



Shady Hills Energy Center, LLC Shady Hills Combined Cycle Facility Project Environmental Assessment (Appendices)

Submitted to:

Seminole Electric Cooperative, Inc.

16313 North Dale Mabry Highway
Tampa, FL 33618

Submitted by:

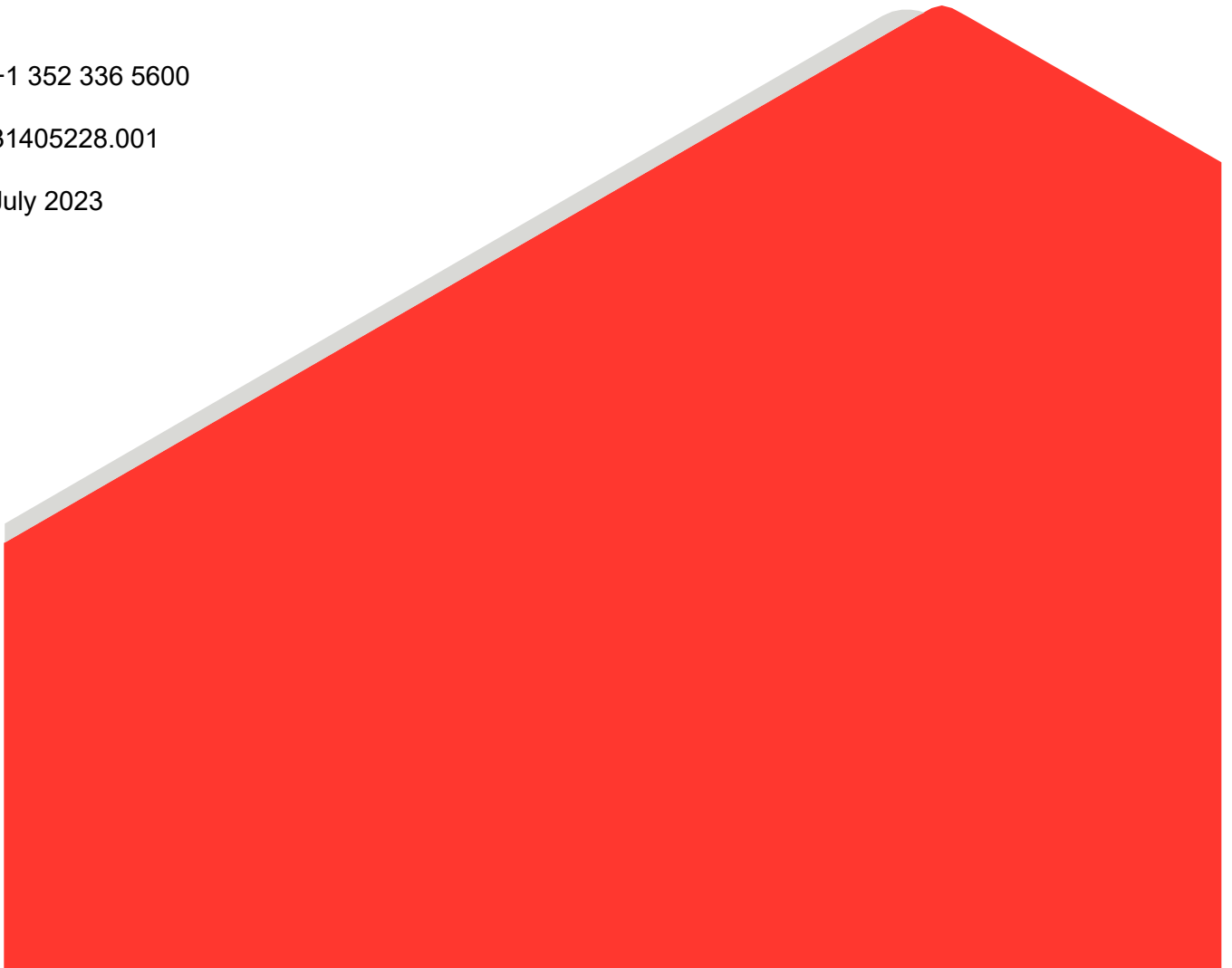
WSP USA Inc.

6026 NW 1st Place, Gainesville, Florida, USA 32607

+1 352 336 5600

31405228.001

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Appendix A
FDEP Final Order and Conditions
of Certification #PA 18-59

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN RE: SHADY HILLS ENERGY CENTER,) LLC, COMBINED-CYCLE FACILITY) POWER PLANT SITING APPLICATION) NO. PA18-59))))))	OGC CASE NO. 18-0119 DOAH CASE NO. 18-0995EPP
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FINAL ORDER

This matter is before me as Secretary of the Department of Environmental Protection (DEP or Department) for the purpose of entering a Final Order under Sections 403.508(6), 403.509(1)(a), and 403.509(3), Florida Statutes.

BACKGROUND

On October 22, 2018, the Administrative Law Judge (ALJ) assigned by the Division of Administrative Hearings (DOAH) issued an order canceling hearing, closing file, and relinquishing jurisdiction to the Department for entry of a final certification order. The order granted the parties' request to cancel the certification hearing and relinquish jurisdiction in accordance with Section 403.508(6), Florida Statutes. The order was issued pursuant to a Joint Stipulation and Motion of the Parties to Cancel Certification Hearing and to Relinquish Jurisdiction to the Department for Entry of Final Certification Order (Joint Stipulation). The Joint Stipulation stated that no disputed issues of fact or law remain to be raised at the site certification hearing. The Joint Stipulation stated that the parties' requested cancellation of the site certification hearing originally scheduled to begin on November 6, 2018, and did not object to entry of a Final Order by the Department. Therefore, under Section 403.509(1)(a), Florida Statutes, the Department is required to prepare and enter a Final Order.

PARTIES

The following are the parties to this site certification proceeding, under Section 403.508(4)(a), Florida Statutes: the Applicant Shady Hills Energy Center, LLC (Shady Hills), the Department, and Pasco County. Those parties have been granted party status by statute or have timely filed a Notice of Intent to be a Party under Section 403.508(3)(b), Florida Statutes. No other agency filed a Notice of Intent to be a Party before the 90th day prior to the scheduled certification hearing. Further, no third party has intervened in this proceeding as of October 5, 2018, which under Section 403.508(2)(e), Florida Statutes, was the last date by which intervention could be granted.

STATEMENT OF THE ISSUE

The issue to be decided in this proceeding is whether DEP, acting in lieu of the Siting Board, should approve certification in accordance with the Florida Electrical Power Plant Siting Act (PPSA), Sections 403.501, *et seq.*, Florida Statutes, authorizing Shady Hills to construct and operate new electrical generating facilities and onsite associated facilities, known as the Shady Hills Energy Center Combined Cycle Facility (SHEC) at Shady Hills' existing Shady Hills Generating Station (SHGS) site in Pasco County, Florida, subject to the proposed Conditions of Certification set forth in the DEP Project Analysis Report (PAR) dated September 25, 2018.

PRELIMINARY STATEMENT

On February 16, 2018, Shady Hills filed with the Department a Site Certification application (SCA or Application) for the SHEC (PAR, p. 1). On July 2, 2018, Shady Hills submitted to the Department an amendment to the Application. On July 31, 2018, Pasco County issued its land use and zoning determination for the SHEC, under Section 403.50665(2), Florida Statutes. The County determined that the SHEC site was consistent and in compliance with the adopted land use and zoning ordinances of Pasco County. No party challenged the County's

land use consistency determination following public notice. On May 18, 2018, DEP determined the application to be complete.

Under Section 403.519, Florida Statutes, the Florida Public Service Commission (PSC) issued its determination of need for the SHEC on May 25, 2018.¹ As required by Sections 403.5115(1) and (4), Florida Statutes, notice of that hearing was timely published by Shady Hills in the Tampa Bay Times in Pasco County and by DEP in the Florida Administrative Register.

A site certification hearing before DOAH was scheduled for November 6 - 9, 2018. The ALJ timely issued an order closing file on October 22, 2018, granting the parties' request to cancel the certification hearing. In accordance with Section 403.5115(1)(g), Shady Hills timely published notice of cancellation of the certification hearing in the Tampa Bay Times, and the Department timely published notice of cancellation of the certification hearing in the Florida Administrative Register. No party to this proceeding objects to, or recommends denial of, final certification for the SHEC, subject to the proposed Conditions of Certification.

FINDINGS OF FACT²

A. The Applicant and the Proposed SHEC Project

1. SHEC will be owned and operated by the Applicant, Shady Hills Electric Center, LLC. Shady Hills is a wholly-owned, indirect subsidiary of GE Capital US Holdings, Inc., which is a wholly-owned, indirect subsidiary of General Electric Company. Shady Hills is an independent power producer that will construct, own, operate, and maintain the proposed SHEC,

¹ The PSC's Need Determination was under appeal before the Florida Supreme Court, but a stay was not issued for the Need Determination. The appellants, Michael Tuck and Quantum Pasco Power, L.P., voluntarily dismissed their appeal on November 6, 2018.

