for reasonableness. It is prudent for a utility to continue to evaluate whether it is in the best interests of its ratepayers for a utility to participate in a proposed power plant before, during, and after construction of a generating unit. If conditions change from what was presented at the need determination proceeding, then a prudent utility is expected to respond appropriately. In addition, we have ongoing authority and an obligation to ensure fair, just, and reasonable rates for Florida's utilities and ratepayers.

FPL evaluated multiple resource plans to meet its projected need. The resource plan at issue in this docket involves the construction of PEEC in 2016. FPL also evaluated the following: a resource plan which assumes a return to service of the existing Port Everglades units (Return to Service); a resource plan which assumes construction of a combined cycle unit at a greenfield site in 2016 (GFCC); and, a resource plan which assumes the construction of two new combustion turbines at a greenfield site in 2016 and deferring PEEC to 2019 (GFCT). Each resource plan evaluated in FPL's petition satisfies its 20 percent reserve margin criterion over the analysis horizon.

FPL evaluated each resource plan over the projected 30-year useful life of a new combined cycle power plant. FPL's analyses also relied on the assumptions we reviewed in this Order at Section C., above.

While FIPUG asserts that the use of carbon costs is not appropriate for this proceeding, FIPUG did not present testimony to further its argument. Moreover, FPL's resource plans were

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evaluated considering varying natural gas prices, and assuming no costs associated with future carbon regulation. Upon review, we find that the assumptions used in FPL's base case are appropriate.

FPL's analyses show that the resource plan that includes PEEC in 2016 is projected to save customers \$425 million to \$838 million CPVRR when considering the assumptions filed by FPL (Base). Under the least favorable evaluation, which considers no-carbon costs as argued by FIPUG, the PEEC resource plan remains the most cost-effective alternative that maintains a 20 percent reserve margin. The economic analysis of PEEC is summarized in Table 5, below.

Table 5: Results of Economic Analyses Relative to PEEC
 (millions, CPVRR, 2011\$)

Resource Plan	Sensitivity (Positive values indicate net costs when compared to PEEC)			
	Base	High NG	Low NG	No Carbon
Return to Service	469	533	440	102
GFCC	838	841	834	816
GFCT	425	456	410	276

While it is highly unlikely that a third party could build a new generating unit at a site in Miami-Dade or Broward Counties by 2016, FPL estimated the potential cost of such a project. When compared to PEEC, which will require no cost for new land, no cost for water access, no cost for a new gas pipeline to deliver fuel, and no cost for new transmission lines to connect, any third party proposal is projected to require additional costs of at least \$900 million and may exceed \$1.1 billion.

FIPUG argues that FPL did not explore a departure from its 20 percent criterion and that a resource plan considering a reserve margin of slightly less than 20 percent could save ratepayers approximately \$29 million. However, based on the information referenced by FIPUG in its brief, we are unable to determine the genesis of FIPUG's claim.

The record reflects that if FPL did not construct PEEC until 2019 (thus dropping below the 20 percent criterion) or if the Company entered into a purchased power agreement that deferred construction of PEEC to 2019 (thus maintaining the Company's 20 percent reserve margin in the near term) the costs would be as reflected in Table 6, below.

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Table 6: Results of Economic Analyses Relative to PEEC
 (millions, CPVRR, 2011\$)

Resource Plan	Sensitivity (Positive values indicate net costs when compared to PEEC)			
	Base	High NG	Low NG	No Carbon
Delay w/PPA	30	60	16	-119
Delay	-18	12	-32	-167

Although these resource plans demonstrate potential savings when compared to the PEEC resource plan, they do not consider equal levels of system reliability and may not provide a meaningful economic comparison. Without new capacity in 2016, FPL's total reserves would be 4,072 MW of which only 1,536 MW would come from generation resources. Therefore, DSM would provide most of the system reserves. This could lead to excessive use of load control and potential defections from the program.

Only the "Delay" resource plan shows savings when compared to PEEC under the base case and an increase to the price of natural gas could eliminate those savings. Moreover, FPL expressed concern that delaying PEEC could lead to relatively significant cost escalations. FPL's analyses which consider construction of PEEC beyond 2016 assume a standard escalation rate of 3 percent. National economic recovery could cause greater competition for labor, materials, and equipment, thus raising the cost of the unit more than the assumed 3 percent increase. Additionally, potential environmental regulation combined with low gas prices could result in utilities shutting down coal generation and adding new gas generation. Finally, an increase in demand for equipment for combined-cycle units throughout the country could raise the cost of projects like PEEC.

Decision

PEEC is the most cost-effective alternative available, as this criterion is used in Section 403.519, F.S. FPL's economic analyses demonstrate that adding PEEC in 2016 is projected to result in customer savings of: \$469 million CPVRR when compared to returning to service the existing Port Everglades units; \$838 million CPVRR when compared to adding a combined cycle unit at a greenfield site; and, \$425 million CPVRR when compared to adding a combustion turbine unit at a greenfield site in 2016 and deferring PEEC to 2019. In addition, when compared to third party-build alternatives, customer savings are projected to amount to at least \$900 million and may exceed \$1.1 billion.

If FPL did not construct PEEC until 2019, the Company's projected reserve margin would drop to 18.2 percent in 2017 and 2018 and would be primarily made up of DSM resources. Such a scenario was also projected to produce near-term savings as well as overall long-term savings. However, since this scenario does not consider equal levels of system reliability, this scenario may not provide a meaningful economic comparison. FPL's analyses indicate that a short-term purchased power agreement for the years 2016 through 2019, which is

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projected to maintain the Company's 20 percent reserve margin criterion, could result in near-term savings, but would have net costs over the analysis period ending in 2047. These analyses reflect only a standard assumed escalation rate of 3 percent and do not take into account factors specific to the current PEEC project that could substantially increase PEEC's costs if it is deferred.

F. Determination of Need

We have been asked whether, based on the resolution of the foregoing issues, we should grant Florida Power & Light Company's petition to determine the need for the proposed modernization of Florida Power & Light's Port Everglades plant.

FPL

FPL argues that we should grant its petition and asserts the following: Bringing PEEC into service in 2016 is the most cost effective source of power for customers, and delaying PEEC results in cost penalties; PEEC enhances system reliability, reduces dependency on natural gas and further improves FPL's already low air emissions profile; PEEC is the best option available for FPL's customers taking into account the need for electric system reliability and integrity, the need for adequate electricity at a reasonable cost, the need for fuel diversity and supply reliability, cost-effectiveness, and the availability of renewable or conservation alternatives; PEEC will optimize the use of an existing site and is thus consistent with the Commission's direction that before a utility constructs a new generating unit at a greenfield site, it must consider the feasibility of modernization of existing units.

FIPUG

FIPUG asserts that we should deny FPL's Petition for the reasons and proposed findings of fact set in its arguments regarding each issue in this docket.

Review

Our decisions at Sections A through E, above support construction of PEEC in 2016. Moreover, upon review, we find that, in the absence of significant contravening evidence, the testimony of witness Silva, when taken alone, supports the determination of need for PEEC in 2016. PEEC will increase FPL's system generation to maintain system reliability and, because PEEC can receive backup fuel delivered via waterborne transport, it will contribute to system reliability in the event of a disruption in gas delivery. No cost-effective DSM, not already reflected in FPL's resource plan, has been identified to defer the need for PEEC. Similarly, there are no known additional cost-effective renewable resources that could provide any significant amount of firm generating capacity prior to 2019. Because PEEC is needed to meet FPL's reliability criteria, and it is the most cost-effective alternative available, it is expected to provide adequate electricity at a reasonable cost to FPL's customers. PEEC will enable FPL to reduce fossil fuel use thus contributing to fuel diversity. Analyses indicate that PEEC is the most cost-effective alternative compared to returning to service older units now in inactive reserve, adding a new combined cycle unit at a greenfield site, or delaying PEEC by adding CTs. Additionally,

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the record reflects that PEEC will provide numerous benefits, including the addition of baseload generation near FPL's load center, the optimization of an existing site, and the improvement of the efficiency of FPL's generation fleet.

Decision

The addition of PEEC in 2016 will optimize the use of an existing site and is consistent with the Commission's belief that before a utility constructs a new generating unit at a greenfield site, it must consider the feasibility of modernization of existing units.

G. Closing Docket

We have been asked to determine whether this docket should be closed.

FPL

FPL asserts that, upon issuance of an order granting its petition to determine the need for PEEC, we should close this docket. FPL does not object to our including in a final need order the commitments the Company made in the Proposed Stipulation.

FIPUG

FIPUG asserts that the Docket should be closed.

Decision

Upon issuance of an order granting FPL's petition to determine the need for PEEC, this docket shall be closed. Pursuant to Section 403.519, F.S., this Commission is the sole forum for the determination of need for major new power plants. In making our determination, we must take into account the need for electric system reliability and integrity, the need for adequate electricity at a reasonable cost, the need for fuel diversity and supply reliability, and whether the proposed plant is the most cost-effective alternative available. We must also expressly consider whether renewable generation or conservation measures taken by or reasonably available to the utility might mitigate the need for the proposed plant. Our decision on a need determination petition must be based on the facts as they exist at the time of the filing with the underlying assumptions tested for reasonableness. It is prudent for a utility to continue to evaluate whether it is in the best interests of its ratepayers for a utility to participate in a proposed power plant before, during, and after construction of a generating unit. If conditions change from those presented at the need determination proceeding, then a prudent utility would be expected to respond appropriately. In addition, we have an ongoing authority and obligation to ensure fair, just, and reasonable rates for Florida's utilities and ratepayers. FPL shall continue to report the status of the PEEC to this Commission in the annual report required by our decision at Section C. of this Order.

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Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Florida Power & Light Company's November 21, 2011, Petition to Determine Need for Modernization of Port Everglades Plant is hereby granted as set forth in the body of this Order. It is further

ORDERED that, Florida Power & Light Company annually shall file with this Commission the information required in the body of this Order.

By ORDER of the Florida Public Service Commission this 9th day of April, 2012.



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

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

CWM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request:
1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within

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fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

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South Florida Water Management District Agency Report



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 24, 2012

Jessica Dalton
Siting Coordination Office
Department of Environmental Protection
3900 Commonwealth Boulevard, MS 48
Tallahassee, FL 32399-2400

**Subject: FPL Port Everglades Energy Center
Power Plant Site Certification Application, PA12-57
Agency Report**

Dear Ms. Dalton:

Enclosed is the South Florida Water Management District's (SFWMD's) agency report on the above subject project, as required by Section 403.526(2)(a)2, F.S., and Chapter 62-17.133, F.A.C. The report was officially approved by the SFWMD's Governing Board for transmittal to the Florida Department of Environmental Protection (FDEP) at their meeting on Thursday, July 19, 2012.

If you have any questions concerning the above, please give me a call at (561) 682-6324.

Sincerely,

7/24/2012

X *Mindy Parrott*

Mindy Parrott, PWS
Lead Environmental Analyst
Regulation Division

Enclosure

Cc: Andy Flajole, FPL

DISTRICT HEADQUARTERS: 3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • (800) 432-2045

Mailing Address: PO BOX 24680 West Palm Beach FL, 33416-4680

LOWER WEST COAST SERVICE CENTER: 2301 McGregor Boulevard, Fort Myers, FL 33901 • (239) 338-2929 • (800) 248-1201

OKEECHOBEE SERVICE CENTER: 205 North Parrott Avenue, Suite 201, Okeechobee, FL 34972 • (863) 4625260 • (800) 250-4200

ORLANDO SERVICE CENTER: 1707 Orlando Central Parkway, Suite 200, Orlando FL 32809 • (407) 858-6100 • (800) 250-4250



SFWMD AGENCY REPORT
FOR
PORT EVERGLADES ENERGY CENTER, FLORIDA POWER AND LIGHT COMPANY

PA12-57 /SFWMD ID 120124-18

1 OVERVIEW AND SUMMARY

1.1 Introduction

This Agency Report has been prepared by the South Florida Water Management District (SFWMD) in response to the Site Certification Application (SCA) submitted to the Florida Department of Environmental Protection (DEP) by the Florida Power & Light Company (FPL) for Port Everglades Energy Center (PEEC).

This report contains the SFWMD's conclusions and recommendations to the DEP regarding the Certification of the proposed Port Everglades Energy Center project for inclusion in the DEP Report required by Section 403.507(2)(a)3, F.S., and Rule 62-17.133, F.A.C.

1.2 Statutory Basis

FPL is seeking certification for the Port Everglades Energy Center under the "Florida Electrical Power Plant Siting Act" (PPSA). The PPSA is referred to as "The Siting Act" in this agency report. FPL is also referred to as "Licensee" in this report as issuance of the certification constitutes a license under the Siting Act.

The Siting Act is the state's centralized process for licensing large power plants. One license (the certification) replaces local and state permits. Local governments and state agencies within whose jurisdiction the power plant is to be built participate in the process. Certification addresses permitting, land use and zoning, and property interests. In accordance with the Siting Act, water management districts are identified as "affected agencies" that must participate in the review process. Water management districts are required to prepare a report as to matters within its jurisdiction, including but not limited to, the impact of the proposed electrical power plant on water resources, regional water supply planning, and district-owned lands and works.

For the PEEC, SFWMD is an affected agency having jurisdiction. Since the certification constitutes the sole license of the state and no other state, regional, and local permits or review process are required (including SFWMD Right-of-Way Occupancy, Consumptive Use Permit (CUP), and Environmental Resource Permit (ERP) review processes), the site certification process is the only opportunity that SFWMD will have to review and

propose conditions for the proposed project prior to certification that will be in effect for the life of the project. SFWMD is also one of several formal parties to the current Division of Administrative Hearings (DOAH) proceedings.

1.3 Matters within SFWMD Jurisdiction

In accordance with Siting Act's statutory requirements in Section 403.507(3), Florida Statutes (F.S.), this agency report addresses the proposed project's compliance with non-procedural requirements within SFWMD jurisdiction, recommends approval or denial of the project proposed in the SCA, and proposes conditions of certification on matters with the jurisdiction of SFWMD. SFWMD has broad responsibilities regarding water resources under Florida's Water Resources Act, Chapter 373, F.S., as described below.

SFWMD is a regional governmental agency that oversees the water resources in the southern half of Florida, including all or part of 16 counties from Orlando to the Florida Keys serving a population of more than 7.7 million residents. The SFWMD mission is to manage and protect the water resources of the region by balancing and improving water quality, flood control, natural systems, and water supply.

1.3.1 Protecting and Conserving Water Supplies

Part II of Chapter 373, F.S., provides the exclusive authority for requiring permits for the consumptive use of water. Chapter 373, F.S., enables and directs SFWMD to regulate the use of water within its jurisdictional boundaries. Other than the PPSA, Part II of Chapter 373, F.S., supersedes other laws, ordinances, rules, and regulations of the state, political subdivisions, and municipalities promulgated for the purpose of regulating the consumptive use of water. The purpose of the water use regulatory program is to ensure water uses permitted by SFWMD are reasonable-beneficial, will not interfere with any presently existing legal uses of water, and are consistent with the public interest. Consumptive use of water is broadly defined as any use of water that reduces the supply from which it is withdrawn or diverted, as prescribed in Part II of Chapter 373, F.S.

SFWMD has adopted rules for regulating the consumptive use of water, which are set forth in Chapters 40E-2 and 40E-20, Florida Administrative Code (F.A.C.). The Basis of Review for Water Use Permit Applications (Basis of Review) is incorporated by reference into Chapter 40E-2, F.A.C. The objective of the Basis of Review is to further specify the conditions for issuance used by SFWMD for review and agency action on water use permit applications. Chapter 40E-2.011, F.A.C., states "It is the policy of the District to control all water uses within its boundaries, pursuant to the provisions of Chapter 373, Florida Statutes, and Chapter 62-40 and Title 40E, F.A.C.". A CUP, if issued by SFWMD, authorizes the withdrawal of water from surface and groundwater

supplies for reasonable and beneficial uses. This authority applies to public water supplies, agricultural and landscape irrigation, contamination clean-up, commercial and industrial uses, dewatering and mining activities, and power generation. A CUP does not convey to the permittee any property rights nor any privileges other than those specified in the permit.

SFWMD uses several criteria contained in the Basis of Review for water resource protection. Three mechanisms to protect water supplies for natural systems from consumptive uses which are particularly relevant in this matter include: (1) Minimum Flows and Levels (MFLs), (2) Water Reservations, and (3) Restricted Allocation Area rules.

SFWMD has adopted a rule for dealing with water shortages effectively and in an equitable manner, which is set forth in Chapter 40E-21, F.A.C. The Water Shortage Plan limits water use during times of short supply and applies to all water users including those exempt from permitting pursuant to Rule 40E-2.051, F.A.C. Under the plan, restrictions apply to potable water provided by water utilities; however, it does not apply to users whose source of water is limited solely to treated effluent or seawater.

1.3.2 Environmental Resource Regulation

There is an Operating Agreement between DEP and SFWMD concerning the division of responsibilities for Environmental Resource Permits (ERP) and variances under Chapter 373, Part IV, F.S. In accordance with the Operating Agreement, DEP is responsible for conducting the ERP review and final agency action for power plants, electric distribution and transmission lines, and other facilities related to production, transmission, and distribution of electricity.

2 PROJECT PROPOSAL

2.1 Existing Facilities

The existing Port Everglades power plant consists of four oil and gas-fired generating units that have been operated since the early 1960s, situated within approximately 92.5 acres of land owned by FPL. The power plant site, located in the City of Hollywood in Broward County, is within the mid-port section of Port Everglades. The site is surrounded by port facilities and other industrial activities. Cooling water for the plant from the Intracoastal Waterway (ICW) is obtained via an intake pipe within Port Everglades Slip No. 3, north of the power plant, and is returned to the ICW via a discharge canal to the south and east of the power plant. Water supply for other plant uses, including irrigation, is provided by the City of Fort Lauderdale.

2.2 Proposed Project and Evaluation

The proposed new plant, the Port Everglades Energy Center, will be constructed on approximately 67 acres of the existing site. The facility will be a "3 on 1" combined cycle power plant firing natural gas as a primary fuel and ultra low-sulfur light oil as a backup fuel. The new plant will result in a small increase in power generation over the existing plant (1,250 MW vs. 1,200 MW). According to the SCA, the project will result in significant reduction in use of water and regulated air emissions. The proposed new plant will be interconnected with FPL's existing electrical transmission line network through the existing adjacent system substation. The new plant is scheduled to begin operation in June, 2016.

Decommissioning and dismantling of the existing generating units will be part of the project and will be required prior to the construction of the PEEC. Also included is the construction of associated linear facilities (pipelines) all of which are within Port Everglades property. Dewatering will be necessary as part of construction and dismantlement of existing plant facilities. As part of the SCA, FPL provided a preliminary dewatering plan and a hydrogeologic model. Dewatering would be conducted in three (3) phases over a nine- (9) month period, with water retained on-site. The model indicated that draw-down would be limited to within the plant site and no adverse impacts are anticipated as a result. However, dewatering may be required for other activities and contamination may exist nearby. SFWMD recommends a condition to this Certification requiring post-certification submittal of dewatering plan(s) for review for compliance with Chapters 40E-2 and/ or 40E-20, F.A.C.

The proposed source of cooling water for condenser and auxiliary cooling for the new power generating facilities will continue to be the ICW, which will provide once-through cooling water. This will also be the source of intake screen wash water. This source is exempt from the permitting requirements of Chapter 40-2, F.A.C., since the chloride concentration is greater than the SFWMD's regulatory threshold for seawater (19,000 mg/l).

The proposed source of process and service water for combustion turbine inlet air cooling, nitrogen oxide injection, steam cycle makeup, and fire protection, as well as potable water for employee use, and landscape irrigation will be the City of Fort Lauderdale.

FPL evaluated the use of Surficial aquifer wells for landscape irrigation as part of the SCA. The salinity of the groundwater at this location is too high to be used for that purpose, other than from a narrow shallow zone. To obtain fresh water, in excess of 15 very shallow wells would be required to provide the volume needed. Use of wells was determined to be unfeasible.

In the SCA, FPL indicates it would evaluate using reclaimed water for process and irrigation uses if the City of Hollywood or the City of Fort Lauderdale builds a pipeline to deliver reclaimed to the PEEC site and if the reclaimed water meets FPL's water quantity

and quality requirements. However, FPL states that use of reclaimed water for cooling water is not economically feasible because it would require the construction of cooling towers and reduce the energy generated at the facility.

SFWMD staff has reviewed the Site Certification Application with respect to current SFWMD statutes and rules. Based on the information contained in the SCA and the additional submittals, and assuming compliance with the intent of the SFWMD recommended certification conditions, staff is of the opinion that the proposed project can be constructed and operated consistent with the applicable statutes and rules.

3 RECOMMENDED CONDITIONS OF CERTIFICATION

It is the recommendation of SFWMD staff that DEP incorporate the following conditions into the Recommended Conditions of Certification for the Port Everglades Energy Center project.

A. LEGAL/ADMINISTRATIVE CONDITIONS

1. GENERAL

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions. If contractual rights, duties, or obligations are transferred under this Certification, notice of such transfer or assignment, including the identification of the entity responsible for compliance with the Certification, shall immediately be submitted to the Florida Department of Environmental Protection and the SFWMD by the previous certification holder (Licensee) and the Assignee. Any assignment or transfer shall carry with it the full responsibility for the limitations and conditions of this Certification. The previous Licensee shall be responsible for informing the Assignee of all authorized facilities and uses and the conditions under which they were authorized. The previous Licensee shall remain liable for corrective actions that may be required as a result of any violations prior to transfer or assignment of any contractual rights, duties, or obligations under this Certification. Reference: Sections 373.044, 373.113, 373.223, and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.38I, 40E-3.101(1), and 40E-6.351, F.A.C.

b. Minimum Standards

This Certification is based on the Licensee's submitted information to the SFWMD which reasonably demonstrates that harm to the site water resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance. Reference: Sections 373.219, 373.223, 373.229, 373.308, and 373.316, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.500-531.

c. Compliance Requirements

This project must be constructed, operated and maintained in compliance with and meet all non-procedural requirements set forth in Chapter 373, F.S., and Chapters 40E-2 (Consumptive Use), 40E-3 (Water Wells), and 40E-20 (General Water Use Permits), F.A.C.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that harm to the water resources does not occur during the construction, operation, and maintenance of the project. Reference: Sections 373.223 and 373.309, F.S.; Rules 40E-2.091, 40E-2.381, 40E-3.301(3), and 40E-3.301(4), F.A.C.

e. Liability

The Licensee shall hold and save the SFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment and/or use of any system authorized by this Certification, to the extent allowed under Florida law. Reference: Section 373.223, F.S.; Rules 40E-2.091, and 40E-2.381, F.A.C.

f. Construction, Operation, and Maintenance Responsibilities

The Licensee shall be responsible for the construction, operation, and maintenance of all facilities installed for the proposed project. Reference: Section 373.309, F.S.; Rule 40E-3.301, F.A.C.

g. Access

SFWMD representatives shall be allowed reasonable escorted access to the power plant site, the water withdrawal facilities and any associated facilities to inspect and observe any activities associated with the construction of the proposed project in order to determine compliance with the conditions of this Certification. The Licensee shall not refuse entry or access to any SFWMD representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials. Reference: Sections 373.223 and 373.319, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.461, F.A.C.

h. Post Certification Information Submittals

Information submitted to the SFWMD subsequent to Certification, in compliance with the conditions of this Certification, shall be for the purpose of the SFWMD determining the

Licensee's compliance with the Certification conditions and the non-procedural criteria contained in Chapters 40E-2, and 40E-20, F.A.C., as applicable, prior to the commencement of the subject construction, operation and/or maintenance activity covered thereunder. Reference: Rule 62-17.191, F.A.C.

i. Enforcement

The SFWMD may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules of the SFWMD. Reference: Sections 373.223, 373.319, 373.603, and 403.514, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.461, F.A.C.

2. PROCESSING OF INFORMATIONAL REQUESTS

a. Completeness and Sufficiency Review

At least ninety (90) days prior to the commencement of construction of any portion of the project, the Licensee shall submit to SFWMD staff, for a completeness and sufficiency review, any pertinent additional information required under the SFWMD's conditions of Certification for that portion proposed for construction. If SFWMD staff does not issue a written request for additional information within thirty (30) days, the information shall be presumed to be complete and sufficient. Reference: Sections 373.219 and 373.342, F.S.

b. Compliance Review and Confirmation

Within sixty (60) days of the determination by SFWMD staff that the additional information is complete and sufficient, the SFWMD shall determine and notify the Licensee in writing whether the proposed activities conform to SFWMD rules, as required by Chapters 40E-2, 40E-3, and 40E-20, F.A.C., and the Conditions of Certification. If necessary, the SFWMD shall identify what items remain to be addressed. No construction activities shall begin until the SFWMD has determined either in writing, or by failure to notify the Licensee in writing, that the activities are in compliance with the applicable SFWMD criteria. Reference: Sections 373.219 and 373.342, F.S.

c. Revisions to Site Specific Design Authorizations

The Licensee shall submit, consistent with the provisions of Condition A.2., any proposed revisions to the site specific design authorizations specified in this Certification to the SFWMD for review and approval prior to implementation. The submittal shall include all the information necessary to support the proposed request, including detailed drawings, calculations and/or any other applicable data. Such requests may be included as part of the appropriate additional information submittals required by this Certification provided they are clearly identified as a requested amendment or modification to the previously authorized design. Reference: Sections 373.085, 373.219, 373.223, 373.313,

and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.461, F.A.C.

d. Dispute Resolution

Since this Certification is the only form of permit required from any agency, it is understood that the Licensee and the SFWMD shall strive to resolve disputes by mutual agreement. Reference: Sections 373.044, 373.085, 373.113, and 373.129, F.S.; Rule 40E-1.601, F.A.C.

e. Objections

Objections to modifications of the terms and conditions of this Certification shall be resolved through the process established in Section 403.516, F.S.

f. Changes to Information Requirements

The SFWMD and the Licensee may jointly agree to vary the informational requirements. Reference: Sections 373.085 and 373.229, F.S.; Rules 40E-2.101(1) and 40E-3.101(2), F.A.C.

B. WATER USE CONDITIONS

1. GENERAL

a. Water Shortage Compliance

In the event of a declared water shortage, the Licensee must comply with any water withdrawal reductions ordered by the SFWMD in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. Reference: Section 373.246, F.S.; Rule 40E-2.381, F.A.C.

b. Interference with Existing Legal Uses

The Licensee shall mitigate interference with existing legal uses, in existence at the time of issuance of the Certification Order, caused in whole or in part by the Licensee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation may include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means. Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

- (1) Inability to draw water consistent with the provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference;

- (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent; or
- (3) Inability of an existing legal user to meet its permitted demands without exceeding the permitted allocation.

Reference: Section 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.

c. Harm to Existing Off-Site Land Uses

The Licensee shall mitigate harm to existing off-site land uses caused by the Licensee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification includes:

- (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other government authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g., fill for construction, mining, drainage canal, etc.);
- (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use;
- (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Reference: Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.

d. Harm to Natural Resources

The Licensee shall mitigate harm to natural resources caused by the Licensee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification includes:

- (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface;

- (2) Reduction in water levels that harm the hydroperiod of wetlands;
- (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond;
- (4) Harmful movement of contaminants in violation of state water quality standards; or
- (5) Harm to the natural system including damage to habitat for rare or endangered species.

Reference: Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.

2. SITE SPECIFIC DESIGN AUTHORIZATIONS/REQUIREMENTS

a. Dewatering Activities

Prior to commencement of construction of those portions of the project that involve dewatering activities, the Licensee shall submit a detailed plan for any such activities to the SFWMD for a determination of compliance with the non-procedural requirements of Chapters 40E-2, 40E-3 and 40E-20, F.A.C., in effect at the time of certification. The following information, referenced to NGVD where appropriate, shall be submitted:

- (1) A detailed site plan which shows the location(s) for each proposed dewatering area;
- (2) The method(s) used for each dewatering operation;
- (3) The maximum depth for each dewatering operation;
- (4) The location and specifications for all proposed wells and/or pumps associated with each dewatering operation;
- (5) The duration of each dewatering operation;
- (6) The discharge method, route, and location of receiving waters generated by each dewatering operation, including the measures (Best Management Practices) that will be taken to prevent water quality problems in the receiving water(s);
- (7) An analysis of the impacts of the proposed dewatering operations on any existing on and/or off-site legal users, wetlands, or existing groundwater contamination plumes;

- (8) The location of any infiltration trench(es) and/or recharge barriers; and
- (9) All plans must be signed and sealed by a Professional Engineer or a Professional Geologist registered in the State of Florida.

Reference: Sections 373.229 and 373.308, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.500-531, F.A.C.

b. Alternative Water Supplies

If a reliable source of reclaimed water becomes available at the project site to provide water for non-cooling uses, the Licensee shall conduct a feasibility evaluation in accordance with Section 3.2.3.2 of the Basis of Review For Water Use Permit Applications in the SFWMD, in effect at the time of certification, to determine the environmental, technical, and economic feasibility of utilizing reclaimed water. If the feasibility evaluation demonstrates that the use of reclaimed water is feasible, the Licensee shall provide the SFWMD with a schedule for implementation of reclaimed water use, for the SFWMD's review and approval, within 90 days of such notification.

c. Water Conservation Plan

The licensee shall comply with the Water Conservation Plan submitted as Appendix 10.10 and amended April 2012 in the Site Certification Application, including:

- (1) Conducting an audit of the amount of water needed in the Licensee's operational processes. The following measures shall be implemented within one year of audit completion if found to be cost effective in the audit:
 - (a) Implementation of a leak detection and repair program;
 - (b) Implementation of a recovery/recycling or other program providing for technological, procedural or programmatic improvements to the Licensee's facilities; and
 - (c) Use of processes to decrease water consumption.
- (2) Development and implementation of an employee awareness program concerning water conservation.

Reference: Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.

Appendix II-3

Florida Fish and Wildlife Conservation Commission Agency Report



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners

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Brian S. Yablonski
Tallahassee

Executive Staff

Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

**Imperiled Species
Management Section**
R.Kipp Frohlich
Section Leader
(850) 922-4330
(850) 922-4338 FAX

*Managing fish and wildlife
resources for their long-term
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(800) 955-8771 (T)
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MyFWC.com

RECEIVED

By dalton_j at 4:13 pm, Aug 06, 2012

August 6, 2012

Ms. Cindy Mulkey
Program Administrator
Siting Coordination Office
Department of Environmental Protection
2600 Blair Stone Road, Mail Stop 48
Tallahassee, FL 32399-2400

Re: FPL Port Everglades Energy Center Project, Broward County

Dear Ms. Mulkey:

The Division of Habitat and Species Conservation, Imperiled Species Management Section, of the Florida Fish and Wildlife Conservation Commission (FWC) has coordinated agency review of the referenced application for site certification in accordance with the Florida Electrical Power Plant Siting Act, Sections 403.501 - 403.518, Florida Statutes.

The existing Florida Power & Light (FPL) Port Everglades Plant consists of four oil and gas fired power generating units that were installed in the 1960s. The four generating units provide a combined nominal 600-megawatts of power. These 1960 era units will be converted into a "modern, highly efficient, lower-emission next-generation energy center" (FPL Siting Certification application submittal). The project will use existing plant site boundaries, cooling water intake and discharge infrastructure, and transmission right-of-way. During the plant conversion an interim warm-water heating system will be used to maintain warm-water in the current location of a Florida manatee warm water refuge. Construction parking and laydown will be staged on FPL-owned land adjacent to the existing Port Everglades Plant. The existing FPL Port Everglades Plant property is located on 92.5 acres of FPL property located within the City of Hollywood in Broward County. The site is highly urbanized, surrounded by Port Everglades ship facilities as well as other industrial facilities. The project has access to State Road 84 and Interstate 595 from several local roadways. The Intracoastal waterway and Everglades Inlet are located approximately 0.5 miles east of the FPL property. The property is located in Section 32, Township 50 South, Range 42 East.

Due to the dependence of numerous manatees on the warm-water habitat provided by the Port Everglades Energy Center, we recommend permit conditions to address the interim heating system and the temporary warm-water refuge. In addition, we recommend that FPL provide for monitoring of environmental and biological indicators that will play a substantial role in determining the status of the interim heating system during the conversion. These monitoring conditions will assist FWC's efforts to monitor the health

status of manatees and provide an early warning system for cold stress complications and contingency planning to mitigate the potential loss of significant numbers of manatees if there is a failure in the interim warm-water heating system.

Please refer to the staff report and three attachments enclosed with this letter for more detail regarding our agency's recommendations to minimize impacts to the manatee. FWC works closely with the U.S. Fish & Wildlife Service (USFWS) in management of the manatee. In its letter to FPL dated December 16, 2011 (attachment A), the USFWS provides guidance for acceptable actions and monitoring efforts that FPL could take to address any potential "take" of manatees during the plant's conversion. In addition, the USFWS along with FWC have worked with FPL in the last seven months to develop the conditions in our report. We believe that the recommendations in our report support the USFWS letter and significantly lower the risk of manatee loss due to cold stress during the plant's conversion. We recommend approval of the application with the inclusion of the attached conditions.

We look forward to working with FPL regarding protection measures, mitigation options, and habitat management for the proposed Port Everglades Energy Center Project. If you or your staff have any questions regarding our comments, or would like to coordinate further on this issue please contact Carol Knox or Ron Mezich at (850) 922-4330 or by email at Carol.Knox@myfwc.com or Ron.Mezich@myfwc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Kipp Frohlich", written over a horizontal line.

R. Kipp Frohlich, Section Leader
Imperiled Species Management Section

rkp/rm

Port Everglades Energy Center_080612_coverltr

Enclosures

cc: Ann Seiler, DEP
Kalani Cairns, USFWS
Kelly Samek, FWC, Tallahassee

FWC STAFF REPORT FOR FLORIDA POWER AND LIGHT COMPANY – PORT EVERGLADES ENERGY CENTER (PEEC)

Prepared by Carol Knox and Ron Mezich, Fish and Wildlife Biologists, August 6, 2012

This report summarizes the fish and wildlife resources that could be affected by the modernization of the existing power plant. It includes general recommendations for addressing these issues during the modernization process. If you have any questions regarding the information in this report, please do not hesitate to contact Carol Knox or Ron Mezich at phone (850) 922-4330 or email at Carol.Knox@myfwc.com or Ron.Mezich@myfwc.com.

PROJECT DESCRIPTION

The existing Florida Power and Light (FPL) Port Everglades Plant consists of four oil and gas fired power generating units that were installed in the 1960s. The four generating units provide a combined nominal 600-megawatts of power. These 1960 era units will be converted into a “modern, highly efficient, lower-emission next-generation energy center” (FPL Siting Certification application submittal). The project will use existing plant site boundaries, cooling water intake and discharge infrastructure, and transmission right-of-way. During the plant conversion an interim warm-water heating system will be used to maintain warm-water in the current location of a Florida manatee warm water refuge. Construction parking and laydown will be staged on FPL-owned land adjacent to the existing Port Everglades Plant. The existing FPL Port Everglades Plant property is located on 92.5 acres of FPL property located within the City of Hollywood in Broward County. The site is highly urbanized, surrounded by Port Everglades ship facilities as well as other industrial facilities. The project has access to State Road 84 and Interstate 595 from several local roadways. The Intracoastal waterway and Everglades Inlet are located approximately 0.5 miles east of the FPL property. The property is located in Section 32, Township 50 South, Range 42 East.

POTENTIALLY AFFECTED RESOURCES

Terrestrial wildlife

The Port Everglades Energy Center (PEEC) proposal does not require any permanent increase of the footprints of the associated facilities. The proposed location for these activities is highly urbanized; contains flat, sandy soils and no threatened or endangered species occur within the upland Port Everglades Plant Property. The FNAI database review did not result in any occurrences of listed animal species at the Port Everglades Plant Property and Site however, several species on the State’s Imperiled Species list could occur near the project area including the least tern and the eastern indigo snake. The attached survey conditions will address our concerns in regards to those species if they are determined to be present.

Marine Turtles

The sandy beaches in Broward County support nesting by threatened loggerhead (*Caretta caretta*), endangered green (*Chelonia mydas*) and endangered leatherback (*Dermochelys coriacea*) turtles. Nesting habitat at John U. Lloyd State Park and to the north and south are in direct line-of-sight of structures at Port Everglades, including the power plant. Lights from Port

Everglades have caused hatchling sea turtles from nests on these beaches to become disoriented as they head towards the bright lights at the Port; light management efforts such as shielding, lowering, and installation of long wave length light sources are necessary to minimize these negative impacts. The attached condition to coordinate on reducing lighting impacts will help address our concerns for marine turtles.

West Indian manatee

The manatee is listed by the U.S. Fish and Wildlife Service (USFWS) as Endangered and as Federally Endangered in Florida by the state. Manatee use of the area surrounding the PEEC is well documented by aerial survey, mortality, and satellite telemetry data. The project site is characterized as a primary warm-water manatee refuge due to the presence of a warm-water effluent from power plant operations. Between January 1974 and January 2011, 61 manatees have died from watercraft-related causes within a five-mile radius of the project location. In addition to the watercraft-related deaths, there have also been four human-other, 25 perinatal, 11 cold-stress, nine natural (other), and 43 undetermined manatee deaths within the same radius.

Historically speaking, the majority of manatees on the east coast of Florida are believed to have been limited in their distribution during cold winters to the warmer sub-tropical waters south of the St. Sebastian River (Moore 1951). Because of their limited ability to conserve heat, manatees cannot survive exposure to water temperatures below approximately 68° F (20°C) for extended periods of time (Marine Mammal Commission 1988). In north and central Florida, water temperatures in winter periodically drop below 68° F. During these periods, manatees seek out warm-water sources and migrate to southern Florida. The power plants and other industries that discharge large volumes of warm water into Florida's coastal bays and estuaries provide manatees with warm-water refugia (Campbell and Irvine 1981, O'Shea et al. 1985).