² SHEC, the Department, and Pasco County jointly stipulated to the findings of fact and proposed conclusions of law. These factual findings are supported by reference to the Site Certification Application (SCA), the Department's PAR dated June 1, 2018, and attachments thereto. Pasco County stipulates that there are no disputed issues of fact or law to be raised at a certification hearing; however, Pasco County takes no position on findings of fact outside its subject matter jurisdiction. As a result, Pasco County only stipulates to Paragraphs 6, 7, 10-17, 27, 39, 49, 51, and 65 of the joint stipulation.

and will sell 100 percent of SHEC's capacity, energy, and ancillary services to Seminole Electric Cooperative, Inc. (Seminole Electric) under a Tolling Agreement. (SCA, p. 2).

2. The SHEC application requests approval of the proposed construction and operation of a 573 megawatt (MW) (winter) natural gas-fired one-on-one combined cycle electrical power plant and associated facilities in unincorporated Pasco County, Florida, with commercial operation anticipated in December 2021. The configuration will include one combustion turbine generator (CTG), one heat recovery system generator (HRSG), one steam turbine generator (STG), and one generator step-up transformer, as well as one auxiliary boiler, one emergency generator, one fire pump, and one cooling tower. The SHEC will include a new approximately 0.6-mile 230-kV interconnection tie-line and an off-site temporary construction parking and laydown area. The SHEC includes the electrical generating equipment, and all associated on- and off-site facilities. (SCA, p. 4; PAR, pp. 4-6).

3. The SHEC combined cycle configuration consists of one nominal 385 MW General Electric Model 7HA.02 CTG. One HRSG with duct firing, and one nominal 210 MW STG. The combined output capacity is 573 MW (winter). (PAR, p. 7).

4. On-site facilities directly associated with electrical power generation consist of the combustion turbine, HRSG, STG, mechanical draft cooling tower, exhaust stack, generator step-up transformer, and auxiliary boiler. A utility right-of-way is located on-site and is approximately 0.4 acres. Other major on-site associated facilities include: electrical equipment enclosures; administration building with control room and maintenance area; warehouse; parking; diesel-fired emergency fire water pump; diesel-fired emergency generator; aboveground water, aqueous ammonia, and diesel fuel storage tanks; on-site switchyard; storm water management system; and zero liquid discharge (ZLD) system. (PAR, pp. 5-6).

5. Off-site facilities associated with the SHEC consist of a 0.6-mile 230-kV interconnection transmission tie-line and a tie-line corridor. The proposed tie-line will extend from the north end of the SHEC site and terminate at a new Duke Energy Florida substation. The SHEC also includes the temporary use of approximately 20 acres, owned by Seminole Electric, located adjacent to the eastern boundary of the SHEC site. This temporary construction parking and laydown area will be used for parking, equipment and materials storage, and the location of office trailers and sanitary facilities during construction. This area will be substantially restored to original grade and effectively stabilized with vegetation. (PAR, p. 6; Exhibit A, p. 24).

6. The SHEC will burn only natural gas in the combined cycle combustion turbine and in the auxiliary boiler. An on-site natural gas metering station and lateral will be constructed, owned, and operated by Florida Gas Transmission, and will not be part of the SHEC Certified Project. Florida Gas Transmission will connect the existing 12-inch Shady Hills gas lateral owned by Florida Gas Transmission to the SHEC. (SCA, p. 4).

SHEC Project Site Description

7. The SHEC electrical generating unit will be located on a portion of a 30-acre parcel of land owned by the Shady Hills Power Company, L.L.C., (SHPC). SHPC is the owner and operator of the SHGS located on approximately 16-acres of the 30-acre parcel. The SHEC will be located on approximately 14 acres of the currently undeveloped and vacant portion of the parcel previously disturbed and cleared for the temporary equipment laydown and parking during the construction phase of the SHEC and for equipment storage. The existing SHGS access and security infrastructure facilities will be shared with the SHEC. A 230-kV interconnection tie-line corridor will extend from the north end of the SHEC approximately 0.6 miles to the west. A 0.4-acre utility interconnection right-of-way will be located on-site, in the

southwest corner of the SHEC. (SCA, p. 1; PAR, p. 4).

8. The SHEC and SHGS are located on privately owned lands. These lands have been used for power generation and activities to support construction and equipment storage associated with the existing SHGS since 2002. (SCA, p. 15).

Construction

9. Construction is anticipated to begin mid-2019, with commercial operation beginning in December 2021. Figure 3 (attached as Exhibit B) of the PAR shows a conceptual rendering of the completed SHEC. (SCA, pp. xvi and 5; PAR, p. 5).

10. Shady Hills will construct a temporary construction parking and laydown area on approximately 20 acres adjacent to and east of the SHEC. The temporary construction parking and laydown area is shown in Figure 2 (attached as Exhibit C) of the PAR. (SCA, p. 4; PAR, p. 4).

Socioeconomic Impacts

11. The SHEC is anticipated to benefit the surrounding area's economy. Direct and indirect economic benefits from construction include construction workforce jobs, purchase and rental of equipment and materials, housing and living expenses for construction workers, and indirect employment. Direct and indirect economic benefits from operation include capital expenditures, operation and maintenance expenditures, and employment and property tax revenues. (SCA, p. 87; PAR, pp. 17-18, 24-25).

12. The workforce to construct the SHEC is expected to average approximately 230 workers per day between 2019 and 2021. At peak construction (during the 4th quarter of 2020), approximately 370 workers per day will work at the site. The estimated 40-year operating lifetime of the SHEC will generate a significant amount of economic stimulus for the local economy. Construction wages will increase the demand for goods and services in the region.

Direct purchases of construction materials will have both direct and indirect economic benefits, including construction materials (e.g., concrete and steel for foundations), rental equipment (e.g., construction cranes, pumps, etc.), food services, and transportation services. (SCA, p. 87; PAR, pp. 17-18, 24-25).

13. The SHEC is scheduled to become operational in December 2021. The total direct employment will increase by approximately 10-15 new full-time jobs, with an annual incremental operational payroll of approximately \$2.0-2.5 million in the first year. The operation of the SHEC is expected to generate over \$5 million in annual property tax revenue in 2022; with an estimated \$80 million generated over the projected 40-year operating lifetime. These taxes provide a large economic benefit to Pasco County, the school board, fire district, and water management district. The SHEC will also benefit the local Pasco County community through the purchase of utility services under the Utilities Service Agreement (USA), including reclaimed water, potable water, sanitary sewer services, and solid waste disposal services. (SCA, p. 87; PAR, pp. 17-18).

14. Shady Hills estimates that the total cost for the SHEC will be approximately \$400 million, excluding financing costs. Principal components include power plant development, equipment, construction, and related owner's costs. (SCA, p. 87).

15. External social cost impacts from the operation of SHEC will be minimal and localized. The operation of SHEC will not cause any adverse impacts to public or private facilities used for recreational purposes or impairment to recreational values. Additionally, the operation of SHEC will not result in any deterioration of aesthetic and scenic values. (SCA, p. 88).

B. Public Service Commission's Determination of Need

16. On December 21, 2017, Seminole and Shady Hills filed a Joint Petition for Determination of Need for the construction of the SHEC with the Florida Public Service Commission (PSC) pursuant to Sections 366.04 and 403.519, Florida Statutes.³ (PAR, p. 20).

17. On May 25, 2018, the PSC issued by Final Order (PSC-2018-0263-FOF-EC) an affirmative need determination for the SHEC based on the factors in Section 403.519, Florida Statutes. Among these factors, the PSC found that Seminole Electric demonstrated a need for SHEC beginning in 2021 to maintain its system reliability and integrity and that no other renewable energy sources and technologies or conservation measures are reasonably available to Seminole Electric to mitigate the need for the SHEC. The PSC also found that the SHEC is the most cost- effective alternative available to meet Seminole Electric's generation needs. Further, the PSC found that the SHEC will provide adequate electricity at a reasonable cost. (*See* Order No. PSC-2018-0263- FOF-EC, pp. 14, 17, 20, and 29, Florida PSC May 25, 2018; PAR, p. 21, AppendixII-1).

C. Pasco County

18. On January 10, 2018⁴, Pasco County issued a Special Exception Order, which found that the proposed request by SHEC was consistent with the Land Development Code and the Pasco County Comprehensive Plan. On July 31, 2018, Pasco County filed its Determination of Land Use and Zoning Consistency, finding that SHEC is consistent with the County's land use

³ "Seminole is an electric utility pursuant to 366.02(2), Florida Statutes., while Shady Hills Energy Center, LLC, is not. In all instances relevant to docket No. 20170267-EC, it is Seminole's need that is at issue. As such, Seminole primarily conducted the analysis and provided the supporting documentation for the need determination in docket No. 20170267-EC. Thus, references in this Order to Seminole's positions, arguments, and data are intended to include Shady Hills Energy Center, LLC, in its role as a joint petitioner for the need determination for the Shady Hills Combined Cycle Facility." (PAR, p. 20).

⁴ The PSC's Final Order was appealed; but the appellants voluntarily dismissed their appeal on November 6, 2018. *See* Supreme Court Case No. SC18-1025.

plans and zoning ordinances pursuant to Section 403.50665, Florida Statutes. In its Agency Report, dated August 31, 2018, the County recommended approval of certification of the Site and associated facilities subject to compliance with recommended Conditions of Certification, which were subsequently incorporated into the Department's PAR. (SCA, pp. 5, 11-13, Appendix 10.3; PAR, p. 23, Appendix II-7; DOAH Docket, *Pasco County's Determination of Land Use and Zoning Consistency*, July 31, 2018).