The winter distribution of manatees in Broward County is heavily influenced by the presence of the FPL Port Everglades Plant. Winter aerial surveys have documented as many as 454 manatees during a single flight at the Port Everglades Plant (Reynolds 2009). Countywide winter counts conducted by Broward county have recorded more than 900 on several surveys (conducted in winters from 2008-2012). Aside from providing thermal refugia, the plant is situated near the FPL Lauderdale Plant, which also provides a warm-water refuge and foraging habitat can be found within the Intracoastal waterway and northern Biscayne Bay. Manatees will often move from thermal refugia during mild winter periods to nearby seagrass beds to feed (Deutsch et al. 2003). This occurs in Broward and Dade County, where large numbers of manatees have been observed during synoptic surveys utilizing seagrass habitat in the vicinity of the FPL facility. Other areas of the County may also be used during opportunistic foraging excursions in the winter. Manatees were relatively abundant within the north and south New River canals and near the mangrove mitigation area at Port Everglades south of the discharge canal.

Manatees will often use other sites as temporary thermal refugia during the winter (USFWS 2001). These secondary sites are typically deep canals or boat basins where warm water temperatures persist due to thermoclines or other physical conditions. Minor winter aggregations of manatees (at least four animals) may be found in residential canals along the North Fork and South Fork of the New River and in the C-10 canal.

The conversion of the PEEC would result in the temporary discontinuation of the existing thermal discharge and manatee warm-water refuge; however, the construction of an interim heating system will allow for continuation of a warm-water refuge at its existing location. Due to the dependence of numerous manatees on the warm-water habitat provided by the PEEC, permit conditions addressing the interim heating system, that will be used to maintain the warm-water refuge are being recommended. In addition, the Florida Fish and Wildlife Conservation Commission (FWC) also recommends that FPL provide for monitoring of environmental and biological indicators that will play a substantial role in determining the status of the interim heating system during the conversion. These monitoring conditions will assist FWC's efforts to monitor the health status of manatees and provide an early warning system for cold stress complications and contingency planning to help mitigate the potential loss of significant numbers of manatees, if there is a failure in the interim warm-water heating system.

Conclusion - Manatees

Florida manatees have used the Port Everglades Plant's thermal discharge during the winter months for decades. The thermal discharge from this plant has been consistent and reliable, thereby allowing manatees to become dependent on it as a winter refuge. At the time the Manatee Power Plant Protection Plan (MPPPP- required for the National Pollution Discharge Elimination System permit) was developed for this plant, the FWC, USFWS, and FPL agreed upon a 61°F ambient water trigger temperature based on a negotiation of several factors. This trigger temperature requires the plant to operate at least one unit to create a warm-water refuge for manatees during the winter months when ambient water temperatures reach the trigger temperature. The ambient water temperature that was selected was based on several criteria: 1) Base Load Operation, with the Port Everglades Plant operating as a base load unit (running consistently and creating a dependable warm-water refuge); 2) economics (potential costs to FPL); and 3) manatee biology (how often and how long would manatees be subjected to temperatures between 68°F and 61°F). Two of these three factors have recently changed and will change even further during the conversion process. The warm water discharge at the Port Everglades Plant has been less consistent in recent years, and the interim refuge may be even less dependable for manatees if operated at a 61° F trigger temperature. The reduced dependability of the warm-water refuge may increase the frequency of exposure of manatees to cold water and escalate the risk of disease and death due to cold stress since the proposed interim heating system has not been implemented previously.

The USFWS advised the licensee in December 2011 of measures that could be taken to eliminate the risk of take of manatees. (See Attachment A). As a result FWC has attempted to develop appropriate measures and conditions to prevent take of manatees during reconstruction of the plant, which includes the interim refuge and various monitoring efforts. We have worked as closely as possible with the licensee and USFWS to develop conditions that are acceptable to all parties.

IV. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. West Indian Manatee

1. Interim Warm-Water Refuge Heating System

In order to prevent an increased risk of manatee cold stress death during the PEEC modernization construction period, adaptive management protocols for the interim warm-water refuge heating system shall be included in the Environmental and Biological Monitoring Plans and the following provisions:

a. Testing, monitoring, and evaluation of the interim heating system shall take place pursuant to the conditions found in Sections 2 Environmental Monitoring and Section 3 Biological Monitoring.

b. The trigger temperature and operational details shall be agreed upon by Florida Fish and Wildlife Conservation Commission (FWC) in consultation with U.S. Fish and Wildlife Service (USFWS) and FPL and included in the Environmental Monitoring Plan. The interim heating system shall be maintained and operated to achieve the results specified in the Environmental Monitoring Plan in accordance with best management practices (BMP) established by Licensee, unless otherwise authorized by FWC and USFWS, or unless the safety of employees or reliability of the electric power system would be compromised. The Licensee shall develop a BMP manual for the interim heating system that shall include details related to maintenance, operations, agency notifications, logbooks requirements and troubleshooting plans.

c. The Licensee (Florida Power & Light Company) shall submit its BMP manual to FWC for review and comment. Except for those specific details described herein which must be reviewed and approved by FWC, Licensee will review, consider, and incorporate if practicable, all other comments from FWC. An approved BMP manual will be in place prior to the operation of the interim heating system and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC conversion commences. A copy of the Licensee's BMP manual for the interim heating system shall be maintained at all times at the PEEC site and shall be made available upon request to authorized representatives of FWC and DEP.

d. If through the biological monitoring or daily visual assessments of manatee health, or scientific data it is indicated, that the interim heating system's operational trigger protocol should be modified to maintain a sufficient warm-water refuge, then FWC will consult with DEP, USFWS, and FPL to assess the information and develop a new strategy that can be agreed upon by the Licensee, FWC, DEP and USFWS and amended in the Environmental Monitoring Plan.

e. The interim warm-water refuge will consist of a segment of the current warm-water refuge that is created by the plant's thermal discharge. The location, configuration and dimensions of the interim warm-water refuge will be illustrated in the Environmental Monitoring Plan.

f. The Licensee may request modification of applicable FWC conditions upon issuance by the DEP, in consultation with the FWC, of final NPDES permit modification No. FL0001538 if such requested modifications to the conditions herein have been adopted into the final NPDES permit.

g. The Licensee anticipates taking the Port Everglades Plant off line on January 31, 2013. The Licensee will notify FWC seven days in advance of the plant ceasing operations for the duration of the modernization, before, or on this anticipated date. In addition, FWC will be notified 24 hours in advance of any operation of the interim heater before January 31, 2013.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

2. Environmental Monitoring

The following monitoring requirements are applicable to the operation of the interim heating system during the modernization of the PEEC.

a. The evaluation of the interim heating system which is intended to determine its ability to provide a sufficient manatee warm-water refuge as described in Environmental Monitoring Plan during the winter months shall take place prior to the discontinuation of operations at the existing Port Everglades Plant and use of the current warm-water discharge system. Additional evaluation of the system shall include empirical temperature data that will be collected and compared to the thermal modeling results to evaluate the performance of the interim heating system prior to February 15, 2013 if it cannot be completed before January 31, 2013 due to continued use of the Port Everglades Plant's existing power generating units.

(1) Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, the interim heating system must be operational. After the initial monitoring tests of the interim warm-water heating system have been conducted at the Port Everglades Plant, the Licensee will contact FWC to provide and discuss the results. At that time, FWC, in consultation with the DEP, USFWS, and the Licensee, will determine what, if any, modifications need to be made to the operation of the interim heating systems. If necessary, FWC will require a revision to the Environmental Monitoring Plan.

b. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, an approved Environmental Monitoring Plan shall be in place. The Licensee shall submit to the FWC, DEP Siting Office, and the a final Environmental Monitoring Plan. The final Environmental Monitoring Plan shall include, at a minimum, the following components:

(1) Monitoring of the interim heating system and warm-water refuge during the modernization process (as described in Interim Heating System and Environmental Monitoring conditions. and the Licensee's Thermal Modeling Study) shall take place during the winter months of 1 December through 31 March .

(2) Monitoring of the PEEC's interim warm-water refuge during the modernization shall consist of ambient air and water temperatures measured at multiple locations within the interim warm-water refuge. The number and configuration of temperature monitoring stations must be sufficient to provide a three-dimensional view, over time, of the thermal refuge. Temperature monitoring stations will be deployed in the interim refuge prior to the modernization phase of the Port Everglades Plant.

(3) As part of this Environmental Monitoring Plan the Licensee shall include a plan to convey the data from the temperature monitoring stations to the appropriate agencies on a daily basis when the trigger is on and the heaters are running, and on a weekly basis when the trigger protocols have not been met.

(4) Specific locations for the temperature monitoring station(s), sampling frequencies, station depths, data collection methods, and reporting frequencies must be identified and may be subject to further revision depending on receipt of any required permits, licenses and approvals.

c. The Licensee will prepare an Environmental Monitoring Report that includes all data (made available in electronic form) and statistical analyses completed as a result of the requirements set forth in the Environmental Monitoring Plan. This report will be submitted yearly by the date designated in the Environmental Monitoring Plan, while the interim warm-water system is in operation during the construction period of the PEEC. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Environmental Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

3. Biological Monitoring

The following monitoring requirements for manatee distribution and abundance are applicable to the operation of the interim heating system during the modernization of the PEEC:

a. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge the Licensee shall submit to FWC, a Biological Monitoring Plan. The Biological Monitoring Plan shall be reviewed and approved by FWC and the Licensee shall submit the final Biological Monitoring Plan to FWC and the DEP Siting Office. The Biological Monitoring Plan shall include at a minimum the following components:

(1) Monitor the winter months of 1 December through 31 March distribution and abundance of manatees during the time frame that includes the operation of the interim warm-water heating system.

(2) Biological monitoring shall be conducted through aerial surveys during the winter months of 1 December through 31 March beginning the first winter of the plant's modernization and continuing through the completion of the PEEC modernization process and 2 years post-commercial operation of PEEC. After the first year of post modernization aerial survey monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. FPL will consult with FWC to determine the status of other aerial survey data collection efforts to determine if FPL will need to conduct any of the surveys (i.e., either during or post-modernization).

(3) Specific aerial survey paths, sampling frequencies, and methodologies for aerial surveys must be identified and described in the Biological Monitoring Plan. Aerial survey flight paths will be consistent with those established by the Broward County

Environmental Resource Management Office and shall encompass the winter months as established in the Biological Monitoring Plan.

(4) Aerial survey data shall be analyzed and summarized after each winter season to provide an evaluation of manatee abundance and distributional changes within the survey area.

(5) The Licensee shall provide one or more manatee observers who have been trained by an approved FWC trainer so they can detect indications of cold stress in manatees. The monitoring protocols and information requirements will be described in the Biological Monitoring Plan.

(6) The manatee observer will be required to conduct a daily visual assessment of the condition and general distribution of manatees using the interim warm-water refuge during the winter months of 1 December through 31 March. The visual assessments shall be conducted for a sufficient length of time to assess most of the manatees present at the plant and accessible to the observer on that day.

(7) Telemetry monitoring shall be accomplished by the Licensee through the use of an entity with experience in manatee telemetry tracking, and data analysis in Florida. This condition will coincide with the use of the interim heating system and 2 years post-commercial operation of PEEC. After the first year of post modernization telemetry monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. The tags will be attached to manatees captured at, or near the PEEC site to document their movements to alternative secondary warm-water sites, their general health, habitat use, behavioral response to changes in the operation of the interim refuge and thermal regime experienced by manatees during the modernization of PEEC. The details of the telemetry effort and required reports will be provided in the Biological Monitoring Plan.

(8) The Licensee will prepare a Biological Monitoring Report that includes all data (made available in electronic form) and statistical analyses completed as a result of the requirements set forth in the Biological Monitoring Plan. This report will be submitted yearly by the date designated in the Biological Monitoring Plan. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Biological Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

4. Standard Environmental and Biological Monitoring Plan Conditions

a. The Biological and Environmental Monitoring Plans, including the proposed monitoring techniques and monitoring locations that will be used to assess manatee health, distribution and habitat during the modernization process, shall be approved by FWC prior to implementation and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge. Final Biological and Environmental monitoring plans shall be in place at least 90 days prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC modernization commences.

b. If, in the review of the annual biological or environmental monitoring reports, FWC, in consultation with the DEP and USFWS, determines the need to modify the Biological or Environmental Monitoring Plans, FWC will notify the Licensee to discuss the findings. At that time, FWC, in consultation with the DEP, USFWS and the Licensee, will determine what, if any, modifications need to be made to the Biological or Environmental Monitoring Plans.

c. If the Licensee determines the Biological or Environmental Monitoring Plans are in need of modifications during the operation of the interim heating system, the Licensee will contact the agencies to discuss the proposed modifications. At that time, FWC, in consultation with the DEP, USFWS and the Licensee, will determine what if any modifications need to be made.

d. The Licensee will provide personnel from the FWC, USFWS, USGS Sirenia Project, or a designee of these agencies, access to the PEEC property to conduct manatee monitoring activities. Reasonable notice shall be given to the Licensee by the agencies. Access would be limited to normal weekday business hours (8:00 a.m. - 5:00 p.m.) unless arrangements are made in advance with the Licensee.

e. All visitors to PEEC will be required to comply with FPL's safety and security requirements. Personnel will receive an orientation from FPL or its contractor prior to commencing observations or other activities.

f. *[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]*

5. Contingency Plan

FWC and USFWS' Letter of Authorization (LOA) network responders will be responsible for all efforts related to manatee rescues, rehabilitation activities, and carcass recovery during the PEEC modernization. In order to effectively implement contingency plans during the plant modernization and to address manatee health-related issues, the following conditions are required:

a. If the observer (pursuant to Biological Monitoring Plan) identifies manatees with apparent signs of cold stress disease, digital photographs should be taken of the animal(s) and the FWC shall be called as soon as possible on the day of the observations through the protocols described in the Biological Monitoring Plan

b. The Licensee will notify FWC and USFWS immediately if there is a mechanical failure of the interim heating system, or if, for any other reason the interim heating system is not operating in a manner that will provide warm-water sufficient to keep the warm-water refuge at a temperature of 68° F or greater.

c. The Licensee shall provide in-kind services and financial assistance, not to exceed \$100,000 in total value, to FWC for manatee rescue or recovery in the event that there is a failure of the interim heating system resulting from Licensee's failure to comply with Final Order # PA12-57 that causes death or identifiable cold stress to manatees in Broward County. This condition would apply during the winter months of 1 December through 31 March. The in-kind assistance and funds would only be used to address manatee-related cold stress issues in the area that the interim system affects.

[Sections 403.507 F.S., Section 379.1025 F.S., Section 379.2291 F.S., Section 379.2431 (2) F.S., Section 20.331 F.S.]

6. Development of a Long-Term Manatee Strategy

It is expected that at some point in the future the warm-water habitat created by the PEEC will diminish or be terminated; in that event the FWC and USFWS believes it is in the best interest of the Licensee, FWC, USFWS, DEP, and the Florida manatee population to begin strategic long term planning to reduce the adverse effects to the Florida manatee population before this occurs.

a. Within two years of the formal approval by FWC and USFWS of a Warm-Water Action Plan (Plan), inclusive of a future-oriented Management Policy for Warm-Water Manatee Habitat, the Licensee shall host and chair a workshop designed to: (a) articulate a strategy for achieving the goals of that Plan, (b) develop a timetable for implementing the strategy, (c) review progress to date in achieving the strategy, and (d) identify impediments and solutions.

b. Within one year of the workshop held pursuant to Final Order # PA 12-57, the Licensee shall provide the FWC with a formal report of the workshop, including findings, conclusions, and recommendations.

c. Over the course of the operating life span of the PEEC, the Licensee shall develop an exit strategy for the PEEC that prevents significant losses to the manatee population when the Licensee determines to reduce or eliminate the PEEC's thermal discharge to the extent that a dependable warm-water refuge is no longer present. The Licensee's strategy shall consider FWC and USFWS's statewide Warm-Water Action Plan approved by FWC and USFWS.

d. The Licensee shall work closely with the FWC and USFWS to evaluate progress toward achieving the vision and goals of the Warm-Water Action Plan and to develop adaptive changes to the Plan as needed to promote manatee recovery through participation in periodic workshops and/or conferences designed to accomplish such evaluation and adaptive changes.

e. The FWC must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of the facility.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

7. Manatee Construction Conditions for In-Water Work

a. The current Standard Manatee Conditions for In-Water Work are required for all in-water work in or adjacent to waters accessible to manatees. If the licensee is unsure if a certain activity qualifies as in-water work, it will contact the FWC to discuss and determine applicability of these conditions for the proposed activity. Blasting or pile hammering activities to break rock shall be prohibited in waters accessible to manatees. If no other alternative exists, a modification of these conservation measures can be requested. An adequate Blast and Protected Species Watch Plan must be submitted to and approved by the Imperiled Species Management Section of the FWC prior to these methodologies being used.

b. To reduce the possibility of injuring or killing a manatee during construction, in-water work shall not be performed between November 15 and March 31 unless essential to support the PEEC project's schedule or the safety of employees or reliability of the electric power system would be compromised. If in-water work during the winter cannot be avoided the Licensee will contact the agencies to determine alternative conditions that will be implemented to address the proposed activity.

c. At least one person shall be designated as a manatee observer when in-water work is being performed. That person shall have experience in manatee observation be equipped with polarized sunglasses to aid in observation. The manatee observer must be on site during all in-water construction activities and will advise personnel to cease operation upon sighting a manatee within 50 feet of any in-water construction activity. Movement of a work barge, other associated vessels, or any in-water work shall not be performed after sunset, when the possibility of spotting manatees is negligible.

d. The Licensee will include as part of its safety orientation manatee awareness training for full-time permanent construction personnel at the PEEC site. This training will be designed to educate the construction work force about the legal requirements to avoid manatees and to provide them with contact information if they should spot an injured manatee.

e. To reduce the risk of entrapment and drowning of manatees, grating shall be installed over any proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. Bars or grates no more than 8 inches apart shall be placed on the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

8. Force Majeure

If there is an act of God, terrorism, or war that prevents Licensee from providing the requisite warm water conditions, Licensee will notify FWC expeditiously and coordinate efforts to resume compliance with the certification conditions.

[Sections 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Section 20.331, F.S.]