D. Florida Fish and Wildlife Conservation Commission

19. There are no anticipated significant impacts to ecological resources from the SHEC, which will be constructed upon previously-impacted upland areas adjacent to the existing SHGS. Neither the SHEC area, the tie-line corridor, nor the temporary construction parking and laydown areas provide significant wildlife habitat, and no adverse impacts to terrestrial systems are anticipated from construction and operation of the SHEC. Due to the previously-disturbed nature of these areas, no change in floral or faunal populations are anticipated from the SHEC. The SHEC does not contain significant areas of preferred habitat for nesting, roosting, or foraging by state-listed wildlife species. However, evidence of gopher tortoises has been observed on the SHEC site, and if shown that any individuals of this species, or any other state-listed species, are present at the site after conducting all surveys required, SHEC must report the findings to the Florida Fish and Wildlife Conservation Commission (FWCC). No long-term effects on the Gopher Tortoise population are expected to occur from the SHEC. Moreover, the SHEC is not expected to significantly impact regional populations of any other endangered or threatened wildlife or plant species. (SCA, pp. 28-32, 64-65, 85-86; PAR, pp. 21-22, Appendix II-3).

20. Noise from construction activities is not anticipated to significantly affect wildlife surrounding the site. The minor increase in noise from construction is not anticipated to affect

wildlife usage of the surrounding areas. Existing wildlife is expected to acclimate to the temporary noise associated with construction activities from the SHEC and temporary construction parking and laydown area. (SCA, p. 64).

21. In FWCC's Agency Report of August 23, 2018, it recommended approval of the SHEC subject to compliance with the agency's Conditions of Certification incorporated into the Department's PAR. (PAR, pp. 21-22, Appendix II-3).

E. Department of Environmental Protection

Air Emissions

22. The SHEC will be an advanced, natural gas-fired combined cycle unit that minimizes air pollutant emissions by using fuel-efficient and pollution-preventing technology. Emissions of nitrogen oxides (NO_x) resulting from the combustion of natural gas will be controlled using dry low-NO_x (DLN) combustors. The proposed NO_x stack emissions rates for the CTG associated with the SHEC will be further controlled using a selective catalytic reduction (SCR) system to reduce the NO_x emission rate to 2 parts per million by volume dry, corrected to 15 percent oxygen (O₂) or less. Use of an SCR system over DLN combustors will reduce the NO_x emission rate by more than ninety (90) percent. The formation of carbon monoxide (CO) and volatile organic compounds (VOCs) will be limited by good combustion practices. CO formation is limited by ensuring complete, efficient combustion of the fuel in the turbine. Recent improvements in combustion turbine (CT) combustor technology allow for both reduced NO_x emissions and low CO emissions. Combustion techniques will also be used to reduce the CO emissions from the auxiliary boiler, fire pump engine, and emergency generator. VOC emissions are formed by incomplete combustion of fuel. VOC formation is limited by ensuring complete, efficient combustion of the fuel in the CT. Recent improvements in CT combustor technology allow for low VOC emissions. High combustion temperatures, adequate excess air,

and good fuel/air mixing during combustion will minimize VOC formation. Particulate matter (PM, PM₁₀, and PM_{2.5}), sulfur dioxide (SO₂), and sulfuric acid mist (H₂SO₄) emissions are controlled and minimized using clean fuels. The use of clean fuels--both natural gas and ultra-low-sulfur diesel fuel (ULSD), characterized by low PM and trace contaminant contents, coupled with advanced combustion techniques and highly efficient combined-cycle technology will minimize PM, PM₁₀, and PM_{2.5}, SO₂, and H₂SO₄ emissions from the combined cycle unit, auxiliary boiler, emergency generator, and fire pump engine and ensure compliance with applicable emission limiting standards. SHEC will minimize greenhouse gas (GHG) by using highly efficient combined cycle technology and natural gas (the lowest GHG emitting fossil fuel). Taken together, the design of the SHEC will incorporate features that will make it one of the most efficient and cleanest fossil fuel-fired units in Florida. (SCA, pp. 40-47, 49).

Separate Air Construction Permitting

23. The Department's Division of Air Resource Management regulates major stationary sources in accordance with Florida's Prevention of Significant Deterioration (PSD) program established in Rule 62-212.400, Florida Administrative Code. For new major stationary sources, or modifications to existing major stationary sources, each PSD-regulated air pollutant is reviewed for PSD applicability based on emissions thresholds known as Significant Emission Rates (SERs). (PAR, p. 11).

24. The SHEC is proposed in an area currently in attainment with the federal ambient air quality standards (AAQS), or otherwise designated as unclassifiable. It is also not located within an area of influence of a nonattainment area. Therefore, nonattainment New Source Review (NSR) requirements do not apply. However, the SHEC has the potential to emit above the SER for at least one PSD pollutant: and therefore, the SHEC is subject to a PSD applicability review. Based on that review, the SHEC was subject to a PSD analysis for the following

pollutants: NO_x, CO, PM, PM₁₀, PM_{2.5}, SO₂, H₂SO₄, and GHGs. The Department established Best Available Control Technology (BACT) requirements for each of those pollutants in the air construction permit it issued on July 27, 2018. (PAR, pp. 11-12).

25. An air quality impact analysis meeting the requirements of the Department's PSD's rules and the modeling guidance of the United States Environmental Protection Agency and the Department was performed. The air quality modeling results demonstrated that the air emissions from the SHEC will not cause or contribute to any exceedance of any applicable AAQS or PSD increment. (SCA, pp. 81-82).

26. On May 29, 2018, the Department concluded it had reasonable assurance that air emissions associated with the SHEC will not cause or significantly contribute to any violations of an AAQS or PSD increment and determined that the SHEC will comply with all applicable state and federal air pollution regulations. (PAR, p. 12).

27. The Department issued a final air construction permit for the SHEC on July 27, 2018. (PAR, p. 13).

Cooling Water Intake and Discharge Considerations

28. Steam turbine condenser cooling will be provided by a recirculating cooling water system. The sources of cooling tower makeup water will be reclaimed water from Pasco County's Shady Hills Wastewater Treatment Facility, the interconnected Pasco County Master Reuse System (PCMRS), and internally recycled process wastewater streams from the zero-liquid discharge (ZLD) system. (SCA, p. 51; PAR, p. 9).

29. Blowdown from the cooling towers will be sent to the lime softening clarifiers that are part of the wastewater treatment system. (SCA, p. 51; PAR, pp. 9-10).

30. As backup sources, Pasco County will supply potable water for process use if reclaimed water is not obtained from the PCMRS. (PAR, p. 9).

31. The SHEC also received authorization to access existing allocations of groundwater, which SHPC is authorized to withdraw for the SHEC when such groundwater is not being used by the SHGS. (SCA, p. 49-51; PAR, p. 13).

Wastewater

32. The SHEC will not discharge cooling or process water to surface or ground waters from the SHEC. The ZLD system allows for the treatment and reuse of the wastewater produced during operation of the SHEC. Consequently, the SHEC will not require a surface water discharge structure(s), a diffuser system, a mixing zone, or a National Pollutant Discharge Elimination System (NPDES) permit for process wastewater discharges. (PAR, p. 13).

33. Sanitary wastes from operation of the SHEC will be discharged to Pasco County's sanitary sewer system. (SCA, p. 51; PAR, p. 14).

Storm Water Management

34. The on-site drainage system for the SHEC will be designed, constructed, and operated independently from the SHGS system. Two retention storm water ponds are proposed for the SHEC (Pond 1 and Pond 2). Storm Water Pond 1 is located near the northwest site boundary and Storm Water Pond 2 is located near the southwestern site boundary. The SHEC proposes a combination of swales, drop inlets, and underground pipes for storm water collection and routing to the retention pond systems. (SCA, p. 56; PAR, p. 10).

35. The Department does not anticipate adverse impacts to surface water during construction and operation of the SHEC project. Shady Hills will prepare and implement a comprehensive storm water pollution prevention plan, as required under the NPDES Generic Permit for Storm Water Discharge from Large and Small Construction Activities. The Department does not anticipate discharge to surface waters during operation, because of the two storm water ponds and the high percolation rates at the SHEC. Surface water runoff from the

SHEC is estimated to be zero to 6 inches per year to the surface drainage system. (PAR, p. 13).

Wetland Impacts

36. No impacts to aquatic species or ecosystems are expected due to the absence of wetlands and aquatic systems located on the SHEC site, the interconnection tie-line corridor, and the temporary construction parking and laydown area. The SHEC is located outside of sensitive lands and areas of concern, such as rivers, lakes, wetlands, floodplains, natural vegetation communities, wells, wellfields, coastal high hazard areas, and evacuation routes. Therefore, the SHEC's construction and operation will not impact federal or state lands, scenic rivers, wetlands or outstanding waters of the state. (SCA, pp. 11, 28, 64; PAR, pp. 14-16).