9. Access to Manatee Protection Zones

For all activities necessary to perform essential operations, including in-water maintenance and inspection of equipment, emergency operations, and environmental monitoring within a No Entry or Motorboats Prohibited Manatee Protection Zone as defined by 68C-22, F.A.C., the following requirements are applicable. These requirements supplant the need for Licensee to obtain a permit to access these zones pursuant to 68C-22.003, F.A.C.

a. Vessels used to access the zone should be of the smallest size and horsepower needed to accomplish the required tasks, and all vessels should be clearly marked as belonging to the Licensee or authorized contractor performing the work on behalf of the Licensee. Whenever practicable, vessels should be equipped with a propeller guard. Vessel operation within the zone must be at no greater than Idle Speed.

b. At least one person on each vessel must be designated as a manatee observer. Said observer must have experience in manatee observation and be equipped with polarized sunglasses to aid in observation. The observer must be on the vessel at all times, maintain a vigilant watch, and advise all personnel as to the presence and location of nearby manatees.

c. Except in emergency situations, no in-water activity may be performed within 50 feet of a manatee. Manatees may not be approached, pursued, fed, watered, touched, or otherwise interacted with in any manner that causes disruption of their normal behavior. If one or more manatees are observed within 50 feet, all in-water activities must be stopped and may only be resumed after all manatees have moved away of their own volition.

d. Except in emergency situations, no in-water work may be performed before sunrise or after sunset (when the ability to see manatees is minimal).

e. All personnel entering the zone must be informed of the possible presence of manatees, the characteristics used to identify the presence of manatees, and the conditions and requirements set forth herein. All personnel must be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.

f. Any collision with and/or injury to a manatee must be reported immediately to the FWC Division of Law Enforcement (888-404-3922) and the FWC Imperiled Species Management Section (850-922-4330; fax: 850-922-4338).

g. The Licensee maintain records onsite detailing the nature and scope of all activities conducted within the restricted area during the previous year, including dates of activity and the number of vessels involved as well as the type and configuration of the vessels, by date. These records will be made available to FWC upon request.

[Section 403.507, F.S.; Rule 68C-22.003, F.A.C.; Section 20.331, F.S.]

B. Terrestrial Wildlife

1. All undeveloped habitat onsite shall be surveyed for the presence of state- and federally listed species no more than six months before land clearing and the results shall be reported to the FWC. We recommend that the report includes methodology, results, discussion, and references to all survey protocols and documents used. If there is evidence that any state-listed species are present, then the licensee must report the findings to the FWC at least 60 days prior to the commencement of clearing. If impacts to those species cannot be avoided, then the licensee must contact the FWC before taking any action that might result in an impact to those species.

[Section 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Chapter 68A-27, F.A.C.; Section 20.331, F.S.]

C. Marine Turtles

1. FPL shall consult with the FWC Imperiled Species Management Section on the development of a Light Management Plan to reduce the adverse effects of PEEC's exterior lighting on nesting marine turtles and their hatchlings. The plan should evaluate the use of lighting management methods that include shielding, lowering mounting heights, and use of long wavelength fixtures.

[Section 403.507, F.S.; Section 379.2431(1), F.S., Section 379.2431(1)(g), F.S.; Section 20.331, F.S.]

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Appendix II-4

South Florida Regional Planning Council Agency Report



RECEIVED

By dalton_j at 4:17 pm, Aug 06, 2012

August 6, 2012

Cindy Mulkey, Program Coordinator
Office of Siting Coordination
Department of Environmental Protection
3900 Commonwealth Blvd., MS #48
Tallahassee, FL 32399-2400

RE: Agency Report for the Florida Power and Light Company's Port Everglades Next Generation Energy Center Site Certification Application.

Dear Ms. Mulkey:

The South Florida Regional Planning Council has reviewed the above-referenced site certification application for completeness and has made the determination that no pending issues will be submitted at this time. Issues identified by Council staff have been adequately addressed in the Site Certification Application, and in several rounds of additional information requests. Council concerns that were fully addressed included: (1) anticipated safety and security risks; (2) impacts to Natural Resources of Regional Significance and (3) the protection of water quality, as identified in the *SRPP*; and (4) assurances about local hiring practices.

The Goals and Policies of the *Strategic Regional Policy Plan for South Florida (SRPP)*, in particular those indicated below, should be observed when making decisions regarding this project:

- Goal 2** **Increase employment opportunities and support the creation of jobs with better pay and benefits for the Region's workforce.**
- Policy 2.4 Ensure that decisions with regard to the location of infrastructure investments by local governments are made with priority for the lowest income neighborhoods.
- Goal 3** **Promote the health, safety, and welfare of South Florida's residents.**
- Policy 3.7 Reduce exposure to environmental contaminants and hazards in the Region's ground, air, and water.
- Goal 7** **Protect, conserve, and enhance the Region's water resources.**
- Policy 7.11 Encourage the implementation and further development of water conservation measures.
- Goal 9** **Develop clean, sustainable, and energy-efficient power generation and transportation systems.**
- Policy 9.2 Encourage the development of renewable, clean fuels and energy-efficient enterprises to serve our communities and national markets.
- Goal 14** **Preserve, protect, and restore Natural Resources of Regional Significance.**
- Policy 14.7 Restore, preserve, and protect the habitats of rare and state and federally listed species. For those rare and threatened species that have been scientifically demonstrated by past or site specific studies to be relocated successfully, without resulting harm to the

3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021
Broward (954) 985-4416, State (800) 985-4416
Fax (954) 985-4417, e-mail sfadmin@sfrpc.com, website: www.sfrpc.com

relocated or receiving populations, and where *in-situ* preservation is neither possible nor desirable from an ecological perspective, identify suitable receptor sites, guaranteed to be preserved and managed in perpetuity for the protection of the relocated species that will be utilized for the relocation of such rare or listed plants and animals made necessary by unavoidable project impacts. Consistent use of the site by endangered species, or documented endangered species habitat on-site shall be preserved on-site.

Goal 18 Ensure regional coordination, preparation, and response to emergencies.

- Policy 18.14 Achieve flexible, comprehensive, and coordinated emergency planning for a variety of emergencies.
- Policy 18.5 Enhance public awareness and education regarding appropriate responses to a variety of emergencies.
- Policy 18.6 Promote the federal, state, and regional coordination of a public information and awareness program concerning various types of hazards and appropriate responses.

The South Florida Regional Planning Council is an affected agency, as identified in Florida Statute 403.507 (2) (a), and has been actively involved in review and comment during the Site Certification process. If you require further information, please contact me at 954-985-4416.

Sincerely,



James F. Murley
Executive Director

JFM/kal

cc: Sam Goren, Esquire

Appendix II-5
Department of Transportation Agency Report



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

Office of General Counsel
Mail Station 58
850/414-5265

August 6, 2012

Cindy Mulkey, Program Administrator
Florida Energy and Siting Coordination Office
Department of Environmental Protection
2600 Blair Stone Road, MS 48
Tallahassee, Florida 32399-2400

RE: Florida Power & Light Company Port Everglades
Next Generation Clean Energy Center
Power Plant Siting Application No. 12-57
DOAH Case No. 12-0422EPP
DEP OGC Case No. 12-0710

Dear Ms. Mulkey:

Enclosed is the Florida Department of Transportation's Revised Agency Report for the Florida Power and Light Port Everglades Next Generation Clean Energy Center Power Plant Application 12-57.

If you have any questions, please call me at 414-5294 or Connie Mitchell, Siting Coordinator, at 414-4572. Thank you.

Sincerely,

Kimberly C. Menchion
Assistant General Counsel

KCM/cm

cc: All Parties of Record
Connie Mitchell

**FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA POWER AND LIGHT
PORT EVERGLADES NEXT GENERATION CLEAN ENERGY CENTER
AUGUST 6, 2012**

SECTION I. CORRIDOR LOCATION ISSUES

No outstanding issues.

SECTION II. OUTSTANDING SUFFICIENCY ISSUES

No outstanding issues.

SECTION III. VARIANCES TO STANDARDS

No variances requested.

SECTION IV. SPECIAL USE PERMISSIONS

No special use permissions requested.

SECTION V. RECOMMENDATION FOR CERTIFICATION

The Florida Department of Transportation recommends the certification of the proposed energy facility. This recommendation is made contingent upon the conditions of Section VI being addressed/met.

SECTION VI. PROPOSED CONDITIONS OF CERTIFICATION

6.1 REQUEST FOR RESTRICTED AREAS

No requests for restricted areas are necessary.

6.2 POST CERTIFICATION REVIEW ITEMS

Access Management to the State Highway System: Any access to the State Highway System will be subject to the requirements of Rule Chapters 14-96, State Highway System Connection Permits, and 14-97, Access Management Classification System and Standards, Florida Administrative Code.

Overweight or Overdimensional Loads: Operation of overweight or overdimensional loads by the applicant on State transportation facilities during construction and operation of the utility facility will be subject to safety and permitting requirements of Chapter 316, Florida Statutes,

and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Overdimensional Vehicles, Florida Administrative Code.

Use of State of Florida Right of Way or Transportation Facilities: All usage and crossing of State of Florida right of way or transportation facilities will be subject to Rule Chapter 14-46, Utilities Installation or Adjustment, Florida Administrative Code; Florida Department of Transportation's Utility Accommodation Manual (Document 710-020-001); Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway System; Standard Specifications for Road and Bridge Construction; and pertinent sections of the Florida Department of Transportation's Project Development and Environmental Manual.

Interstate 595 and State Road 5/U.S. 1 South Federal Highway have been identified as Florida Intrastate Highway System (FIHS) and Strategic Intermodal System's (SIS) facilities. The placement of the transmission line and pipeline should take into consideration the planned widening of these facilities. The cost of relocating or reconstructing the transmission line and pipeline will be borne by the applicant to the extent required by Section 337.403, Florida Statutes, and Rule Chapter 14-46, Florida Administrative Code.

Standards: The Manual on Uniform Traffic Control Devices; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway System; Florida Department of Transportation's Standard Specifications for Road and Bridge Construction; Florida Department of Transportation's Utility Accommodation Manual; and pertinent sections of the Department of Transportation's Project Development and Environmental Manual will be adhered to in all circumstances involving the State Highway System and other transportation facilities.

Drainage: Any drainage onto State of Florida right of way and transportation facilities will be subject to the requirements of Rule Chapter 14-86, Drainage Connections, Florida Administrative Code, including the attainment of any permit required thereby.

Use of Air Space: Any newly proposed structure or alteration of an existing structure will be subject to the requirements of Chapter 333, F.S., and Rule 14-60.009, Airspace Protection, F.A.C. Additionally, notification to the Federal Aviation Administration (FAA) is required prior to beginning construction, if the structure exceeds notification requirements of 14 CFR Part 77, Objects Affecting Navigable Airspace, Subpart B, Notice of Construction or Alteration. Notification will be provided to FAA Southern Region Headquarters using FAA Form 7460-1, Notice of Proposed Construction or Alteration in accordance with instructions therein. A subsequent Determination by the FAA stating that the structure exceeds any federal obstruction standard of 14 CFR Part 77, Subpart C for any structure that is located within a 10-nautical-mile radius of the geographical center of a public-use airport or military airfield in Florida will be required to submit information for an Airspace Obstruction Permit from the Florida Department of Transportation or variance from local government depending on the entity with jurisdictional authority over the site of the proposed structure. The FAA Determination regarding the structure serves only as a review of its impact on federal airspace and is not an authorization to proceed with any construction. However, FAA recommendations for marking and/or lighting of the proposed structure are made mandatory by Florida law. For a site under Florida Department of Transportation jurisdiction, application will be made by submitting Florida Department

Transportation Form 725-040-11, Airspace Obstruction Permit Application, in accordance with the instructions therein.

Level of Service on State Roadway Facilities: All traffic impacts to State roadway facilities on the FIHS or the SIS, or funded by Section 339.2819, Florida Statutes, will be subject to the requirements of the level of service standards adopted by local governments pursuant to Rule Chapter 14-94, Statewide Minimum Level of Service Standards, Florida Administrative Code, in accordance with Section 163.3180(10), Florida Statutes. All traffic impacts to State roadway facilities not on the FIHS, the SIS, or funded by Section 339.2819, Florida Statutes, will be subject to adequate level of service standards established by the local governments.

SECTION VII BEST MANAGEMENT PRACTICES

Traffic control during facility construction and maintenance will be subject to the standards contained in the Manual on Uniform Traffic Control Devices; Rule Chapter 14-94, Statewide Minimum Level of Service Standards, Florida Administrative Code; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway; Florida Department of Transportation's Standard Specifications for Road and Bridge Construction; and Florida Department of Transportation's Utility Accommodation Manual, whichever is more stringent.

It is recommended that the applicant encourage transportation demand management techniques by doing the following:

A temporary traffic control plan for handling construction related traffic is needed subject to the requirements and standards. The plan will need to be approved by Florida Department of Transportation prior to construction.

If the applicant uses contractors for the delivery of any overweight or overdimensional loads to the site during construction, the applicant should ensure that its contractors adhere to the necessary standards and receive the necessary permits required under Chapter 316, Florida Statutes, and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Overdimensional Vehicles, Florida Administrative Code.

Appendix II-6
Department of Economic Opportunity Letter

Rick Scott
GOVERNOR



Hunting F. Deutsch
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

RECEIVED

By dalton_j at 9:02 am, Aug 06, 2012

August 6, 2012

Ms. Cindy Mulkey, Program Administrator
Siting Coordination Office
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399

Re: Final Agency Report for Florida Power and Light Port Everglades Next Generation Clean Energy Center

Dear Ms. Mulkey:

This letter serves as the Agency Report by the Department of Economic Opportunity (DEO) as required by the Power Plant Siting Act, Chapter 403.501 through 403.518, Florida Statutes, in response to the application filed by Florida Power and Light (FPL) for certification of the Port Everglades Next Generation Clean Energy Center (PEEC) site. At the Port Everglades site, which is an existing power plant site, the applicant proposes to dismantle existing generating Units 1 through 4 and construct a modern combined cycle unit. The new power generating facilities are projected to use less water and fuel, and emit significantly less carbon dioxide, nitrogen oxides, sulfur oxides and particulate matter in comparison to the previous generating facilities. These reductions are to be achieved through the use of natural gas as the primary fuel, and ultra low sulfur distillate oil as the backup fuel, in combination with advanced power generation and emission control technology.

It is anticipated that construction and operation of the PEEC will provide positive economic and fiscal benefits to the City of Hollywood, Broward County and the surrounding area. These benefits include construction jobs, expenditures for construction materials and other goods, and property tax revenue.

The existing FPL Port Everglades site is located in the City of Hollywood in Broward County. The land on which the PEEC project will be located is designated Electrical Generating Facility. After reviewing the application, the Department concludes that the proposed construction and operation of the PEEC does not raise any land use issues of concern, and recommends no conditions of certification.

Regarding emergency management issues, the application states that FPL will enhance emergency preparedness plans for new projects such as the PEEC project. The Department offers the following comment regarding emergency management planning for the proposed PEEC facility:

The applicant should coordinate with local and regional emergency management agencies, and the Florida Division of Emergency Management, to update the existing Port Everglades Emergency Action plan to address both operational emergencies and natural disasters, including hurricanes, at the PEEC project.

If you have any questions regarding this report, please contact Julie Evans, Planning Analyst, at (850) 717-8485, or by e-mail at julie.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink that reads "J. Thomas Beck". The signature is fluid and cursive, with the first name "J." and last name "Beck" clearly legible.

J. Thomas Beck, AICP

Director, Division of Community Development

JTB/je

cc: Mr. Brian Koon, Director, Division of Emergency Management

Appendix II-7

Department of State, Division of Historical Resources Letter



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

August 10, 2012

Ms. Jessica Dalton
Dept. of Environmental Protection
Siting Coordination Office
3900 Commonwealth Blvd. MS 48
Tallahassee, FL 32399-3000

Re: DHR Project File No.: 2012-2484B / Received: August 8, 2012
Site Certification Application No.: PA 12-57
Port Everglades Power Plant – 8100 Eisenhower Road
Fort Lauderdale, Broward County

Dear Ms. Dalton:

In accordance with the procedures contained in Chapters 403 and 267, Florida Statutes, this agency reviewed the referenced certification application. We previously reviewed the proposed certification in April and June of 2012. We have no concerns regarding potential impacts to historical resources related to the Port Everglades application. No recorded historic properties are located within the plant property boundaries. This agency approves the certification of this power plant.

This agency notes that in April we commented that we were waiting for a Florida Master Site File form and evaluation of the 1961 power plant (now more than 50 years of age). We have not received this site form to date.

If you have any questions concerning our comments, please contact me at 850-245-6339 or Laura.Kammerer@DOS.MyFlorida.com. Thank you for your interest in protecting Florida's historic properties.

Sincerely,

Laura A. Kammerer
Historic Preservationist Supervisor
Compliance and Review Section



DIVISION OF HISTORICAL RESOURCES
R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: 850.245.6333 • Facsimile: 850.245.6439 • www.flheritage.com
Commemorating 500 years of Florida history www.fla500.com



Appendix II-8
City of Hollywood Agency Report



CITY of HOLLYWOOD, FLORIDA

Planning and Development Services

2600 Hollywood Blvd. • Room 315 • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3471 • Fax (954) 921-3347 • www.hollywoodfl.org

Jaye Epstein
Director

August 3, 2012

RECEIVED

By dalton_j at 8:46 am, Aug 06, 2012

Ms. Cindy Mulkey, Program Administrator
Ms. Jessica Dalton, Environmental Specialist
Department of Environmental Protection
Siting Coordination Office
Mail Station 48
3099 Commonwealth Boulevard
Tallahassee, FL 32399

RE: City of Hollywood Florida Power & Light (FPL) Port Everglades Energy
Center Agency Report

Dear Ms. Mulkey & Ms. Dalton,

Please allow this letter to serve as the Agency Report for the City of Hollywood. The Agency Report is submitted on the City's behalf pursuant to the Florida Electrical Power Plant Siting Act (Sections 403.501- 403.539, Florida Statutes). The City has reviewed the Site Certification Application for the Florida Power & Light's Port Everglades Energy Center and provides the following assessment.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed project is located in the Transportation Land Use area, which allows for shipping and warehousing, and any other uses which may be permitted by the Port Authority other than residential Uses. The goal of the Land Use Element is to "promote a distribution of land uses to enhance and improve the residential, business, resort, and natural communities while allowing land owners to maximize the use of their property." This proposed project is consistent with the Comprehensive Plan, based upon the following goals, objective and policies:

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

Land Use Element:

Objective 7: *Achieve consistency with the Broward County Land Use Plan by adopting the following goals, objectives, and policies into the City's Land Use Element, by reference, from other elements of the City's Comprehensive Plan.*

Policy 7.1: *Future industrial land uses shall be located to the maximum extent possible with access to major transportation facilities including highways, airports, railroads, and seaports.*

Policy 7.35: *Preserve, protect, conserve, and enhance estuarine and marine environment quality, coastal wetlands, marine resources, beaches and dunes, coastal barriers and wildlife.*

The proposed redevelopment increases energy efficiency and reduces pollution, thereby promoting protection and preservation of natural resources. In addition, redevelopment of the FPL Energy Center maintains consistency with Policy 7.1 by providing access to major transportation facilities.

CONSISTENCY WITH ZONING

The proposed project has a zoning designation of Port Everglades Development District (PEDD). This District is intended to provide for and encourage appropriate and consistent land use patterns where applied within the jurisdictional boundaries of Port Everglades irrespective of whether the land being regulated lies within the municipal boundaries of the cities of Hollywood, Fort Lauderdale or Dania. The uses and standards allowed within this District recognize the need to accommodate the use of the lands within Port Everglades, which is a major regional facility essential to the continued economic vitality of the cities and the county. It is anticipated that the intent of this District will be accomplished by concurrent adoption of the regulations by the three cities and Broward County. The proposed FPL Energy Center is consistent with PEDD zoning designation based on the following main permitted uses:

Main Permitted Use: *Utilities including electric, gas and sanitary facilities and service.*

CONSISTENCY WITH THE CITY-WIDE MASTER PLAN

The FPL Port Everglades Energy Center is located in Sub-Area 5 of the City-Wide Master Plan. Sub-Area 5, the Port Everglades area, is defined by Atlantic Ocean to the east, Sheridan Street to the south, SR 84 to the north with an irregular boundary to the west. The proposed project is consistent with the City-Wide Master Plan based on the following guiding principles and policies:

Guiding Principle: *Attract and retain businesses that will increase economic*

opportunities while enhancing the quality of life for residents.

Guiding Principle: *Promote the highest and best use of land in each sector of the City without compromising the goals of the surrounding community.*

Policy 5.5: *Support and promote projects that will increase fees or revenues to the City of Hollywood from Port Everglades.*

CONDITIONS OF CERTIFICATION

The City of Hollywood is requesting the following conditions for the FPL Port Everglades Energy Center:

1. The approved use shall be vested for development upon the receipt of a Final Order granting Certification pursuant to the Florida Electric Power Plant Siting Act (PPSA). FPL shall record a copy of the Certification in the public records of Broward County prior to commencement of development. Immediately following recordation a copy shall be provided to the City of Hollywood.
2. The applicable building permit and impact fees for the construction project shall be paid by FPL within thirty (30) days of commencing construction of those project features. FPL shall comply with the applicable provisions of the Florida Building Code.
3. FPL shall submit construction coordination plans to the City to address issues such as emergency services and traffic coordination and inspections 30 days prior to commencement of the demolition and construction phases of Project development.
4. FPL shall complete required landscaping within ninety (90) days of the commercial operation date of the Port Everglades Energy Center.
5. All future advertising which identifies the location of the Project must state that the development is in the City of Hollywood.

SUMMARY OF PUBLIC COMMENTS

The City of Hollywood held a public meeting on March 29, 2012, to discuss the updating of the FPL Port Everglades Energy Center. During the meeting FPL made a presentation describing the new facilities and answered questions from city staff and the public.

RECOMMENDATIONS

Based on the City's review of the proposed FPL Energy Center and the conditions of approval, the City recommends approval of the FPL Port Everglades Energy Center.

Thank you in advance for reviewing the City's Agency Report. Please do not hesitate to contact me should you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jaye M. Epstein", is written over a light blue rectangular background.

Jaye M. Epstein, AICP
Director of Planning and Development Services

cc: Honorable Mayor and City Commissioners
Cathy Swanson-Rivenbark, City Manager, AICP, CEcD
Jeffrey Sheffel, City Attorney
Department Directors

Appendix II-9
Broward County Agency Report

**BROWARD COUNTY'S AGENCY REPORT
FOR PORT EVERGLADES ENERGY CENTER CERTIFICATION APPLICATION
BY FLORIDA POWER AND LIGHT COMPANY**

**FLORIDA DEP PPSA No. 12-57
DOAH CASE No. 12-0422-EPP**

SECTION 1. OVERVIEW AND SUMMARY

1.1 Introduction

This Agency Report was prepared by Broward County (County) in response to Florida Power and Light Company's (FPL) Site Certification Application for its Port Everglades Energy Center (PEEC), filed with the Florida Department of Environmental Protection (DEP) on January 24, 2012, and FPL's Response to Incompleteness Determination (Response), filed with the DEP on April 4, 2012. This Agency Report contains the County's conclusions and recommendations to the DEP regarding Certification of the PEEC project as described in FPL's Site Certification Application and Response (collective referred to as Application herein).

1.2 Statutory Basis

FPL has applied for certification of its PEEC project under Sections 403.501-403.518, Florida Statutes (FS) (2011), entitled "Florida Electrical Power Plant Siting Act" (PPSA). The PPSA establishes a centralized application, certification, and licensing process for Florida's state, regional, and local governmental agencies to regulate electrical power plants, as defined in Subsection 403.503(14), FS. The PPSA preempts the regulation and certification of electrical power plants and electrical power plant sites pursuant to Subsection 403.510(2), FS, and the process is coordinated by the DEP, by and through its Siting Coordination Office. PPSA certification consolidates state law authority for permitting, licensing, regulatory approvals, land use, zoning, and property interests for the construction, operation, or modification of an electrical power plant, but excludes federally delegated or approved permit programs. The PPSA includes that "...the state shall ensure through available and reasonable methods that the location and operation of electrical power plants will produce minimal adverse effects on human health, the environment, the ecology of the land and its wildlife, and the ecology of state waters and their aquatic life and will not unduly conflict with the goals established by the applicable local comprehensive plans."

In accordance with the PPSA, the County is a "local government" within whose jurisdiction the PEEC project is proposed to occur and an "agency," as described in Sections 403.503 and 403.507, FS. The County has adopted local ordinances, regulations, standards, and criteria that apply to the proposed PEEC project, including local environmental regulations adopted pursuant to Section 403.182, FS, as well as the County's constitutional powers as a charter county and its statutory powers as a county governmental entity. Because the PEEC project is located within the County's Port

Everglades facility and seeks certification of certain corridors for associated facilities over and through County-owned land, the County's interests as a property owner are also affected by the PEEC project and certain recommended conditions of certification contained herein relate to the potential effect of the PEEC project on County land and the operations of Port Everglades. Since the certification process preempts the nonprocedural requirements of agencies and constitutes the sole license required and authorized under Florida law for the PEEC project, participation in this process is the County's only opportunity to review and propose conditions for the PEEC project prior to certification.

1.3 Matters within County Jurisdiction

Pursuant to the PPSA, Subsections 430.507(2)-(3), FS, the County is required to prepare this Agency Report addressing the consistency of the PEEC project with all applicable local ordinances, regulations, standards, or criteria that apply. This Agency Report addresses the PEEC project's compliance with the nonprocedural requirements within the County's jurisdiction, recommends approval of the project subject to the adoption of the County's proposed conditions of certification, and proposes specific conditions of certification based upon the County's review of the Application and Response.

The County is a political subdivision of Florida the boundaries of which are described in Section 7.06, FS. It is a local governmental entity with general jurisdiction and powers as authorized by Florida law including, but not limited to, Chapters 125 and 162, FS. The County is a home rule charter county pursuant to Article VIII, Section 1(g), of the Florida Constitution. Section 11.01 of the County Charter provides that County ordinances prevail in the event of conflicts when the County has set minimum standards protecting the environment concerning air or water pollution or the destruction of natural resources. Specific pollution control and environmental regulatory authority for Broward County was also established by Chapters 65-1338, 69-919, 71-569, 72-492, 74-444, 77-516, and 91-355, Laws of Florida. Pursuant to its powers, the County has adopted a Natural Resources Protection Code as Chapter 27 of the Broward County Code of Ordinances (BCC or Code). The Code establishes the County responsibility for the protection of natural resources and environmental quality, including surface water and groundwater. Chapter 27, Article V, of the Code, Water Resource Management establishes the responsibility of the County to implement county-wide water resources planning in support of regional and local water supply plans. Chapter 27, Article XI, of the Code, Aquatic and Wetland Resource Protection, establishes the County's authority to protect the Everglades and waters of the County because of their value to the maintenance of the quality of life, public drinking water supply, flood storage, groundwater recharge and discharge, recreation, propagation of fish and wildlife, and the public health, safety and welfare.

Additionally, the County has had a local pollution control program approved by DEP or its predecessor agency, the Department of Environmental Regulation, pursuant to Section 403.182, FS, since at least June 18, 1976. The County also has delegations of

authority from and specific operating agreements with the DEP to implement a number of state environmental protection laws within its boundaries, including environmental resource permitting, mangrove protection, pollution assessment and remediation, air pollution control, domestic waste, and solid waste.

The County has adopted relevant policies regarding protection and conservation of water supplies, as follows. Policy 4.6.3. - In order to protect and conserve the Biscayne Aquifer, and ensure the availability of future water supplies, the Broward County Environmental Protection and Growth Management Department shall investigate demand management and utilization of alternate potable water sources to supplement and broaden its future water supply sources. These potential sources could include the Floridan Aquifer, reclaimed wastewater, ASR, desalination, capture and storage of excess storm water currently lost to tide and other technologies and water management strategies consistent to the goals of the SFWMD's Lower East Coast Water supply Plan 2005-2006 update. Policy 13.3.9 - Broward County shall pursue the use of reclaimed water as an integral part of regional water development strategies for potential application in landscape irrigation, aquifer recharge, and environmental enhancement where technically, environmentally, and economically feasible.

Regional water supply planning and related considerations affect the County's review of the Application and its proposed conditions of certification. In 2007, the South Florida Water Management District adopted the Regional Water Availability Rule which restricts future withdrawals from the Biscayne Aquifer, currently the County's principal water source, to 2006 levels. This Rule requires that alternative water supplies be developed in order to meet new water demands. An additional constraint on water supplies is saltwater intrusion into the Biscayne Aquifer. Coastal wellfields are already vulnerable to contamination by saltwater and the landward progression of the saltwater front will further constrain coastal wellfields in the ensuing decades. Thus, there is a significant need within Broward County to expand the use of reclaimed water in order to protect and conserve the Biscayne Aquifer, a designated sole source Aquifer, and support compliance with the Regional Water Availability Rule.

In January, 2010, the Board of County Commissioners adopted the Broward County-wide Integrated Water Resources Plan as a regional planning document. This document identifies reclaimed water an important alternative water supply for the region.

In June 2008, the Broward Water Resources Task Force was created consisting of elected officials from the County, the Broward League of Cities, and a representative from the South Florida Water Management District Governing Board for the purpose of identifying and evaluating opportunities and impediments to providing regional water supply, water conservation, and water reclamation and to provide recommendations. In August 2010, the Task Force finalized a report identifying 40 recommended strategies for regional coordination in the advancement of water conservation and water supply development, eleven (11) of which are focused on reclaimed water planning and development. In September 2010, the Broward County Board of County Commissioners

approved the report as well as Resolution 2010-545, committing to the furtherance of the recommendations through regional collaboration. The Task Force Report and companion resolution were approved by the Broward League of Cities in April 2011.

In May 2012, the Broward Water Resources Task Force considered FPL's plans for retrofit of the Port Everglades Clean Energy Center and the opportunity to achieve conservation of potable water supplies by seeking to eliminate the use of potable water sources for non-potable applications, and requested that a policy position be advanced for agency adoption. In June, 2012, the Broward County Commission adopted Resolution 2012-361 providing general support for the site retrofit, but requesting that FPL to seek to eliminate the use of potable water for non-potable uses in the final site plan and that FPL coordinate with local agencies and governments in these efforts. The resolution also directs staff to work with FPL in its efforts to advance the integration of beneficial reuse as part of energy facility improvements. A similar resolution was adopted by the Broward League of Cities (Resolution 2012-B-40). FPL was a participant in this process and supported the language in the approved resolution.

Based upon these diverse authorities, policies, and resolutions, the County has a broad responsibility for pollution control, environmental regulation, and natural resource protection within its boundaries. In order to implement the PPSA as efficiently as possible, the County has reviewed other agencies' filings to the extent possible and is proposing only such conditions of certification that are essential to the application of its nonprocedural requirements and property ownership interests affected by the PEEC project that may supplement other proposed conditions of certification or express the special interests of the County.

SECTION 2. PEEC PROJECT PROPOSAL

2.1 Existing Facilities

The existing Port Everglades power plant consists of four oil and gas-fired generating units that have been operated since the early 1960s, situated within approximately 92.5 acres of land owned by FPL. The power plant site, located in the City of Hollywood in Broward County, is within the mid-port section of Port Everglades. The site is surrounded by port facilities and other industrial activities. Cooling water for the plant from the Intracoastal Waterway (ICW) is obtained via an intake pipe within Port Everglades Slip No. 3, north of the power plant, and is returned to the ICW via a discharge canal to the south and east of the power plant. Water supply for other plant uses, including irrigation, is provided by the City of Fort Lauderdale.

2.2 Proposed Project, Evaluation, and Recommendation

The proposed new plant, the Port Everglades Energy Center, will be constructed on approximately 67 acres of the existing power plant site. The facility will be a "3 on 1" combined cycle power plant firing natural gas as a primary fuel and ultra low-sulfur light oil as a backup fuel. The new plant will result in a small increase in power generation

over the existing plant (1,250 MW vs. 1,200 MW). According to the Application, the project will result in significant reductions in use of water and regulated air emissions. The proposed new plant will be interconnected with FPL's existing electrical transmission line network through the existing adjacent system substation. The new plant is scheduled to begin operation in June, 2016.

Decommissioning and dismantling of the existing generating units will be part of the project and will be required prior to the construction of the PEEC. Also included is the construction of associated linear facilities (pipelines) all of which are within Broward County's Port Everglades property. Dewatering will be necessary as part of construction and dismantlement of existing plant facilities. As part of the Application, FPL provided a preliminary dewatering plan and a hydrogeologic model. Dewatering would be conducted in three (3) phases over a nine (9) month period, with water retained on-site. The model indicated that draw-down would be limited to within the plant site and no adverse impacts are anticipated as a result. However, dewatering may be required for other activities and contamination may exist nearby. The County recommends a condition to this Certification requiring post-certification submittal of dewatering plan(s) for review for compliance with Chapter 27, Sections 27-353(i) and 27-355(e), Broward County Code of Ordinances (BCC or Code).

The proposed source of cooling water for condenser and auxiliary cooling for the new power generating facilities will continue to be the ICW, which will provide once-through cooling water. This will also be the source of intake screen wash water. The proposed source of process and service water for combustion turbine inlet air cooling, nitrogen oxide injection, steam cycle makeup, and fire protection, as well as potable water for employee use, and landscape irrigation will be the City of Fort Lauderdale.

FPL evaluated the use of Surficial aquifer wells for landscape irrigation as part of the Application. The salinity of the groundwater at this location is too high to be used for that purpose, other than from a narrow shallow zone. To obtain fresh water, in excess of 15 very shallow wells would be required to provide the volume needed. Use of wells was determined to be unfeasible.

In the Application, FPL indicates it would evaluate using reclaimed water for process and irrigation uses if the City of Hollywood or the City of Fort Lauderdale builds a pipeline to deliver reclaimed to the PEEC site and if the reclaimed water meets FPL's water quantity and quality requirements. However, FPL states that use of reclaimed water for cooling water is not economically feasible because it would require the construction of cooling towers and reduce the energy generated at the facility.

2.2.1 Port Everglades Department Evaluation

Background:

Florida Power & Light Company (FPL) is proposing a project to modernize their Port Everglades Plant Units 1 through 4 into a highly efficient, lower emission energy center

using the latest combined cycle technology and designated as the Port Everglades Next Generation Clean Energy Center Project (PEEC). The proposed project will be developed on lands within the Port Everglades Jurisdictional Area, most of which is owned by FPL and on which the existing FPL Port Everglades Plant is located. The project plan also specifies that in order to successfully develop the PEEC there is the need for FPL to maintain, modify existing rights or secure additional property rights on Broward County owned lands within Port Everglades in order to remove, add, modify or maintain certain facilities required for development of the PEEC. These facilities include cooling water intake and discharge canals, a pipeline from the port's dock in order to occasionally receive waterborne deliveries of ultra-low sulfur diesel fuel (ULSD) for back-up supply in the event of a natural gas disruption and an Aquatic Organism Return System (AORS) required under the FPL Port Everglades Plant Industrial Wastewater Facility Permit No. FL0001538 issued by the Florida Department of Environmental Protection (FDEP).

The Broward County Port Everglades Department (Port) has responsibility for administering the use of Broward County (County) owned land within the Port Jurisdictional Area under rules, regulations and guidelines established by the Broward County Board of County Commissioners (Board). Only the Board has the authority to commit the long term use of County owned land within Port Everglades by sale, lease, license, easement, permit, etc.

Summary:

The Broward County Port Everglades Department has reviewed the Application for the PEEC primarily as Port Administrator, responsible for current and future port operations, safety, security, planning and development within the Port Everglades Jurisdictional Area, and as a representative of the County as land owner that has been requested by FPL to make available certain County owned land in order to remove, add, modify or maintain facilities required for development of the PEEC.

The Port Everglades Department, after careful review of the Application and associated discussions with and representations made by FPL PEEC project staff, believes: 1) the PEEC project as proposed can be considered compatible with present Port Everglades operations and; 2) PEEC project facilities can be accommodated on Broward County land in the Port as proposed, if License Agreements between FPL and the Broward County Board of County Commissioners establishing terms which protect the rights of Broward County as land owner, and ensure the ability of the Port to continue to perform its public and commercial functions now and into the future, are put into place prior to installation of any new facilities.

2.2.2 Environmental Protection and Growth Management Department Evaluation

The County has reviewed the Application with respect to current County regulatory authority and property ownership interests. Additional information was requested during the completeness review process, including the planned and potential use of reclaimed water for non-potable purposes, and other natural resources issues. Staff reviewed the full response document, dated April 2012, and is of the opinion that most issues are adequately addressed as part of the completeness review. Based on the information contained in the Application and subject to FPL compliance with the County's recommended conditions of certification, below, and those of the other agencies with jurisdiction, the County recommends approval of the PEEC project.