Solid Waste & Hazardous Substances

37. Solid wastes, such as operational, maintenance, and municipal waste, will be generated in small amounts at the SHEC. The ZLD system will produce the bulk of the waste associated with operation. The system will produce approximately 41.4 tons of non-hazardous solid waste byproducts per day in the form of filter cakes (16.6 tons) and crystalized salts (24.8 tons). Shady Hills will collect and transport all non-hazardous solid waste off-site by private licensed waste collection companies for disposal at a permitted facility in accordance with chapter 62-701 or 62-702, Florida Administrative Code. (SCA, p. 23; PAR, p. 14).

38. The SHEC will be a conditionally exempt small quantity generator, with less than 100 kilograms of hazardous waste per month anticipated to be produced by the SHEC in the form of spent solvents and boiler chemical cleaning wastes. A licensed hazardous waste contractor will collect and transport off-site all hazardous waste produced at the SHEC. (SCA, p. 55-56; PAR, p. 14).

F. Southwest Florida Water Management District

Water Usage

39. The SHEC will not require a water use permit. (PAR, p. 21, Appendix II-2).

40. The SHEC primary water uses include cooling, process, service, potable, and irrigation. The primary water source for cooling, process, and irrigation will be reclaimed water from Pasco County's Shady Hills Wastewater Treatment Facility (SHWWTF) and the interconnected Pasco County Master Reuse System (PCMRS). (PAR, p. 13).

41. Due to the robust nature of the PCMRS, the potential use of potable water or groundwater is expected to be very infrequent. The use of reclaimed water for cooling, process, and irrigation minimizes impacts to groundwater supplies from operation of the SHEC. (SCA, pp. 4, 49-50; PAR, pp. 13-14, Appendix II-2).

42. As a backup supply, Pasco County will supply potable water for process use if water is not obtained from the PCMRS. (PAR, p. 13).

43. In addition, existing wells that serve the adjacent Shady Hills Generating Station under Water Use Permit No. 20012052 will be an additional source of back-up water supply. (SCA, pp. 49-50; PAR, pp. 13-14, Appendix II-2).

44. Shady Hills will obtain water during construction of the SHEC from reclaimed water and potable water supplied by Pasco County, or from dewatering effluent. During construction, the construction labor force may use portable chemical toilets and/or permitted holding tanks. During construction, Pasco County or a contractor will provide potable water for consumption, emergency eyewash, and shower stations. (SCA, p. 62).

45. In its July 31, 2018 Agency Report, the Southwest Florida Water Management District (SWFWMD) recommended approval and had no recommended Conditions of Certification. (PAR, p. 21, Appendix II-2).

G. Florida Department of Transportation

46. During construction of the SHEC, construction labor force and delivery traffic will use the existing roadway system near the site. Primary access during construction and operation of the SHEC include SR52, Hays Road, Hudson Avenue, Softwind Lane, and Merchant Energy Way. (SCA, p. 68; PAR, p. 17). All roadway segments are expected to operate at an acceptable Level of Service during construction and operation of the SHEC. Under worst-case conditions there will be 370 inbound vehicles during the AM peak hour and 370 exiting vehicles during the PM peak hour. In addition, during construction an estimated 13 trucks will arrive daily with supplies to the SHEC, which is an increase from the existing 1-3 truck deliveries daily at the adjacent Shady Hills Generating Station. The roadways can handle this temporary increase in traffic activity. Moreover, Shady Hills will implement traffic management practices during peak construction hours to maintain an acceptable Level of Service for the access points. (SCA, pp. 68-69, 86; PAR, p. 22, Appendix II-4).

47. The Department does not anticipate adverse impacts to traffic during operation of the SHEC. Except for construction-related traffic, there are no apparent impacts to the State Highway System. (SCA, p. 69; PAR, p. 22).

48. SHEC will develop a traffic management plan for construction to address appropriate traffic management and improvements, as necessary, to maintain an acceptable Level of Service for the access points. (PAR, p. 22, Appendix II-4).

49. In its September 17, 2018 Agency Report, the Florida Department of Transportation recommended approval of certification of the SHEC, subject to compliance with recommended Conditions of Certification, which were subsequently incorporated into the Department's PAR. (PAR, p. 22, Appendices I and II-4).

H. Department of State, Division of Historical Resources

50. Shady Hills and the Division of Historical Resources (DHR) did not identify any state archaeological landmarks within five miles of the SHEC. (PAR, p. 18).

51. In 2012, a cultural resource desktop analysis was conducted by SHPC with the intent to expand the existing SHGS. The analysis consisted of research and review of the Florida Master Site File, which serves as an archive and repository of information about Florida's recorded cultural resources that are listed, eligible, or potentially eligible for the National Historic Preservation Act and resources with potential or confirmed human remains. (SCA, p. 15; PAR, p. 18).

52. In addition, SHPC coordinated with DHR regarding use of the Site to expand SHGS and provided DHR with the findings from the desktop analysis. DHR provided a letter of concurrence to Shady Hills confirming that DHR did not have any records of significant archaeological or historical resources in the SHEC area. The letter cautioned that the site still might contain undiscovered archaeological resources; and thus, DHR recommended that special conditions be included in case discoveries are made during construction. (SCA, p. 16; PAR, p. 18).

53. The location of the proposed 230-kV interconnection tie-line is owned by Pasco County and has been previously evaluated for cultural resources and archaeological significance associated with Pasco County's Shady Hills Wastewater Treatment Facility, located to the west, and the Pasco County Solid Waste Resource Recovery Facility, located to the north, of the proposed SHEC. (SCA, p. 16; PAR, pp. 18-19).

54. In addition, SHEC conducted a cultural resources survey on the area proposed for the interconnection tie-line corridor. On May 7, 2018, SHEC submitted the survey to DHR for its review and consideration in preparing its Agency Report. DHR determined that this area has

no significant archaeological and/or historical sites recorded or considered likely to be present. Based on the limited work to be conducted in the temporary construction parking and laydown area, the potential for impact to archaeological or historical sites is limited. DHR did not object to certification and submitted proposed Conditions of Certification to address the possibility of finding any resources during construction activities. (SCA, p. 16; PAR, pp. 18-19, 23, Appendix II-6).

I. Agency Reports and Proposed Conditions of Certification

55. Pasco County; SWFWMD; Florida Fish & Wildlife Conservation Commission (FWCC); the Florida Department of Transportation (FDOT); the Florida Department of Economic Opportunity (FDEO); and the Florida Department of State, DHR, submitted Agency Reports pursuant to Section 403.507(2)(a)2., Florida Statutes, and recommended approval subject to the Proposed Conditions of Certification or did not object to certification. The PSC determined a need for this facility, pursuant to Section 403.507(4)(a), Florida Statutes. (PAR, pp. 20-25).

56. On September 25, 2018, the Department issued its written PAR, pursuant to Section 403.507, Florida Statutes. The PAR contains Proposed Conditions of Certification for the SHEC, including conditions recommended by the reviewing agencies. In its PAR, the Department recommended approval of the SHEC provided Shady Hills complies with the proposed Conditions of Certification in the Department's PAR. (PAR, p. 26).

57. The Parties agree to the Proposed Conditions of Certification included in Exhibit A attached hereto.

CONCLUSIONS OF LAW

58. Shady Hills, Pasco County, and the Department have standing to participate in this proceeding.

59. This proceeding was conducted in accordance with the Florida Electrical Power Plant Siting Act, Part II of Chapter 403, Florida Statutes.

60. The ALJ has the authority to cancel the scheduled site certification hearing upon stipulation by all parties to the proceeding that there are “no disputed issues of fact or law to be raised at the certification hearing.” *See* § 403.508(6)(a), Fla. Stat. (2018).

61. In accordance with Section 403.508(6), Florida Statutes, the ALJ granted the parties’ request to cancel the certification hearing and relinquish jurisdiction to the Department. Accordingly, the Department has jurisdiction to enter this Final Order. *See* § 403.509(1), Fla. Stat. (2018).

62. In accordance with Section 403.5115, Florida Statutes, and chapter 62-17, Florida Administrative Code, proper notice has been provided to all persons, entities, and parties entitled to such notice, including the general public. No third party intervened by the deadline for such intervention.

63. Pasco County has determined that the SHEC will be consistent with its local government comprehensive plans and land development regulations in accordance with Section 403.509(3)(c), Florida Statutes, subject to the Conditions of Certification attached hereto as Exhibit A. The County’s determination has not been disputed in accordance with Section 403.50665(4), Florida Statutes.

64. All necessary and required state, regional, and local governmental agencies participated in the certification process.

65. The PSC determined the need for the electric power to be supplied by the SHEC as required by Section 403.519, Florida Statutes. The PSC is the sole forum for the determination of the need for the SHEC pursuant to Section 403.519, Florida Statutes.

66. The SHEC is eligible for issuance of a final certification order (subject to the attached Conditions of Certification), upon consideration and balancing of the criteria in Section 403.509(3) Florida Statutes, based upon the information provided by Shady Hills in its site certification application, and the information provided by DEP in its PAR.

67. Under Section 403.509(3)(a), Florida Statutes, Shady Hills has provided reasonable assurances that operational safeguards for the SHEC are technically sufficient for the public welfare and protection, provided the SHEC implements and complies with the attached Conditions of Certification.