SECTION 3. RECOMMENDED CONDITIONS OF CERTIFICATION

3.1 Legal/Administrative Conditions

1. GENERAL

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions, the nonprocedural requirements of Chapter 27 of the Code, and any agreements entered into between the Licensee and Broward County pursuant to this Certification. If regulatory or contractual rights, duties, or obligations are transferred under this Certification, notice of such transfer or assignment, including the identification of the entity responsible for compliance with the Certification, shall immediately be submitted to the Florida Department of Environmental Protection and the County by the previous certification holder (Licensee) and the Assignee. Any assignment or transfer shall carry with it the full responsibility for the limitations and conditions of this Certification. The previous Licensee shall be responsible for informing the Assignee of all authorized facilities and uses and the conditions under which they were authorized, as well as proper assumption of any contractual duties agreed to between the County and Licensee. The previous Licensee shall remain liable for corrective actions that may be required as a result of any violations prior to transfer or assignment of any regulatory or contractual rights, duties, or obligations under this Certification. Reference: Sections 27-58 and 27-61, BCC.

b. Minimum Standards

This Certification is based on the Licensee's Application and information submitted to the County which reasonably demonstrates that harm to natural resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance. Reference: Sections 27-56 and 27-58, BCC.

c. Compliance Requirements

The PEEC project must be constructed, operated and maintained in compliance with and meet all non-procedural requirements set forth in Chapter 27, BCC, including, but not limited to, Sections 27-53 through 27-62, BCC, regarding licenses and licensees.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that pollution or harm to natural resources does not occur during the construction, operation, and maintenance of the PEEC project, other than as authorized herein. Reference: Sections 27-53, 27-54, and 27-55, BCC.

e. Liability

The Licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment and/or use of any system authorized by this Certification, to the extent allowed under Florida law.

f. Access

County representatives shall be allowed reasonable access to the power plant site, the water withdrawal facilities, and any associated facilities to enter, inspect, and observe any activities associated with the construction, operation, maintenance, or modification of the PEEC project in order to determine compliance with the conditions of this Certification. The Licensee shall not refuse entry or access to any County representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials. Reference: Section 27-8, BCC.

g. Post Certification Information Submittals

Information submitted to the County subsequent to Certification, in compliance with the conditions of this Certification, shall be for the purpose of the County determining the Licensee's compliance with the Certification conditions and the non-procedural criteria contained in Chapter 27 or any agreements entered into between Licensee and Broward County pursuant to this Certification, as applicable, prior to the commencement of the subject construction, operation and/or maintenance activity covered thereunder. Reference: Rule 62-17.191, F.A.C.

h. Enforcement

The County may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules DEP and the County, as incorporated into this Certification. Reference: Section 403.514, F.S. and Chapter 27, BCC.

i. Dispute Resolution

Since this Certification is the only form of permit or license required from any agency, it is understood that the Licensee and the County shall strive to resolve disputes by mutual agreement.

j. Objections

Objections to modifications of the terms and conditions of this Certification shall be resolved through the process established in Section 403.516, F.S.

3.2 Port Everglades Department Conditions

A. Removal of the No.6 Heavy Fuel Oil System from Broward County Land.

Sections of the existing No.6 Heavy Fuel Oil piping and associated facilities are located on Broward County land within Port Everglades subject to the terms and conditions of a License Agreement between Broward County and Florida Power & Light Company for Bulk Petroleum Pipelines effective June 24, 2008. The License Agreement, while referenced in the Application Section 3.2.4.1 2), is not included in the Application Appendix. We believe the 2008 License Agreement is an important document relative to Application as it defines the detailed parameters under which FPL has historically agreed to install, maintain, operate, repair, remove or replace FPL owned pipelines on Broward County land within the Port Everglades Jurisdictional Area and have attached a copy as Exhibit 1. The License Agreement also applies to those sections of the FPL owned jet fuel piping system on County property which for decades has been leased to and operated by others in the private sector and used to receive jet fuel from ocean going vessels that is primarily destined for delivery to Miami International Airport and Fort Lauderdale-Hollywood International Airport. The Port Everglades Department understands that it is FPL's intent to continue to lease out both the jet fuel receiving pipeline and associated FPL primary storage tanks, No. 901 and No. 902, to a third party for ongoing use in the jet fuel aviation trade. The terms and conditions of the 2008 License Agreement between FPL and the County are consistent with the many other license agreements entered into by Broward County with other parties consisting of a fair representation of major U. S. and international oil companies some of whom compete with FPL's tenant in the aviation trade. The License Agreement between FPL and the County which expires in June 2018 grants FPL the "non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipelines". Since the FPL jet fuel system having sections located on County land is expected to continue to operate and require the License from the Port to be in effect, the Port Everglades Department would expect the No. 6 Heavy Fuel Oil piping and associated facilities located on County land be removed by FPL in accordance with the License Agreement in place.

The Port Everglades Department recommends a condition to the PEEC Certification require the existing No.6 Heavy Fuel Oil Pipeline and associated facilities be de-commissioned and removed in accordance with the terms and conditions of the License Agreement effective June 24, 2008 between FPL and Broward County.

B. Installation of the Ultra Low Sulfur Diesel (ULSD) Pipeline on Broward County Land.

FPL proposes to install a new ULSD pipeline, sections of which will be located on County owned land, in order to provide waterborne receiving capability of back-up fuel supply for the PEEC. Broward County has provided right of ways under license agreements for numerous pipeline facilities of the same physical and operational type allowing the installation, maintenance, operation, repair and replacement of pipelines on County land for the movement of transportation fuels from the docks at Port Everglades to privately owned storage facilities located within the Port Everglades Jurisdictional Area. The storage facilities as well as the pipelines connecting them to the Port Everglades docks are considered critical regional infrastructure and as such must operate dependably and efficiently. Many have done so for periods exceeding 50 years under well established, consistent and accepted terms and conditions of Pipeline License Agreements with Broward County and its predecessors administering Port Everglades. Moreover, the section of the interstate natural gas pipeline located on Broward County land within the Port Everglades Jurisdictional Area that will deliver the primary fuel supply to the PEEC site is installed, maintained, operated, repaired, replaced and removed under terms and conditions of a March 23, 2010 Pipeline License Agreement and Amendments between Broward County and Florida Gas Transmission, LLC that is generally consistent with licenses in place with the oil industry and FPL for the conveyance of petroleum products. The FPL proposed ULSD pipeline differs only by the fact that it is not intended for regular high volume use. It is expected to be used on relatively rare occasions as dictated by the need to maintain back-up fuel of suitable quality for the PEEC. Accordingly the County believes that the sections of the proposed ULSD dockline located on County land must be subject to the terms and conditions of a License Agreement for Bulk Petroleum Pipelines generally consistent with other licenses already in place but providing the following modifications to accommodate the specific nature of the PEEC:

Term: Subject to a restriction that the pipeline only be used to directly support the PEEC or other FPL owned generating plants, the term of the License would be 30 years, representing the expected economic life of the PEEC project.

Design: New ULSD piping installed below ground on County land would be of double wall construction with leak detection regardless of whether or not state regulations require the upgrade.

Economic Sustainability: The Pipeline License Agreement would include mutually agreeable terms to help insure the ability of the Port to maintain the marine infrastructure necessary to accommodate occasional delivery of ULSD to PEEC

over the term of the Agreement, recognizing Port revenues from throughput volumes of the back-up fuel will be minimal.

Final Pipeline Route (Right-of-Way) Determination: In addition to the pipeline route meeting the needs of the PEEC, the terms of the Pipeline License would require approval of the route by the Port Everglades Department after considering compatibility with current and expected future marine and landside cargo operations, future Port redevelopment plans, and existing infrastructure. FPL would be required to submit their plans to the Port for approval including an engineering study showing the proposed route and depicting the facilities in both plan and profile views, locations of all existing surface and underground infrastructure crossing or in close proximity to the proposed route with underground infrastructure confirmed by physical locates as necessary. The proposed installation methodology must also be included.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to submit a copy of an executed Petroleum Pipeline License Agreement with Broward County for the installation, operation and maintenance of the ULSD pipeline to the FDEP Siting Coordination Office prior to initiating construction of the pipeline on County land.

C. Installation of the Aquatic Organism Return System on Broward County Land.

FPL proposes to install an Aquatic Organism Return System (AORS), sections of which will be located on County owned land and which will require placement of the discharge line through an existing seawall in a yet to be determined active ship berthing area. To the Port's knowledge FPL has not yet performed any detailed engineering on the AORS and its ultimate recommended placement within Port Everglades Jurisdictional Area. Representations by FPL to date as to design requirements and placement have been imprecise and discussions between FPL and Port staff hypothetical. An indication of the high and apparently increasing level of uncertainty surrounding design and placement of the AORS is the shift made by FPL in defining the corridor for possible placement of linear facilities. Figure VI-B.3.1 included as part of the April 4, 2012 FPL Response to the initial FDEP Determination of Incompleteness, and attached as Exhibit 2, depicts a newly defined corridor that is more than three times the area in the original Site Certification Application represented in Figure 3.2.4-3 attached as Exhibit 3. The substantial change was the result of informal observations made by Port staff on the difficulties inherent in the "The preferred northern route for the aquatic organism return system (that) terminates in Slip No. 1." We use the example to illustrate the point that the details of the design and actual placement of the AORS are highly uncertain, even at present. This uncertainty, when coupled with the fact that expanded corridor chosen by FPL now includes not only core areas of the Port committed to petroleum operations found in the original APPLICATION, but areas of the Port involving cement facilities, areas with container operations, and Cruise Terminal 18, the largest cruise passenger terminal in the world, and its associated berth, raises significant concern. The

Port Everglades Department while supporting the PEEC project, including installation of the AORS in a location and of a design compatible with Port operations, is concerned about any further development of the AORS concept and placement in an area of the Port having regional importance without the benefit of a detailed License Agreement between Broward County and FPL. While FPL's April 4, 2012 response to the earlier FDEP Determination of Incompleteness appears to attempt to address Port concerns it falls well short of recognizing the myriad of Port issues that are typically addressed in a formal license agreement with the County covering use of land within the Port. In an attempt to add specificity to the process and be consistent with FPL's stated interest that the Conditions of Certification "may place terms and conditions on the use of Port lands for FPL's PEEC linear facilities similar to those provided by the current license agreements between FPL and the Port Everglades Department of Broward County" we list below additional or modified terms to be included in an AORS License Agreement:

Term: The term of the License would be 30 years, representing the expected economic life of the PEEC project.

Design: The AORS will be installed and maintained below ground and designed so as to withstand any superimposed load that may be placed on it through the activities of the Port Everglades Department and persons, firms, or corporations engaging in activities at Port Everglades over and across or adjacent to the AORS. The AORS outfall will be located, designed, installed and maintained so as to withstand the impact of periodic powerful, potentially violent prop wash conditions at the dock face from ship, barge or tug movements, including those equipped with azipod drives, bow thrusters, etc., generated through the activities of the Port Everglades Department and persons, vessels, firms, or corporations engaging in activities at Port Everglades.

Economic Sustainability: The AORS License Agreement would include mutually agreeable terms to help insure the ability of the Port to accommodate the AORS during the life of the PEEC.

Port Operations: Consideration for the proper functioning of the AORS shall not in any event be the basis for modification of normal Port operations. Broward County shall not be responsible in any manner for damage to the AORS from Port operations or consequential impacts on PEEC operations.

Final AORS Route (Right-of-Way) Determination : In addition to the AORS route meeting the needs of the PEEC, the terms of the AORS License would require approval of the route by the Port Everglades Department after considering compatibility with current and expected future marine and landside cargo operations, future Port redevelopment plans, and existing infrastructure. FPL would be required to submit their plans to the Port for approval including an engineering study showing the proposed route and depicting the facilities in both plan and profile views, locations of all existing surface and underground infrastructure crossing or in close proximity to the proposed route with underground infrastructure confirmed by physical locates as necessary. The proposed installation methodology must also be included.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to submit a copy of an executed License Agreement with Broward County for the installation, operation and maintenance of the PEEC Aquatic Organism Return System to the FDEP Siting Coordination Office prior to initiating construction of the AORS on County land.

D. Maintenance of existing cooling water intake ducts and discharge canal.

The existing FPL subgrade cooling water intake ducts and open cooling water discharge canal were originally constructed by FPL under the terms of a 1957 Easement between FPL and the Broward County Port Authority which was the predecessor of Broward County operating Port Everglades. The Easement, among other things granted FPL “an easement for the purpose of the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority a Water Discharge Canal” and, separately, “Water Intake Ducts”. FPL is proposing to continue to use the cooling water intake ducts and open cooling water discharge canal as part of the PEEC. While the Port Everglades Department is aware of recent maintenance having been performed on the intake ducts we have no record of maintenance or a maintenance survey being performed by FPL on the discharge canal and there are obvious areas of decay including erosion and invasive exotic vegetation. Discussions with FPL staff associated with the PEEC indicate FPL is willing to timely address this maintenance issue in order to assure proper upkeep of this integral part of the PEEC.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to perform an inspection of and develop a maintenance plan (consistent with the September 30, 1957 Intake and Discharge Easement) for the intake and discharge canals and ducts off FPL’s property. FPL will submit the results of the inspection and a proposed maintenance plan to the Port Everglades Department for review prior to operation of the PEEC.

Exhibits 1, 2, and 3, referenced above, are attached to this Agency Report.

3.3 Environmental Protection and Growth Management Department Conditions

A. Alternative Water Supplies

FPL shall coordinate with local agencies and governments to seek to eliminate the use of potable water for non-potable uses such as irrigation and process demands at the PEEC. The final site design will not preclude the potential use of reclaimed water for these purposes.

- B. Discharges to surface water from the Port Everglades Energy Center shall comply with the applicable Broward County Water Quality Standards. Reference: Sections 27-193 through 27-197, BCC.
- a. Compliance with the applicable Broward County Water Quality Standards shall be demonstrated through submittal of the once-through non-contact cooling water outfall D-001 Discharge Monitoring Report form required under FDEP-issued NPDES Permit No. FL0001538.
 - i. Licensee shall submit the monthly outfall D-001 Discharge Monitoring Report to the Broward County Planning and Environmental Regulation Division on a semi-annual basis.
 - ii. Water quality monitoring will be performed in accordance with the applicable FDEP sampling protocols.
 - iii. A National Environmental Laboratory Accreditation Program certified laboratory shall analyze the water quality samples reported on the Discharge Monitoring Report.
- C. Any dewatering performed within areas relative to the Application and PEEC project requires a post-certification submittal by the Licensee of a certified dewatering plan, as these areas are either contaminated or are located within one-quarter mile of contamination, in accordance with the Pollution Prevention and Remediation Division's Dewatering Standard Operating Procedure. DEP shall coordinate review of any dewatering plan submitted with the County to ensure that it is sufficient to protect the natural resources of the County. Reference: Subsections 27-353(i) and 27-355(e), BCC.

LICENSE AGREEMENT
Between
BROWARD COUNTY
and
FLORIDA POWER & LIGHT COMPANY
for
Bulk Petroleum Product Pipelines
at
PORT EVERGLADES
IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, authorized to transact business in the state of Florida, its successors and assigns, hereinafter referred to as "LICENSEE."

WHEREAS, the COUNTY owns and operates Port Everglades (the "Port"), a deep-water port, located in Broward County, Florida, having facilities for the receipt and handling of Product(s), including lands suitable for the installation, use and maintenance of Pipeline(s).

WHEREAS, the COUNTY has incurred and hereafter will continue to incur substantial costs for construction, maintenance, replacement and repair of facilities essential to accommodate Product(s) receipt, handling and storage at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deep water petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate petroleum terminal users at the Port.

Based upon the foregoing, COUNTY has determined that the covenants of this License Agreement are essential in order to justify the expenditures associated with its role in operating the Port.

WHEREAS, the LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port. The parties acknowledge that LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port; including associated cathodic protection equipment on adjacent COUNTY lands, as defined herein. Collectively referred to hereinafter as "Pipeline(s)."

WHEREAS, this License Agreement ("Agreement") establishes the terms and conditions relating to the LICENSEE installing and maintaining Pipeline(s) and necessary appurtenances for the transportation of Product(s) within the Port; NOW, THEREFORE,

IN CONSIDERATION of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and LICENSEE, intending to be legally bound hereby agree as follows:

ARTICLE 1

RECITALS

1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

1.2 For purposes of this License Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this License Agreement as set forth herein. In the administration of this License Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

COUNTY – Broward County, a political subdivision of the State of Florida, through its governing body, the Broward County Board of County Commissioners.

County Administrator – The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

Indemnified Matters – Any and all suits, claims, causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, losses, liabilities, obligations, penalties and expenditures of any kind including, attorney fees, court costs, and expenses.

License Agreement – This document, the Whereas clauses, recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

LICENSEE – FLORIDA POWER & LIGHT COMPANY.

Pipeline(s) – On-site integral piping owned by LICENSEE conveying Product(s), including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within or adjacent to the Premises described in Exhibit "A."

Port Director – The duly appointed Director of the Port Everglades Department of Broward County.

Premises – The land described in Exhibit "A."

Product(s) – Petroleum products, alternate fuels, and fuel blending components.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port and more particularly described on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any Indemnified Matters as more fully described in Article 12. INDEMNIFICATION of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction

over the Pipeline(s) or at the request of LICENSEE, all expenses of deactivation, and/or relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands, or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title nor interest in and to the Premises, described in Exhibit "A," other than the privilege of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE to install, maintain, operate, repair, replace and remove its Pipeline(s).

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by all parties and shall continue for a period of ten (10) years unless sooner terminated as provided herein.

ARTICLE 6

BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE.

6.1 The existing Pipeline(s) shall be maintained in a good state of repair and at their original design depths. Any new or replacement Pipeline(s) shall be laid underground so that there will be not less than thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land and thereafter maintained in a good state of repair. Such installation shall be in accordance with all laws, ordinances and regulations now or hereafter imposed by all governmental bodies, agencies or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY and the operator of the railroad facilities at the Port.

6.2 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any

pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation by LICENSEE or its operation, maintenance, or removal of the Pipeline(s), LICENSEE shall at its own expense replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

6.3 This license is subject to the understanding of the parties that the Pipeline(s) will be installed and maintained below ground. COUNTY expressly reserves the right to continue to use or to allow third parties to use the surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon; provided, that such continued use will not unreasonably interfere with the rights and uses granted LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof.

6.4 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of the Pipeline(s), LICENSEE and COUNTY shall work together to minimize the cost of removal and replacement of any cargo or other materials stored thereon. The cost of such removal and replacement of said cargo or other materials shall be borne by LICENSEE.

6.5 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall not only survive the original installation of the Pipeline(s) or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.6 Except as otherwise provided herein, all brush, trimmings and other growth cut by LICENSEE and all earth and other material removed by LICENSEE shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

6.7 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop or re-develop utilities, cables, roads, parking areas, pavements, piers, docks, deep water slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install and/or develop such improvements shall be given by COUNTY to LICENSEE one (1) year before same shall be made. Any

required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the re-development of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning or removing of its Pipeline(s). COUNTY agrees that such rules, regulations and policies shall operate in a uniform way with respect to all persons and entities engaged at the Port in the same or a similar class of business and handling the same commodities or materials, as that agreed to be conducted or handled by LICENSEE herein. Such rules, regulations and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations and policies upon request of LICENSEE.

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing and inspection records. All maintenance tests shall be performed in accordance with the latest provisions of Chapter 62-762, F.A.C., and other applicable state and federal regulations.

7.3 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required, upon reasonable notice to LICENSEE.

7.4 LICENSEE shall comply with all applicable federal, state and local statutes and administrative rules and shall follow industry standards as criteria to operate, maintain, and repair the Pipeline(s) to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing the COUNTY with quarterly written reports detailing

cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization which the COUNTY monitors regularly and which provides the COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies, the COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines and policies as may be imposed by the COUNTY with reference to placement of cathodic protection systems on COUNTY owned land within the Port.

7.8 LICENSEE shall provide the COUNTY with immediate notification of all failures or incidents involving suspected failures of Pipeline(s) followed by a copy of Incident Notification Form and/or Discharge Report Form concurrent with the State required filing. LICENSEE shall provide the COUNTY with copies of all follow-up correspondence with State and COUNTY environmental officials regarding reported failures or incidents and any resulting discharge.

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, it shall also contract with an independent inspection and testing company to provide an in depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to the COUNTY and LICENSEE.

7.10 At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a re-occurrence.

7.11 Information regarding bulk product piping incidents or failures will be analyzed internally by the COUNTY, and if necessary, referred to a consultant for further consideration at LICENSEE's expense. Any such consultant shall be approved by LICENSEE and COUNTY before being engaged, and the approval of the consultant by LICENSEE and COUNTY shall not be unreasonably withheld.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES:
Attention: Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to the LICENSEE shall be addressed to:

FLORIDA POWER & LIGHT COMPANY
Attn: Tim Corson
Right of Way Representative
PO Box 8248
Fort Lauderdale, FL 33340

With copies mailed to:

FLORIDA POWER & LIGHT COMPANY
Attn: General Counsel
PO Box 14000
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Fuel Oil Manager
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Contract Administration
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

ARTICLE 9

NON-EXCLUSIVE

The privilege provided to LICENSEE in this Agreement shall not be construed as precluding COUNTY from granting like or similar privileges to others, including the right of COUNTY, its grantees or assignees in implementing the use of any such additional licenses, to cross over or under the Pipeline(s) installed by LICENSEE hereunder provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 10

TIME OF ESSENCE - PARTIES' RIGHTS CUMULATIVE

Time of performance by the parties of each and every provision, covenant and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the State of Florida. Failure on the part of a party to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

ARTICLE 11

TERMS BINDING ON SUCCESSORS AND ASSIGNS

The provisions and terms hereof shall extend to and be binding upon the parties hereto their successors and assigns.

ARTICLE 12

INDEMNIFICATION

12.1 LICENSEE covenants and agrees at its sole cost and expense, to indemnify, defend and hold COUNTY, its officers, agents, servants and employees harmless from and against Indemnified Matters, which may at any time be imposed upon, incurred by or asserted or awarded against COUNTY and arising from or out of the past, present, or future installation, operation, maintenance, replacement, repair, abandonment or removal of the Pipeline(s) or other use of the Premises (whether legal or illegal) by LICENSEE, its predecessors, successors, assigns, servants, agents, or employees, except to the extent such Indemnified Matters arise directly from the negligence of COUNTY or willful misconduct of COUNTY, its predecessor, servants, agents, or employees.

12.2 Promptly after the receipt by COUNTY of written notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the Indemnified Matters, COUNTY shall notify LICENSEE thereof in writing; but the failure by COUNTY promptly to give such notice shall not relieve LICENSEE of any liability which it may have to COUNTY hereunder.

12.3 It is expressly understood and agreed that failure by COUNTY to object to any actions taken by LICENSEE or LICENSEE's failure to take any action shall not be construed to be an approval by COUNTY of such actions or failure to act.

12.4 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations which LICENSEE has under this Agreement and shall survive the term of this Agreement.

12.5 COUNTY agrees to cooperate with LICENSEE with respect to the Indemnified Matters.

ARTICLE 13

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

13.1 It is expressly understood and agreed that LICENSEE shall have and COUNTY grants to LICENSEE, the rights of ingress and egress upon, the Premises (as well as the COUNTY's adjacent property, as reasonably required) at all times, for the purpose of operating, installing, repairing, replacing, maintaining and removing the Pipeline(s).

13.2 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving installing, repairing, replacing or removing of any Pipeline(s) on the Premises without and until the written approval of COUNTY for such planned work has been given. Such written approval by COUNTY shall not be unreasonably withheld.

13.3 LICENSEE shall obtain all required governmental approvals for such work and shall comply with such other rules and regulations as may be reasonably prescribed by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's sublessees, employees, invitees and guests observe these requirements. All reasonable costs associated with the construction and repair of any Pipeline(s), security fence, barrier, access control and monitoring system, including, but not limited to gates, signs or locks (keying and re-keying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Pipeline(s) exist on the Premises.

ARTICLE 14

WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF

14.1 LICENSEE shall pay or cause to be paid wharfage on the Product(s) off-loaded by it from vessels or loaded by it on vessels at the Port and transported through the Pipeline(s) as well as additional charges for LICENSEE's use of other available services, facilities or equipment at the Port as provided for in Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

14.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the

Port by water and upon which wharfage charges have already been paid to COUNTY.

14.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged) as amended or revised at the time the gauge is taken. Representatives of the COUNTY may be present when said measurements are taken. LICENSEE agrees to furnish, each time Product(s) is discharged at the Port, a sworn statement which will disclose the volume in barrels and type of Product(s) received or loaded by LICENSEE. LICENSEE agrees to furnish COUNTY with a copy of the Ship's Manifest and related inspector's report for each cargo unloaded or loaded over the wharf of the Port and such other records and data as might reasonably be requested by COUNTY. LICENSEE also hereby gives COUNTY the right, upon not less than three (3) business days' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. The wharfage charges to be paid by LICENSEE to COUNTY shall be promptly paid and be subject to the account receivable policy of the COUNTY, uniformly imposed.

14.4 In making use of the Premises, Port facilities, equipment or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

ARTICLE 15

COVENANTS OF PARTIES

15.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain and make available for use by LICENSEE, deep-water port facilities that will provide efficient, safe and useable means for the importation of Product(s) by water. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a violation or breach by COUNTY of its obligations hereunder.

15.2 Facilities having specifications substantially the same as those which exist at the time of the execution of this Agreement are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this Section.

15.3 Notwithstanding any language contained herein to the contrary, LICENSEE shall have no liability or obligation to indemnify COUNTY for any pre-existing environmental impairments, liabilities, or conditions or any other environmental impairments, liabilities or conditions not caused by LICENSEE, its predecessors, employees, agents, invitees or contractors.

15.4 In consideration of the foregoing, LICENSEE covenants and agrees with COUNTY that during the term of this Agreement or any extension thereof:

15.4.1 LICENSEE, its parent, and affiliated or related companies will not import Product(s) into the Port Everglades Jurisdictional Area by any means other than by water, rail or truck.

15.4.2 In the event LICENSEE brings into the Port, Product(s) by means other than by water, rail or truck this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 21. TERMINATION/NON-USE, herein.

ARTICLE 16

INSURANCE REQUIREMENTS

16.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers Compensation, Business Automobile Liability and Environmental Impairment Liability in the amounts as follows:

16.1.1 Commercial General Liability in the amount of \$25,000,000.00 combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name Broward County Board of Commissioners as an additional insured.

16.1.2 Environmental Impairment Liability in the minimum amount of \$10,000,000.00 per occurrence.

16.1.3 Business Auto Liability in the minimum amount of \$50,000.00 per person, and \$100,000.00 per incident as to Bodily Injury and \$20,000.00 per incident as to Property Damage, with no deductible. Such policy shall insure owned, non-owned and hired vehicles.

16.1.4 Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

16.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance which provide COUNTY with thirty (30) days' prior written notice of cancellation and/or non-renewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein.

16.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty

(60) days prior to the Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) days of request.

ARTICLE 17

COMPLIANCE WITH LAWS

17.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all federal, state and local laws, ordinances, rules and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

17.2 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state or local law requiring a demonstration of financial responsibility for petroleum terminal facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. LICENSEE shall provide to COUNTY written evidence of its compliance with such financial responsibility requirements or evidence that it is not subject to such requirements.

17.3 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable laws, rules and regulations and keep active, any permits and/or licenses as required to meet its obligations hereunder.

ARTICLE 18

LICENSE, PERMITS, TAXES

18.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by LICENSEE at Terminal(s) in the Port.

18.2 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 19

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 20

DEFAULT – REMEDIES

20.1 In the event that one of the parties should default in the performance of its obligations hereunder and such default shall continue to exist or a cure has not been initiated for thirty (30) days after written notice of such default is given (as provided for in Article 8. NOTICE herein), the nondefaulting party, at its option, may terminate this Agreement.

20.2 In the event that one of the parties should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the nondefaulting party, the nondefaulting party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 21

TERMINATION/NON-USE

21.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 20. DEFAULT - REMEDIES herein, this Agreement may be terminated by COUNTY upon non-use of the Pipeline(s) by LICENSEE for a continuous period of three (3) years.

21.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense and at the sole option of COUNTY shall either:

21.2.1 Remove the Pipeline(s) that are the subject of this Agreement; or

21.2.2 Deactivate and/or abandon Pipeline(s) or segments thereof, in accordance with specifications approved in writing by COUNTY and in accordance with all applicable federal, state or local statutes or regulations.

21.3 Such removal, abandonment or deactivation shall commence within sixty (60) days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal, abandonment or deactivation, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the Pipeline(s) have not caused contamination of the environment in contravention of any applicable federal, state and/or local statutes or regulations. If the environmental assessment indicates that the LICENSEE's use and operation of the Pipeline(s) has caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 22

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE 23

MISCELLANEOUS

23.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules or regulations which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including without limitation, any pledge, transfer, hypothecation or assignment made at any time by COUNTY to secure any such bonds.

23.2 Within eighteen (18) months after the commencement date of this Agreement, LICENSEE shall, at its expense, provide the COUNTY with a complete set of "as built" plans and locations (using the Florida State Plane Coordinate Grid System and signed/sealed by a State of Florida registered land surveyor) of Pipeline(s), both active and inactive, at the Premises including one set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to the COUNTY. Plans will be updated to reflect completion of any additional installation and any alteration of said Pipeline(s). All improvements on the Premises shall be, and remain, free and clear of all liens, claims and encumbrances whatsoever. During any installation, maintenance and repair of the Pipeline(s), LICENSEE shall furnish COUNTY with two sets of "as built" plans.

23.3 It is agreed by and between the parties hereto that this Agreement replaces and supersedes all prior agreements, easements and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and the COUNTY.

23.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the City of Fort Lauderdale, the City of Dania, and Broward COUNTY (collectively, "Development Orders"). COUNTY has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR

Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

23.4.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document which is in conflict with the rights granted LICENSEE herein.

23.5 LIMITATION ON EXPANSION OF LIABILITY OR INDEMNITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability or indemnity obligation of the other party as applicable under the terms and conditions of this Agreement.

23.6 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both parties with the same formality as this Agreement.

23.7 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

23.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23.9 THIRD PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties hereto agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

23.10 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

23.11 CAPTIONS AND HEADINGS. The Section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

23.12 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

23.13 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward COUNTY, Florida the venue situs, and shall be governed by the laws of the State of Florida.

23.14 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. The LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. The LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

23.15 The LICENSEE'S decisions regarding the operations outlined in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

23.16 The LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16- 1/2) in performing any services pursuant to this Agreement.

23.17 AUDIT RIGHT AND RETENTION OF RECORDS.

23.17.1 COUNTY shall have the right to audit the books, records, and accounts of LICENSEE that are related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.

23.17.2 LICENSEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to LICENSEE's records, LICENSEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by LICENSEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

23.18 SECURITY.

23.18.1 To the extent applicable to the Premises, and while on the Premises and other land subject to Section 311.12, F.S., within the Port, LICENSEE, at its sole cost, shall comply with Section 311.12, F.S., Seaport Security Standards, and Section 311.125, F.S., Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for ports, and shall obtain all necessary security clearances, including criminal background checks for the LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to the COUNTY's security plan for the Port.

23.18.2 In addition, LICENSEE and COUNTY acknowledge that security measures at Port Everglades may be increased and that such

efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including but not limited to the United States Custom Service, the United States Coast Guard, the State of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and/or its employees, representatives, contractors, guests and invitees.

23.19 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its _____, authorized to execute same by Board action on the 24th day of June, 2008, and FLORIDA POWER & LIGHT COMPANY, signing by and through its Pro. MGR., duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

RHB Brown
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

Chris Wexler
Mayor

Reviewed and Approved by
Risk Management

[Signature]
Risk Management Division

Approved as to form by
JERRY J. NEWTON, County Attorney
Office of County Attorney
Broward County, Florida
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: [Signature]
Angela J. Wallace (6/12/08)
Assistant County Attorney

LICENSEE

WITNESSES:

FLORIDA POWER & LIGHT COMPANY

By: Joseph O'Hagan
Joseph O'Hagan
(PRINT NAME)

By: [Signature]
T. Corson
Corp. Real Estate
Project Manager

By: Jeff Long
(PRINT NAME)

11th day of June, 2008

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(A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 1

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF THE MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 23.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 87.37 FEET; THENCE SOUTH 42°55'47" WEST A DISTANCE OF 50.95 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 92.85 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°02'57" WEST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 64.60 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "B"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 452.15 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "C"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 475.36 FEET TO A POINT; THENCE SOUTH 01°12'54" EAST A DISTANCE OF 241.03 FEET TO A POINT; THENCE SOUTH 01°10'16" EAST A DISTANCE OF 242.52 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "D"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 158.17 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13" BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF TERMINATION AT A VALVE PIT AT BERTH 12.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "C" THENCE SOUTH 02°05'46" EAST A DISTANCE OF 87.50 FEET TO A POINT LYING 3.50 FEET SOUTH OF THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91; THENCE NORTH 88°00'32" EAST 3.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LEASE A DISTANCE OF 83.84 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "D" THENCE NORTH 87°54'14" EAST A DISTANCE OF 105.73 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 13.00 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 321.80 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "F"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 46.70 FEET; THENCE SOUTH 47°06'21" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 405.00 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 33.20 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 15, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "G".

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT TO A VALVE PIT AT BERTH 14)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "F"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 14.

TOGETHER WITH: (A 16.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 8.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 309.25 FEET TO A POINT OF TERMINATION OF SAID 16.00 FOOT EASEMENT, SAID POINT ALSO BEING REFERENCE POINT "E".

TOGETHER WITH: (A 30.00 FOOT WIDE PIPELINE AND VALVE PIT EASEMENT)

A STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "E"; THENCE SOUTH 87°10'13" WEST A DISTANCE OF 8.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 49.70 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 11)

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 14.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 9.5 FEET; THENCE SOUTH 02°01'40" EAST A DISTANCE OF 13.0 FEET; THENCE NORTH 87°58'20" EAST A DISTANCE OF 9.5 FEET; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 13.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PITS NORTH OF BERTH 12)

BEGINNING AT SAID REFERENCE POINT "B"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 37.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 37.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT WEST OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 1°10'16" WEST A DISTANCE OF 156.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET; THENCE NORTH 01°10'16" WEST A DISTANCE OF 8.0 FEET; THENCE SOUTH 88°49'44" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 01°10'16" EAST A DISTANCE 8.0 FEET; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT SOUTH OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 98.2 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 3.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 12.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 9.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 14)

COMMENCING AT SAID REFERENCE POINT "F" THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "G"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 2

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 653.96 FEET TO THE INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH WALL OF SLIP 3 AS PRESENTLY CONSTRUCTED; THENCE SOUTH 87°58'20" WEST ALONG THE SAID EASTERLY PROJECTION OF AND THEN ALONG THE NORTH WALL OF SLIP 3 A DISTANCE OF 406.14 FEET; THENCE NORTH 02° 03'14" WEST A DISTANCE OF 21.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 3.50

FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 88.04 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "H"; THENCE SOUTH 88° 25'28" WEST A DISTANCE OF 423.03 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 24.78 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 163.23 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "J"; THENCE CONTINUE SOUTH 87° 25'28" WEST A DISTANCE OF 147.72 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 70.47 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 134.00 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 43.24 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 2.71 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 5.42 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 2.42 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 113.90 FEET; THENCE SOUTH 42° 25' 28" WEST A DISTANCE OF 47.25 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 130.50 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 1.86 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 6.37 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "K"; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 140.00 FEET MORE OR LESS TO THE POINT OF TERMINATION AT THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13".

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "K"; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 99.26 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 2.16 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 12.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 352.29 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 24.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 415.83 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 35.51 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "L" BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "H"; THENCE NORTH 02° 34'32" W A DISTANCE OF 26.75 FEET TO A POINT ON THE SOUTH LINE OF AN EASEMENT FOR AN ISOLATION PIT, SAID POINT BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "J"; THENCE SOUTH 0° 00' 00" EAST A DISTANCE OF 72.14 FEET TO THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY, AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91, BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "H"; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 88.04 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 4.0 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 14.0 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 11.5 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 14.0 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "L"; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 2.60 FEET; THENCE NORTH 02° 05'19" WEST A DISTANCE OF 11.0; THENCE NORTH 87° 54'41" EAST A DISTANCE OF 17.0 FEET; THENCE SOUTH 02° 05'19" EAST A DISTANCE OF 11.0 FEET; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 14.4 FEET TO THE POINT OF BEGINNING.

EXTENDING AND SHORTENING SIDELINES OF STRIP DESCRIPTIONS SO AS TO INTERSECT THE SIDELINES.

THESE LEGAL DESCRIPTIONS ARE INTENDED TO COVER ALL UNDERGROUND PETROLEUM FACILITIES CURRENTLY OWNED BY FLORIDA POWER AND LIGHT COMPANY.

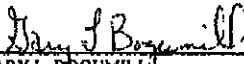
SAID LANDS SITUATE AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY FLORIDA.