68. As required by Section 403.509(3)(b), Florida Statutes, the Department has concluded that the SHEC complies with applicable nonprocedural requirements of agencies, provided Shady Hills implements and complies with the attached Conditions of Certification. The Department's analysis concludes that the SHEC is not reasonably projected to cause or contribute to a violation of ambient air quality standards or PSD increments, or water quality standards. Pasco County approved an alternative standard related to fire protection, which is authorized under Section 407.5 of the Pasco County Land Development Code. No other agency identified variances from applicable state, regional, or local government standards are necessary for the SHEC.

69. Under Section 403.509(3)(e), Florida Statutes, certification of the SHEC in accordance with the attached Conditions of Certification effects a reasonable balance between the need for the SHEC, as determined by the PSC, and the minimal impacts on air and water

quality, fish and wildlife, water resources and other natural resources of the State that would result from the construction and operation of the SHEC.

70. Based upon the foregoing considerations, the Department concludes that the SHEC will serve and protect the broad interests of the public, provided Shady Hills implements and complies with the attached Conditions of Certification.

CONCLUSION

Having reviewed the matters of record and being otherwise duly advised, the Department concludes that, if constructed and operated in accordance with the evidence presented in the record and the attached Conditions of Certification,⁵ the SHEC will serve and protect the broad interests of the public and should be approved.

It is therefore ORDERED that:

A. Site certification of Shady Hills Energy Center, Inc.'s Combined-Cycle electrical power plant and associated facilities in unincorporated Pasco County, Florida, as described in the Site Certification Application and the record as a whole, is hereby APPROVED.

⁵ The final Conditions of Certification are attached to this Final Order as Exhibit A.

B. The Shady Hills Energy Center is subject to, and the Shady Hills Energy Center, Inc., shall comply with, the Conditions of Certification that are attached as Exhibit A and incorporated by reference herein.

DONE AND ORDERED this 3rd day of December, 2018, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



NOAH VALENSTEIN
Secretary

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

FILED ON THIS DATE PURSUANT TO § 120.52,
FLORIDA STATUTES, WITH THE DESIGNATED
DEPARTMENT CLERK, RECEIPT OF WHICH IS
HEREBY ACKNOWLEDGED.


CLERK

12/3/18
DATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Final Order has been sent by

electronic mail to:

Gunster, Yoakley & Steward, P.A.
Luna E. Phillips, Esquire
Suite 1400
450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
Primary Email: lphillips@gunster.com
Secondary Email: mmcleod@gunster.com

Florida Public Service Commission
Theresa Lee Eng Tan, Esquire
Florida Public Service Commission
2450 Shumard Oak Boulevard
Tallahassee, Florida 32399
ltan@psc.state.fl.us

Department of Economic Opportunity
Jon F. Morris, Esquire
Department of Economic Opportunity
107 East Madison Street, Mail Station 110
Tallahassee, Florida 32399
jon.morris@deo.myflorida.com
DEOEservice@deo.myflorida.com

Florida Fish & Wildlife Conservation Comm.
Andrew Scott Grayson, Esquire
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
Andrew.grayson@myfwc.com

Department of Transportation
Kimberly Clark Menchion, Esquire
Department of Transportation
605 Suwannee Street, Mail Station 58
Tallahassee, Florida 32399
Kimberly.menchion@dot.state.fl.us

Southwest Florida Water Management District
Vivian Arenas-Battles, Esquire
Office of General Counsel
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637
Vivian.Arenas-Battles@swfwmd.state.fl.us
Secondary Email: Jessica.Hall@swfwmd.state.fl.us

Broward County
Michael Christopher Owens, Esquire
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
MOwens@broward.org

Department of State
Division of Historical Resources
Carlos A. Rey, Esquire
500 South Bronough Street
Tallahassee, Florida 32399-0250
Carlos.Rey@dos.myflorida.com

Pasco County
Pasco County Attorney's Office
Jeffrey Neil Steinsnyder, Esquire
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654
jsteinsnyder@pascocountyfl.net

Pasco County
Pasco County Attorney's Office
Joseph D. Richards, Esquire
7530 Little Road, Suite 340
New Port Richey, Florida 34654
Primary Email: jrichards@pascocountyfl.net
Secondary Email: lrios@pascocountyfl.net

Department of Environmental Protection

Kelley F. Corbari, Esquire
Michael J. Weiss, Esquire
Office of General Counsel
3900 Commonwealth Blvd., MS 35
Tallahassee, Florida 32399-3000
Kelley.corbari@dep.state.fl.us
Michael.weiss@dep.state.fl.us

Department of Environmental Protection


Cynthia Mulkey
Office of Siting Coordination
2600 Blairstone Rd., M.S. 48
Tallahassee, FL 32399-2600
Cindy.Mulkey@dep.state.fl.us

this 3rd day of December, 2018.

Morrison Law

Angela R. Morrison, Esquire
124 Marriott Drive, Suite 104
Tallahassee, Florida 32309
amorrison@amorrisonlaw.com

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


STACEY D. COWLEY
Administrative Law Counsel

3900 Commonwealth Blvd., M.S. 35
Tallahassee, FL 32399-3000
Telephone 850/245-2242

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**

Conditions of Certification

**Shady Hills Energy Center, LLC
Shady Hills Combined Cycle Facility**

PA18-59

Exhibit A

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ATTACHMENTS

Attachment A	SHCCF Map(s)
Attachment B	Surface Water Management System Plan(s)
Attachment C	Mitigation Plan(s)
Attachment D	Groundwater Monitoring Requirements
Attachment E	Pasco County Special Exception

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 Shady Hills Energy Center, LLC (SHEC) as owner/operator and Licensee of the Shady Hills Combined Cycle Facility (SHCCF). Subject to the requirements contained in these Conditions of Certification (Conditions), SHEC will operate a 573-megawatt (MW) (winter) facility consisting of a natural gas-fired one-on-one combined cycle electrical power plant, comprised of one combustion turbine generator with an associated heat recovery system generator, one steam turbine generator, and associated facilities as described in the Site Certification Application (SCA). The electric generating unit is located on an approximately 14-acre site at 14240 Merchant Energy Way in Pasco County, Florida. A utility right-of-way (ROW) is located on approximately 0.4 acres and an interconnection tie-line ROW is located on approximately 7 acres. These three areas, totaling approximately 22 acres, are all part of the SHCCF. The Universal Transverse Mercator (UTM) coordinates are: Zone 17; 347.44 kilometers (km) East; 3,138.8 km North.

B. The SHCCF includes but is not limited to the following major associated facilities:

- Combustion turbine and auxiliary skids;
- Steam turbine and auxiliary skids;
- Generator and auxiliary skids;
- Heat recovery steam generator and auxiliary skids;
- Steam surface condenser;
- Pumps and heat exchangers;
- 0.6-mile interconnection tie-line;
- 6-cell mechanical draft cooling tower;
- Exhaust stack;
- Generator step-up transformer;
- Auxiliary boiler;
- Electrical equipment enclosures;
- Administration building with control room and maintenance area;
- Warehouse;
- Parking;
- Diesel-fired emergency generator;
- Diesel-fired emergency fire water pump;
- Storage tanks for water, and aqueous ammonia, and diesel fuel;
- High voltage circuit breakers and disconnect switches;
- On-site switchyard;
- Stormwater management system;
- Zero liquid discharge system, including tankage, water treatment building, and solids loading facilities;
- Fire protection systems; and
- On-site reclaimed water, sanitary sewer, and potable water conveyance infrastructure.

SECTION A: GENERAL CONDITIONS

C. These Conditions, unless specifically amended or modified, are binding upon the Licensee and shall apply to the construction, operation, and maintenance of the SHCCF. If a conflict should occur between the design criteria of the SHCCF 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 SHCCF, the Licensee shall provide to the Department in .pdf format: (1) a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the SHCCF, and (2) an aerial photograph delineating the boundaries of the SHCCF and identifying the major components of the associated facilities that are authorized under this Certification. The survey map and aerial photograph shall be identified as the Certified SHCCF Map and attached hereto as part of Attachment A (Maps).

The Licensee shall notify the Department of any change to the SHCCF boundary depicted in the Certified SHCCF Map 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 SHCCF for review by the Department.

[Sections 403.511 and 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 SHCCF shall be in accordance with all applicable non-procedural provisions of the Florida Statutes and the Florida Administrative Code, including, but not limited to, the applicable non-procedural portions of the following Department 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 Administrative Code:

- 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)
- 62-40 (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)
- 62-256 (Open Burning)
- 62-296 (Stationary Sources-Emission Standards)
- 62-297 (Stationary Sources-Emission Monitoring)
- 62-302 (Surface Water Quality Standards)
- 62-303 (Identification of Impaired Surface Waters)
- 62-304 (Total Maximum Daily Loads)

SECTION A: GENERAL CONDITIONS

- 62-330 (Environmental Resource Permitting)
- 62-340 (Delineation of the Landward Extent of Wetlands and Surface Waters)
- 62-342 (Mitigation Banks)
- 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)
- 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)
- 62-710 (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)
- 62-777 (Contaminant Cleanup Target Levels)
- 62-780 (Contaminated Site Clean-Up Criteria)
- 62-814 (Electric and Magnetic Fields)

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 SHCCF 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 A: GENERAL CONDITIONS

[Sections 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 253, 373, 379, and 403, F.S., and any regulation adopted pursuant thereto. In the 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" or "SCA" as defined in Section 403.503(6), F.S. For purposes of this certification, "Application" shall include the original submittal on February 16, 2018, and the first amendment submitted on June 28, 2018, and 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" as defined by Section 403.503(7), F.S. For purposes of certification, those onsite and offsite facilities which directly support the construction and operation of the electrical power plant such as electrical transmission lines, substations, and fuel unloading facilities; pipelines necessary for transporting fuel for the operation of the facility or other fuel transportation facilities; water or wastewater transport pipelines; construction, maintenance, and access roads; and railway lines necessary for transport of construction equipment or fuel for the operation of the facility.

C. "Certification" or "Final Order of Certification" means the written order of the Siting Board or the Secretary of the Florida Department of Environmental Protection approving the Site Certification Application for the licensing of the Shady Hills Combined Cycle Facility with Conditions as the Siting Board or Secretary deem appropriate.

D. "Conditions of Certification" means the conditions attached to the Final Order of Certification and any subsequent modifications.

E. "DEO" means the Florida Department of Economic Opportunity.

F. "DEP" or "Department" means the Florida Department of Environmental Protection.

G. "DHR" means the Florida Department of State, Division of Historical Resources.

H. "DOT" means the Florida Department of Transportation.

I. "Electrical power plant" means, for the purpose of certification, any steam or solar electrical generating facility using any process or fuel, including nuclear materials, except that this term does not include any steam or solar electrical generating facility of less than 75 megawatts in capacity unless the applicant for such a facility elects to apply for certification under this act. This term also includes the site; all associated facilities that will be owned by the applicant that are physically connected to the site; all associated facilities that are indirectly connected to the site by other proposed associated facilities that will be owned by the applicant; and associated transmission lines that will be owned by the applicant which connect the electrical power plant to an existing transmission network or rights-of-way to which the applicant intends

SECTION A: GENERAL CONDITIONS

to connect. At the applicant's option, this term may include any offsite associated facilities that will not be owned by the applicant; offsite associated facilities that are owned by the applicant but that are not directly connected to the site; any proposed terminal or intermediate substations or substation expansions connected to the associated transmission line; or new transmission lines, upgrades, or improvements of an existing transmission line on any portion of the applicant's electrical transmission system necessary to support the generation injected into the system from the proposed electrical power plant.

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 "practicable" 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 the Shady Hills Energy Center, LLC.

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

O. "Post-certification submittal" shall mean a submittal made by the Licensee pursuant to a Condition of Certification.

P. "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., unless otherwise noted.

Q. "Shady Hills Combined Cycle Facility" or "SHCCF", for purposes of these Conditions of Certification, means the certified electrical power plant, the 0.4 acre utility connection easement, the 230 kilovolt (kV) interconnection tie-line, and all other certified on- or off-site associated structures and facilities identified/described in the Application, in the Final Order of Certification, or in a post-certification amendment or modification.

R. "Site" as defined in Section 403.503(28): 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.

S. "State Water Quality Standards" shall mean the numerical and narrative criteria applied to specific water uses or classifications set forth in Chapters 62-302 and 62-520, F.A.C.

T. "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.

U. "SWD" shall mean the DEP Southwest District office.

V. "SWFWMD" means the Southwest Florida Water Management District.

W. "Temporary construction parking and laydown area" means the approximately 20-acre L-shaped area immediately adjacent to the eastern boundary of the site. The Licensee

SECTION A: GENERAL CONDITIONS

will use this area for construction parking and laydown activities while the Licensee constructs the generating facility and other onsite support facilities. This area and these activities are part of the SHCCF and are approved for use on a temporary basis.

X. “Wetlands” shall mean those areas meeting the definition set forth in Section 373.019(27), F.S., as delineated pursuant to Chapter 62-340, F.A.C.

V. FEDERALLY DELEGATED OR APPROVED PERMIT PROGRAMS

Subject to the Conditions set forth herein, this Certification shall constitute the sole license of the State and any agency as to the approval of the location, construction, and operation of the SHCCF except for the issuance of Department licenses required under any federally delegated or approved permit program. This Certification is not a waiver of any other Department approval that may be required under federally delegated or approved programs. In the event of a conflict between the certification process and federally required procedures, the applicable federal requirements shall control.

[Sections 403.5055, 403.508(8), and 403.511(1), F.S.]

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

[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 Certification, the Licensee shall immediately provide the DEP Southwest District (SWD) 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 (email acceptable) of any previously submitted information concerning the SHCCF that is later discovered to be inaccurate.

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

SECTION A: GENERAL CONDITIONS

C. Within 60 days after Certification of an associated linear facility the Licensee shall file a notice of the certified route with the Department’s Office of General Counsel 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 (ROWS) within the corridor.

[Section 403.5112, F.S.]

VIII. EMERGENCY CONDITION NOTIFICATION AND RESTORATION

If the Licensee is temporarily unable to comply with any of the Conditions of Certification due to breakdown of equipment or destruction by hazard of fire, wind or following an emergency as defined by Sections 252.34(4), (7), (8), or (10), F.S., the Licensee shall immediately notify the Department. Notification shall include pertinent information as to the cause of the problem, and what steps are being taken to correct the problem and to prevent its recurrence, and where applicable, the owner's intent toward reconstruction of destroyed facility(ies). Such notification does not release the Licensee from any liability for failure to comply with Department rules. Any exceedances and/or violations recorded during emergency conditions shall be reported as such, but the Department acknowledges that it intends 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.

[Section 62-4.130, F.A.C.]

IX. CONSTRUCTION PRACTICES

A. Local Building Codes

The Conditions of Certification constitute the sole license of the State and any agency as to the approval of the location, construction, and operation of the SHCCF. The Licensee is not required to obtain building permits for the SHCCF. 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.

[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. Vegetation

For areas located in any Florida Department of Transportation (DOT) right-of-way, Chapter 4.6 of the 2010 DOT *Utility Accommodation Manual* shall serve as guidelines for

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best management practices, and may be accessed at the following web address:
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>.

D. 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.

[Chapter 556, F.S.]

E. Electric and Magnetic Fields (EMF)

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

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

F. Existing Wells

Any existing wells to be impacted in the path of construction of SHCCF 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.

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

H. 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 SHCCF and any authorized off-site mitigation/compensation or otherwise associated areas:

1. At reasonable times, to enter upon the SHCCF 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 this Certification.

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[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 cannot be reached, the Department can 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.

[Section 120.57, F.S.; 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, 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 and termination, revocation, or revision of the Certification. The Licensee is

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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 SHCCF which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the SHCCF 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 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 Section 403.512, F.S. This Certification is valid only for the specific processes and operations identified in the SCA and approved in the Final Order of Certification and indicated in the testimony and exhibits in support of this Certification 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 SHCCF that are the cause of such action, and other portions of the SHCCF shall remain unaffected by such action.

[Section 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., except as specifically provided in the Final Order of Certification, a subsequent modification or amendment, or these Conditions, the issuance of these Conditions 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 Certification is not a waiver of or approval of any other Department license/permit that may be required for other aspects of the SHCCF which are not addressed in this Certification. This Certification 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 the SHCCF, 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 this Certification, applicable rules, or regulations of the Department, or any other state statutes or regulations which may apply.

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

XVII. USE OF STATE LANDS

A. Except as specifically provided in the Final Order of Certification or these Conditions, the issuance of this Certification 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.

B. If any portion of the SHCCF 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., except as specifically provided in the Final Order of Certification or these Conditions. If any portion of the SHCCF is located on sovereign submerged lands, the Licensee must submit Section F of Form 62-330.060(1), *Application for Individual and Conceptual Approval Environmental Resource Permit (State 404 Program Permit) and Authorization to Use State-Owned Submerged Lands* to the Department prior to construction. If any portion of the SHCCF 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 SHCCF 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. Unless otherwise provided in the Final Order of Certification or these Conditions, 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: “A person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund under this chapter, until the person has received 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 SHCCF 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, F.S.; Chapters 18-2, 18-14, 18-21, 62-340, and subsections 62-330.060(1) and 62-4.160(4), F.A.C.]

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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 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 5500
2600 Blair Stone Road
Tallahassee, Florida 32399-3000
SCO@dep.state.fl.us

Florida Department of Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida, 33637-0926

Florida Fish & Wildlife Conservation Commission
Conservation Planning Services
620 South Meridian Street, MS 5B5
Tallahassee, Florida 32399-1600
FWCConservationPlanningServices@myfwc.com

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

Florida Department of Agriculture and Consumer Services
Office of General Counsel
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Florida Department of State
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

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Pasco County
County Administration Office
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

[Section 403.511, F.S.]

XX. PROFESSIONAL CERTIFICATION

To ensure protection of public health, safety, and welfare, any construction, modification, or operation of an installation which may be a source of pollution, or of a public drinking water supply, shall be in accordance with sound professional engineering practices pursuant to Chapter 471, F.S.; and all final geological papers or documents involving the practice of the profession of geology shall be in accordance with sound professional geological practices pursuant to Chapter 492, F.S. Where required by Chapter 471 or 492, F.S., applicable portions of amendment requests, petitions for modifications, post-certification submittals, and supporting documents which are submitted to the Department for public record shall be signed and sealed by the professional(s) who prepared or approved them.