NOTE: THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF SOUTH 02° 01' 40" EAST ON THE EAST LINE OF PARCEL "A" AS SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PORT EVERGLADES DEPARTMENT OF BROWARD COUNTY


NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER
GARY L. BOGUMILL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5376
STATE OF FLORIDA

FPL OIL EASEMENT NO.1

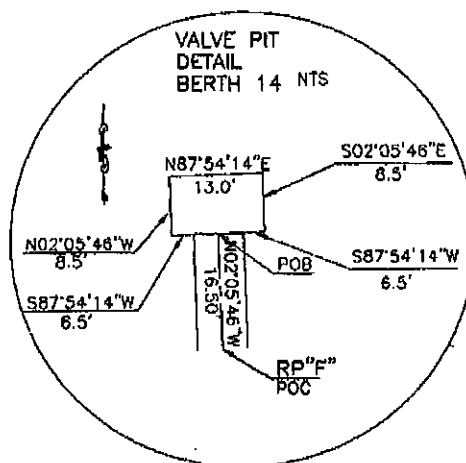
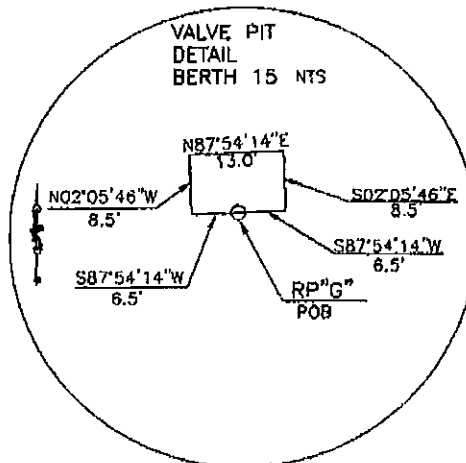
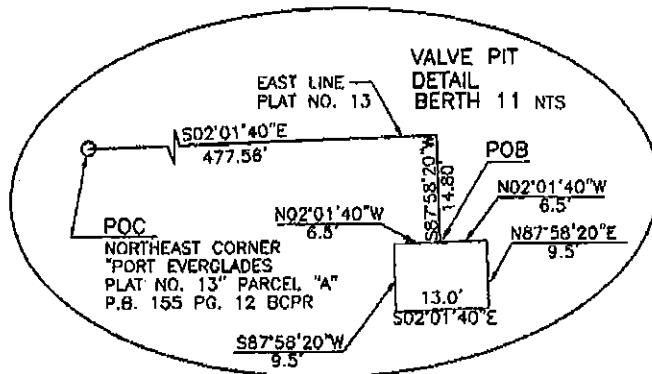
SHEET 6 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.1

SHEET 7 OF 9



POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

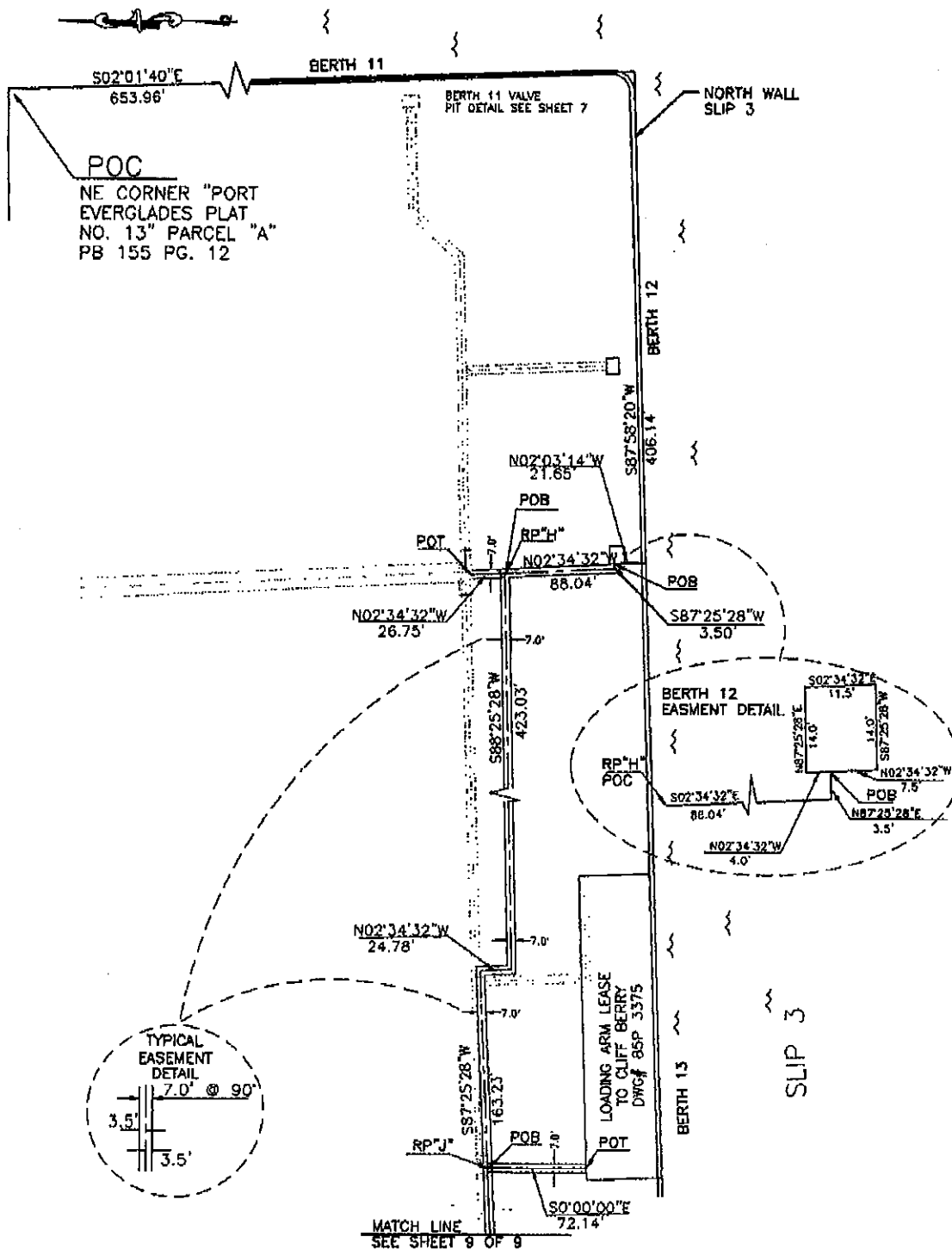
EASEMENTS TO FPL
FOR PETROLEUM FACILITIES

DATE	SCALE	ACB NO.	SHEET	OF
3/12/98	1"=100'	FPL	7	9

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 8 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

EASEMENTS TO FPL
FOR OIL LINES

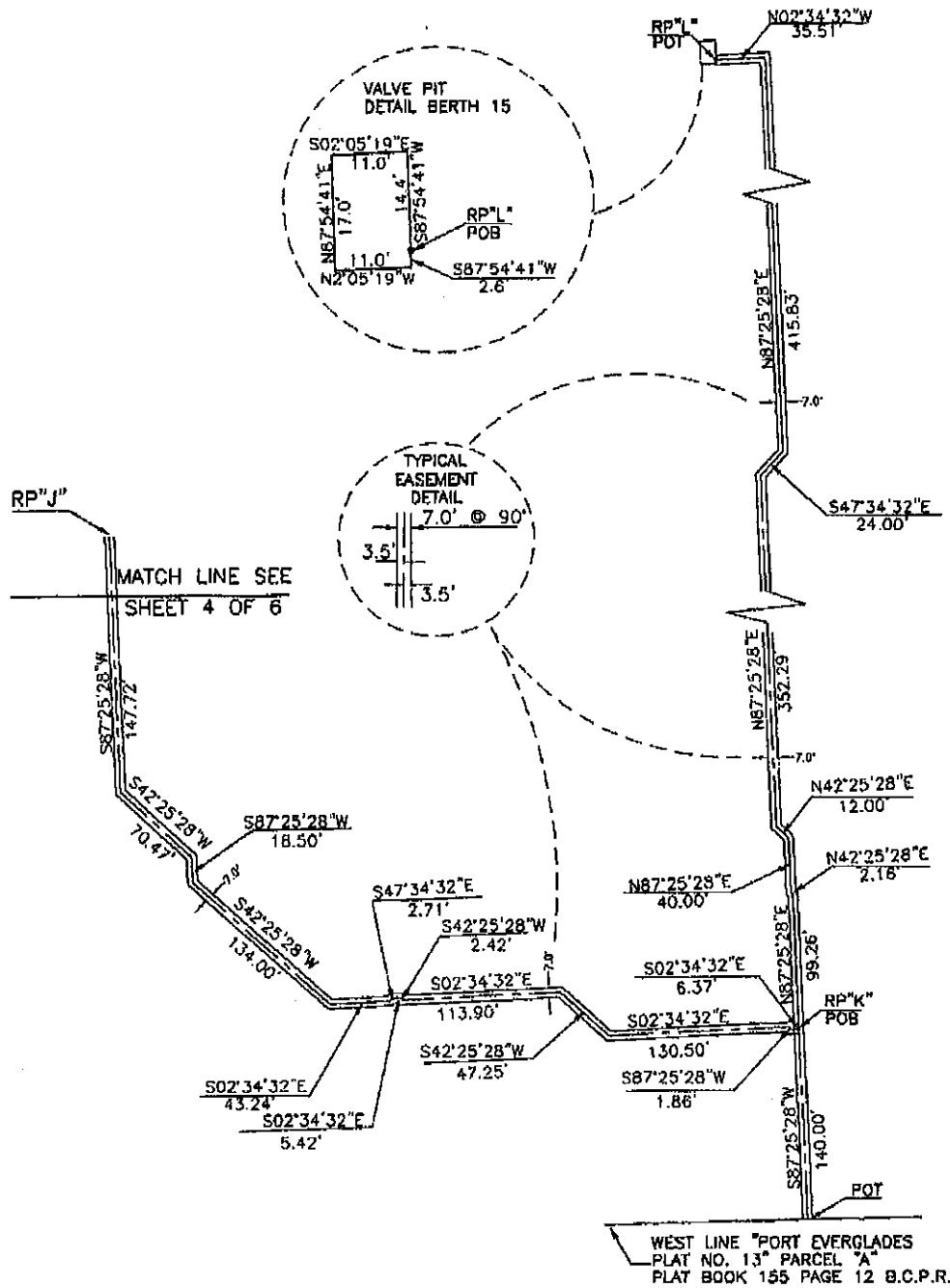
POC--POINT OF COMMENCEMENT
POB--POINT OF BEGINNING
POT--POINT OF TERMINATION
RP--REFERENCE POINT

REVISION	DATE	BY	CHKD	APPROVED BY
1	3/12/98	1'	100'	FPL
2				
3				
4				
5				
6				
7				
8				
9				

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 9 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

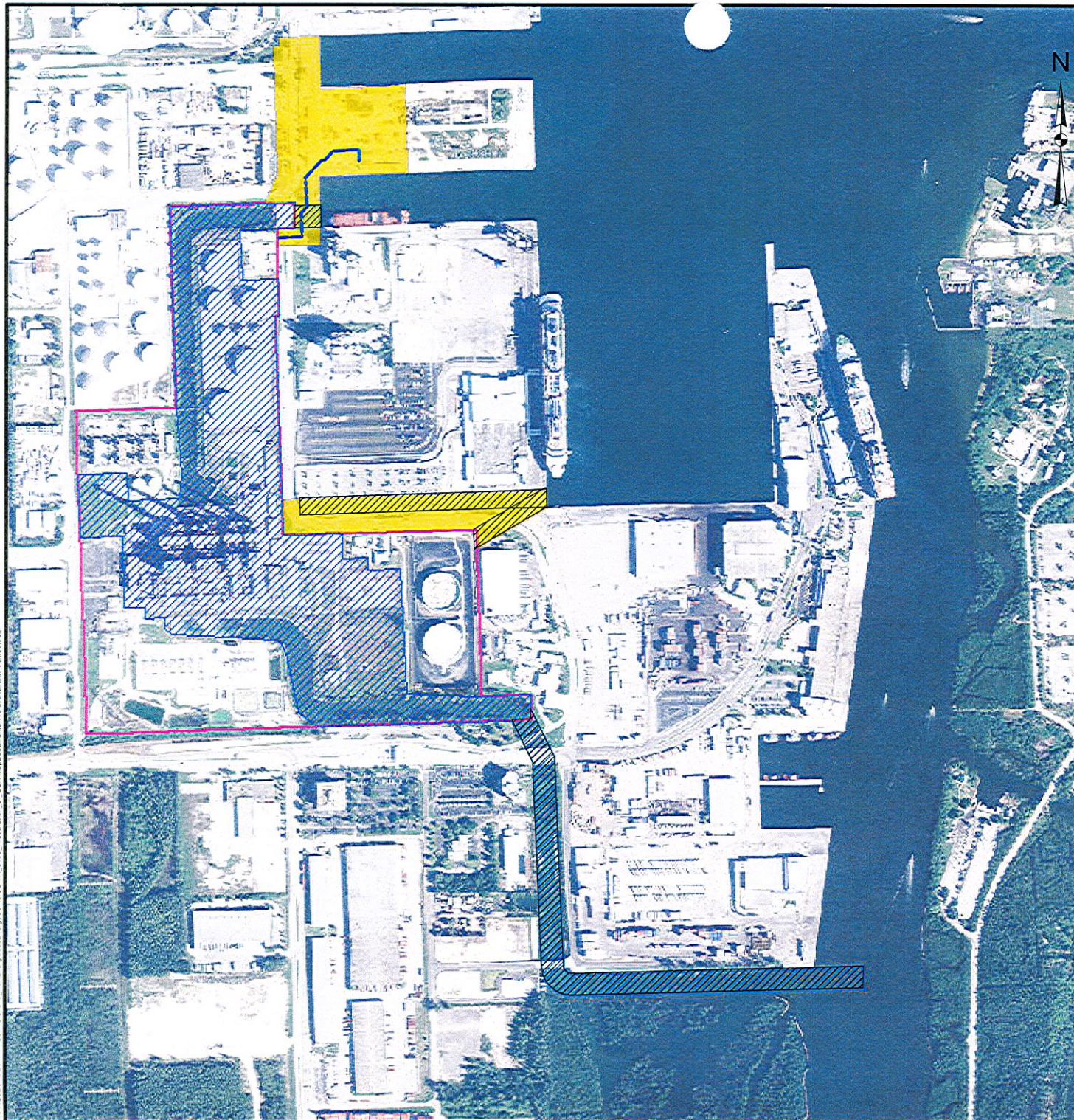
PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

**EASEMENTS TO FPL
FOR PETROLEUM FACILITIES**

DATE	BY	SCALE	FILED	RECORD NO.
3/12/98	JL	1"=100'	FPL	9 9

POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

F:\PROJECTS\2011 PROJ\113-87618 PortEvergladesEnergyCenterSCA 0100 Preparation of SCA Map Documents\113-87618A007 FEMA.mxd



LEGEND

-  Proposed Associated Linear Facilities (ULSD Pipeline)
-  Port Everglades Plant Property
-  Port Everglades Energy Center Site
-  Associated Linear Facility Corridors
-  Existing Easements

REFERENCES

1. Port Everglades Plant Property, Existing Easements, Proposed Associated Linear Facilities Easements, Port Everglades Energy Site, Associated Linear Facility Corridors, FPL, 2011
2. Aerial Imagery, USDA/FSA Aerial Photography Field Office, 2010



REV	DATE	DES	REVISION DESCRIPTION	GIS	CHK	REV

PROJECT FPL
PORT EVERGLADES ENERGY CENTER

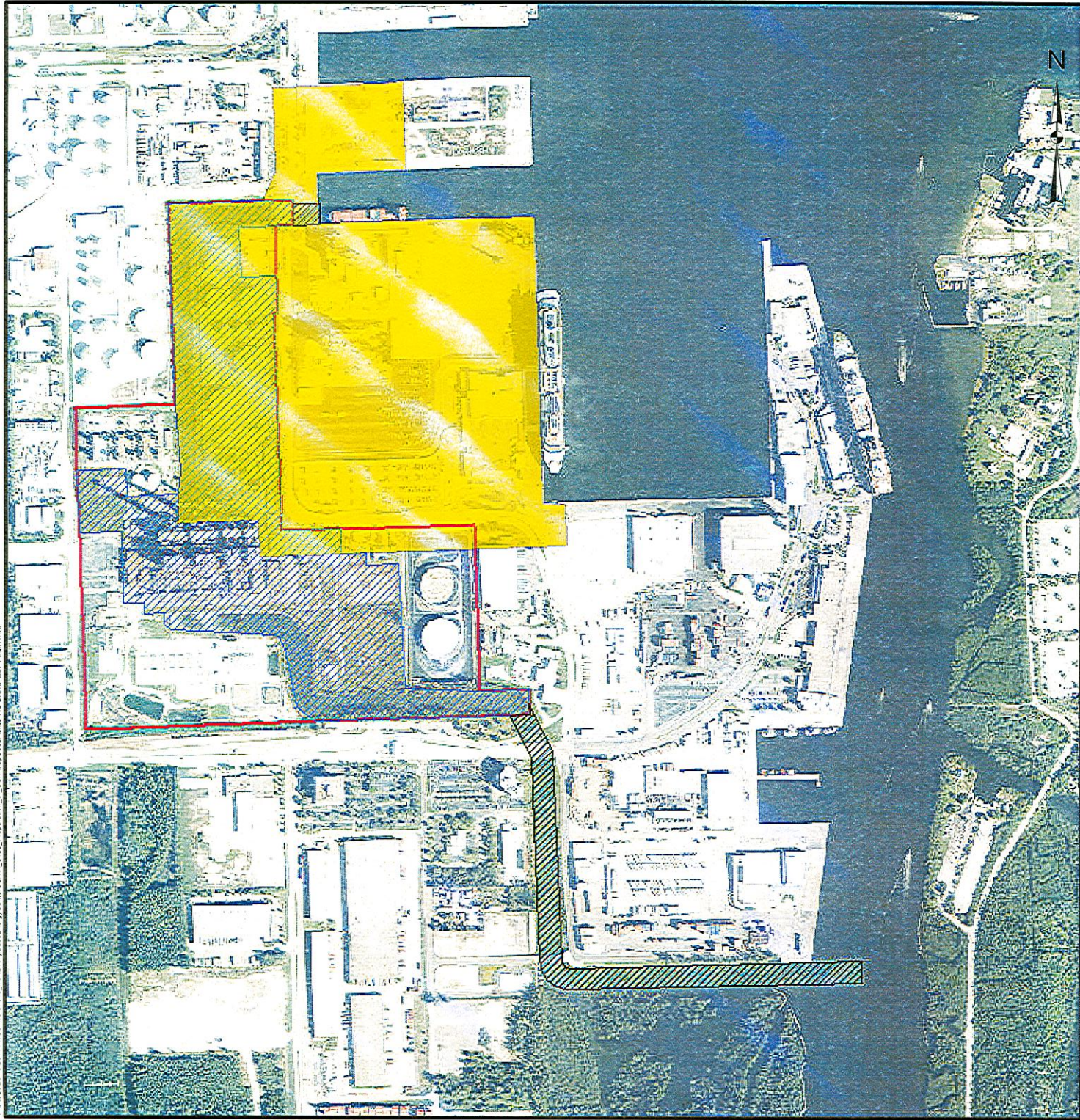
TITLE
AERIAL OF THE
PORT EVERGLADES PLANT PROPERTY
AND FUTURE EASEMENTS



PROJECT No.	113-87618	FILE No.	113-87618A034
DESIGN	RCM	1/5/2012	SCALE AS SHOWN
GIS	NRL	1/13/2012	REV 0
CHECK	RCM	1/13/2012	
REVIEW	NPK	1/13/2012	

FIGURE 3.2.4-3

EXHIBIT 2



LEGEND

- Port Everglades Plant Property
- Port Everglades Energy Center Site
- Existing Easements
- Revised Associated Linear Facility Corridors

- ### REFERENCES
- Port Everglades Plant Property, Existing Easements, Port Everglades Energy Site, Revised Associated Linear Facility Corridors, FPL 2012
 - Aerial Imagery, USDA/FSA Aerial Photography Field Office, 2010



REV	DATE	BY	DESCRIPTION	APP	CHK	DATE
PROJECT						
FPL PORT EVERGLADES ENERGY CENTER						
TITLE						
AERIAL OF THE PORT EVERGLADES PLANT PROPERTY, EXISTING EASEMENTS, AND REVISED ASSOCIATED LINEAR FACILITY CORRIDORS						
			PROJECT NO.	113-00010	DATE	11/10/2010
			DESIGNED BY	MM	000012	11/10/2010
			CHECKED BY	MM	000012	11/10/2010
			APPROVED BY	MM	000012	11/10/2010
FIGURE VI-B.3-1						

F:\PROJECTS\2011\PROJ\113\00010_PortEvergladesEnergyCenter\SCA_A_0100_Prep\113-00010_PortEvergladesEnergyCenter_SCA_A_0100_Prep.dwg

EXHIBIT 3