[62-4.050, F.A.C.]

XXI. 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 SHCCF and the construction and maintenance of the SHCCF, unless otherwise specified. 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 DEP SWD Office and any other agency that is entitled to receive a submittal pursuant to these Conditions. The DEP SCO shall be copied on all post-certification submittals in electronic .pdf format only, unless otherwise requested, via email to SCO@dep.state.fl.us. Each submittal shall clearly identify the SHCCF 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

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of completeness shall specify the area(s) of the SHCCF 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 agency(ies) 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 SHCCF-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.

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

XXII. POST-CERTIFICATION SUBMITTAL REQUIREMENTS SUMMARY

Within 90 days after issuance of the Final Order of Certification, and within 90 days after any subsequent modification or Certification, the Licensee shall provide the SCO 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

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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.

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.]

XXIII. 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 SCA 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 Section 403.516, F.S.

[Section 403.5113, F.S.]

XXIV. MODIFICATION OF CERTIFICATION

A. Pursuant to Section 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.

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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.

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 expansions, production increases, or process modifications to SHCCF 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 change to SHCCF that results in a change to the boundaries identified in the Certified SHCCF Map (attached hereto as part of Attachment A (Maps)) or the addition or removal of equipment, buildings, or structures that are certified and part of the SHCCF, attached hereto as part of Attachment A (Maps), must be accompanied by a new Certified SHCCF Map showing the proposed new boundaries. Within 120 days after completion of construction of the approved change, the Licensee shall provide the information required by Section A. General Conditions, Condition I. Scope, paragraphs D and E, as appropriate.

[Section 403.516, F.S.; Rule 62-17.211, F.A.C.]

XXV. COASTAL ZONE CONSISTENCY

Pursuant to Sections 373.428 and 403.511, F.S., Certification of the SHCCF 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. WATER QUALITY CERTIFICATION

Pursuant to the Operating Agreement between the Department, Water Management Districts, and U.S. Army Corps of Engineers, a written Final Order granting 'Certification' constitutes Certification by the Department that the SHCCF complies with applicable state water quality standards.

[2012 Operating Agreement, Jacksonville District USACOE, DEP, and Water Management Districts, Section II.A.1. (f)]

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 SHCCF may be initiated by the Licensee's filing of a Notice of Intent to Transfer Certification with the Department's SCO. The notice of intent shall: identify the intended new Certification holder or Licensee; identify current and new entity responsible for compliance with the Certification; and include a written agreement from the intended Licensee/Transferee to abide by all Conditions of Certification, as well as, applicable laws and

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regulations. Upon receiving a complete notice of intent, the transfer shall be approved by the Department unless the Department objects to the transfer on the grounds that the new Licensee will be unable to comply with the Conditions of Certification, specifies in writing its reasons for its objections, and gives notice and an opportunity to petition and administrative hearing pursuant to Section 120.57, F.S. 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 SHCCF 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.

[Chapter 120, F.S.; 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.

[Chapter 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 DEP SWD Office for review, all information necessary for a complete *Application for Individual and Conceptual Approval Environmental Resource Permit* (State 404 Program Permit), DEP Form 62-330.060(1), F.A.C. A copy of the submittal shall also be provided to the SCO.

This form may: a) be 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. Information submitted as a post-certification may be submitted for discrete portions of the SHCCF for a determination of compliance with these Conditions of Certification. Such Environmental Resource Permit (ERP) submittals, once received, shall be reviewed in 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, F.A.C., as applicable, unless otherwise stated in these Conditions. While the information is provided for review via submittal of the ERP form, pursuant to Section 403.511, F.S., issuance of a separate ERP is not required for Certified Facilities.

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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. General Conditions, Condition XXI. Procedures for Post-Certification Submittals.

No construction shall commence on a feature of the SHCCF, 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. General Conditions, Condition XXI. 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 compliance review. Available DEP approved wetland and surface water delineations within the boundaries of the SHCCF or a portion thereof may be used and reproduced for this delineation submittal and verification.

[Section 373.416, F.S.; Chapters 62-330 and 62-340, 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 and 403.504, F.S.]

B. Surface Water Management Systems

1. Information regarding surface water management systems (SWMS) will be reviewed for consistency with the applicable non-procedural requirements under Part IV of Chapter 373, F.S., following submittal of Form 62-330.060(1) F.A.C., to the Department's SWD Office.

2. All construction, operation, and maintenance of the SWMS(s) for the SHCCF shall be as set forth in the plans, specifications, and performance criteria contained in the SCA 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 (Surface Water Management System Plans). Any alteration or modification to the SWMS Plan or the SWMS as certified, requires prior approval from the Department.

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3. To allow for stabilization of all disturbed areas, immediately prior to construction, during construction of the SWMS, and for a 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 work authorized under this Certification, 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 Certification. 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 SWMS 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 SHCCF being served by the SWMS.

5. At least 48 hours prior to the commencement of construction of any new SWMS for any part of a SHCCF 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 62-330.350(1), F.A.C.), indicating the actual start date and the expected completion date.

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 SHCCF being served by that portion or phase of the system.

7. Within 30 days, or such other date as agreed to by DEP and the Licensee, after completion of construction of any new portions of the SWMS, the Licensee shall submit to the DEP SWD Office, and copy the SCO, 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 and Request for Conversion to Operation Phase” (DEP Form 62-330.310(1), F.A.C.). Additionally, if deviations from the

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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.

9. The operation phase of any new SWMS 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 SWD must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in off-site 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.

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

C. Wetland and Other Surface Water Impacts

1. The SHCCF 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 of such adverse impacts. 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 ERP review process pursuant to subparagraph A.1.a, above.

2. Proposed mitigation plans submitted with the DEP ERP Application forms required in subparagraph 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 (Wetland Mitigation Plans).

[Sections 373.413, 373.414, 373.4145, 403.511, and 403.814(6), F.S.; Chapters 62-312, 62-330, 62-340, 62-342, 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 SHCCF.

[Section 403.506(1), F.S.]

XXXI. FACILITY OPERATION

The Licensee shall properly operate and maintain the SHCCF 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

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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 SHCCF.

B. 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 3 years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

C. 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.

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

XXXIII. WATER DISCHARGES

A. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, the Licensee shall not discharge to surface or ground waters of the State, wastes in concentrations, which, alone or in combinations with other substances or components of discharges (whether thermal or non-thermal), are carcinogenic, mutagenic, or teratogenic 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.

B. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, 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, 62-550, and 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., 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.

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C. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, 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.]

XXXIV. SOLID AND HAZARDOUS WASTE

A. *Solid Waste*

The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the SHCCF during construction, operation, maintenance, and closure.

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

B. *Hazardous Waste, Used Oil, Petroleum Contact Water, and Spent Mercury*

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 SHCCF. 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 kilograms (220 lbs) of hazardous waste in any month.

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

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

The Licensee shall comply with all applicable provisions of DEP Chapter 62-740, F.A.C., for any petroleum contact water located within the SHCCF.

[Chapters 62-710, 62-730, 62-737, and 62-740, F.A.C.]

C. *Hazardous Substance Release Notification*

1. If the Licensee has knowledge of any release of a hazardous substance from the SHCCF in a quantity equal to or exceeding the reportable quantity in any 24-hour period shall notify the Department by calling the STATE WATCH OFFICE, (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.]

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D. Contaminated Site Cleanup

The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-780, F.A.C., for any violations of relevant provisions of Chapters 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 Chapters 376 or 403, F.S., or rules promulgated pursuant to Chapters 376 or 403, F.S.

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

XXXV. STORAGE TANK SYSTEMS

Registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems within a SHCCF that stores regulated substances shall be in accordance with Chapters 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 from a storage tank system of a regulated substance exceeding 100 gallons on impervious surfaces, other than secondary containment, such as driveways, airport runways, or other similar asphalt or concrete surfaces, provided that the loss does not come in contact with pervious surfaces or of the discovery of any other incident listed in subsections 62-761.405 or 62-762.411, 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 62-761.405, F.A.C., including a spill or overflow 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 40 CFR Part 302.

C. Discharge Cleanup

If a discharge of a regulated substance occurs at a SHCCF, actions shall be taken immediately to contain, remove, and abate the discharge under all applicable Department rules. The Licensee 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 62-780, 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 62-761, 62-762, and 62-780, F.A.C.]

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SECTION B. SPECIFIC CONDITIONS

I. DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. *Temporary Construction Parking and Laydown Area*

1. Prior to construction of the temporary construction parking and laydown area, the Licensee shall provide detailed plans of the access roads and construction entrances, final grades, and any additional impervious or semi-impervious materials/surfaces needed. Once the Licensee completes construction and the SWD has confirmed this area has been substantially restored to original grade and effectively stabilized with vegetation, the approval for use of this area and the activities associated with it shall terminate. If impervious or semi-impervious materials will need to be in place in an amount exceeding the permitting thresholds listed in Rule 62-330.020, F.A.C., a stormwater management system (SWMS) will need to be included in the design to ensure there will be no adverse water quantity or quality impact at this location.

[Rule 62.330.020, F.A.C.]

2. The following construction sequence and reporting requirements shall be followed for temporary placement of fill in the temporary construction parking and laydown area) or other stockpile areas for the SHCCF:

a. Prior to the placement of fill material for temporary access, the Licensee shall flag and stake the areas to be filled and photograph the areas to show the pre-construction conditions. Photograph locations shall be identified on a location drawing/map(s). The photographs and location drawing/map(s) shall be submitted to the Department prior to placement of fill in these areas;

b. Prior to placement of the temporary fill, best management practices (i.e., hay bales, silt fences, etc.) shall be installed along the perimeter of the fill area to prevent erosion of the material into surface waters or wetlands;

c. Within 14 days of the completion of construction, the temporary fill shall be removed, and the ground elevation contours shall be restored to pre-existing elevations to promote natural re-vegetation of the area;

d. Photographs of the area shall be taken from the same locations as required in subparagraph a., above, within 72 hours of grading of the fill area. These photographs shall be combined with the photographs and location drawing/map(s) required in subparagraph a., above, and shall be submitted to the Department within 14 days of the completion of the regrading; and,

e. Photographs of the area shall be taken from the same locations as required in subparagraph a., above, to show the condition of vegetation and substrate within the temporary fill areas 1 year after grading has been completed. The photographs and a map(s) showing the photograph locations shall be submitted to the Department within 14 days of being taken.

B. *Dry Retention Areas*

Excavation of dry retention areas is limited to authorized design specifications as depicted in the approved project drawings. If limestone bedrock is encountered during construction, the Licensee shall notify the Department immediately and shall cease construction

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in the affected area. The Licensee shall submit a design revision to the Department for review and approval that will demonstrate compliance with Rule 5.4.1.b., of the SWFWMD ERP Applicant's Handbook, Volume II prior to proceeding with construction.

C. Transmission Line Construction

Prior to construction of the on-site Certified 230-kV interconnection tie-line, the Licensee shall provide detailed construction drawings for the 230-kV interconnection tie-line for review and processing as a post-certification submittal.

D. Pipeline Construction

Prior to construction of the natural gas pipeline and potable water, sewer services, reclaimed water, and irrigation pipelines that are part of the SHCCF, the Licensee shall provide detailed construction drawings for review and processing as a post-certification submittal.

E. Sinkholes

The Licensee shall notify the Department of any sinkhole development in the SWMS within 24 hours after discovery and must submit a detailed sinkhole evaluation and repair plan for Department approval within 30 days of discovery.

II. DEPARTMENT OF TRANSPORTATION

A. 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, F.A.C., which may require a right-of-way access approval from DOT.

[Chapters 14-96 and 14-97, F.A.C.]

B. Overweight or Over-Dimensional Loads

Operation of overweight or over-dimensional loads by the Licensee on state transportation facilities during construction and operation of the SHCCF will be subject to safety and permitting requirements of Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for overweight and Over-Dimensional Vehicles, F.A.C.

[Chapter 316, F.S.; Chapter 14-26, F.A.C.]

C. Use of State of Florida Right-of-Way or Transportation Facilities

All usage and crossing of State of Florida ROW (as defined pursuant Section 334.03(21), F.S.) or transportation facilities will be subject to Rule Chapter 14-46, Utilities Installation or Adjustment, F.A.C.; 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.

[Sections 337.403 and 337.404, F.S.; Chapters 14-15 and 14-46, F.A.C.]

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D. 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.

[Chapter 14-15, F.A.C.]

E. Drainage

Any drainage onto State of Florida rights-of-way and transportation facilities will be subject to the requirements of Rule Chapter 14-86, Drainage connections, F.A.C., including the attainment of any permit required thereby. For DOT purposes, right-of-way means land in which the State, the Department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility pursuant to Section 334.03(21), F.S.

[Chapter 14-86, F.A.C.]

F. 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, 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 the 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 SHCCF. 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 obstruction marking and/or lighting of the proposed structure are made mandatory by Florida law (per Rule 14-60.009(4), F.A.C.). For structures under Florida Department of Transportation jurisdiction, application will be made by submitting Florida Department of Transportation Form 725-040-11, Airspace Obstruction Permit Application, in accordance with the instructions therein.

[Chapter 333, F.S.; Rule 14-60.009, F.A.C.]

G. Best Management Practices

Traffic control during SHCCF construction and maintenance will be subject to the standards contained in the Manual on Uniform Traffic Control Devices; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance, and Utility

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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.

If the Licensee uses contractors for the delivery of any overweight or over-dimensional loads to the SHCCF during construction, the Licensee should ensure that its contractors adhere to the necessary standards and receive the necessary permits required under Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Over-Dimensional Vehicles, F.A.C.

[Chapter 316, F.S.; Chapter 14-26, F.A.C.]

IV. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. General Listed Species Surveys

1. The Licensee shall coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) to obtain and follow the current survey protocols for all listed species that may occur within the SHCCF, interconnection tie-line area, construction staging areas, and accessible appropriate buffers within the SHEC property as defined by the listed species' survey protocols, prior to conducting detailed surveys. Guidance related to general and species-specific survey protocols can be found in the appropriate species permitting guidelines/management plan (<http://myfwc.com/wildlifehabitats/imperiled/mangement-plans/>) or in FWC's Florida Wildlife Conservation Guide (FWCG) at <http://myfwc.com/conservation/value/fwcg/>.

2. Surveys shall be conducted prior to clearing and construction in accordance with the survey protocols. The results of those surveys shall be provided to the FWC in a report and coordination shall occur with the FWC on appropriate impact avoidance, minimization, or mitigation methodologies. Reports may be sent to: FWCConservationPlanningServices@MyFWC.com.

[Article IV, Section 9, Florida Constitution; Sections 379.2291 and 403.507, F.S.; Chapter 68A-27, F.A.C.]

B. Specific Listed Species Surveys

Before land clearing and construction activities within the SHCCF, interconnection tie-line area, associated construction staging areas, the Licensee shall conduct an assessment for terrestrial listed species and shall note all habitat, occurrence, or evidence of listed species. Wildlife surveys shall be conducted during the reproductive or "Active" season for each species that falls before the projected clearing activity schedule unless otherwise approved by the FWC. For species that are difficult to detect, the Licensee may make the assumption that the species is present and plan appropriate avoidance/mitigation measures for FWC post-certification review and approval at least 60 days prior to commencing clearing or construction activities within the surveyed area. The surveys required by these Conditions of Certification may be conducted prior to issuance of the Final Order of Certification, in which case this Conditions would be considered satisfied.

1. This survey shall be conducted in accordance with U.S. Fish and Wildlife Service (USFWS) or FWC guidelines and methodologies by a person or firm that is

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knowledgeable and experienced in conducting flora and fauna surveys for each potentially occurring listed species.

2. This survey shall identify locations of breeding sites, nests, and burrows for listed wildlife species. Nests and burrows shall be recorded with global positioning system (GPS) coordinates, identified on an aerial photograph, and submitted with the final listed species report. Although nests and burrows may be recorded individually with GPS, the FWC prefers that any applicable protection radii surrounding groups of nest sites and burrows be included on a site-specific basis, rather than around individual nests and burrows, and be physically marked so that clearing and construction shall avoid impacting them.

3. This survey shall include an estimate of the acreage and percent cover of each existing vegetation community that is contained within the Shady Hills Combined Cycle Facility area to be impacted prior to land clearing and construction activities using a geographic information system (GIS). Examples of such wildlife-based habitat classification schemes include Florida's State Wildlife Action Plan (FWC 2012) or the Natural Communities Guide (Florida Natural Areas Inventory 2010).

[Article IV, Section 9, Florida Constitution; Section 379.2291, F.S.; Chapters 68A-4, 68A-16, and 68A-27, F.A.C.]

C. Listed Species Locations

1. Where any suitable habitat or evidence is found of the presence of listed species, including but not limited to those specified in Paragraph D., below, within the Shady Hills Combined Cycle Faculty area to be impacted, the Licensee shall report those locations to and confer with the FWC regarding the need for additional pre-clearing surveys, and to identify potential avoidance, minimization, or mitigation recommendations. If additional pre-clearing surveys are required by the FWC as appropriate and as specified in these Conditions of Certification, they shall occur in the reproductive season prior to the anticipated date for commencement of clearing and construction. The Licensee shall not construct in areas where evidence of listed species was identified during the initial survey until the particular listed-species issues have been resolved.

2. If listed wildlife species are found, their presence shall be reported to the DEP SCO, the DEP SWD Office, the FWC, and the USFWS.

3. If avoidance of state-listed wildlife species is not feasible, the Licensee shall consult with the FWC to determine the steps appropriate for the species potentially impacted to avoid, minimize, mitigate, or otherwise appropriately address the potential impacts. These steps shall be memorialized in a Wildlife Species Management Plan and submitted to the FWC.

[Article IV, Section 9, Florida Constitution; Section 379.2291, F.S.; Chapter 68A-27, F.A.C.]

D. Gopher Tortoise

1. The Licensee shall conduct surveys for gopher tortoises (*Gopherus polyphemus*), in accordance with the FWC-approved Gopher Tortoise Management Plan (as revised) and the FWC approved Gopher Tortoise Permitting Guidelines, or subsequent FWC approved versions of the Plan or Guidelines. A Burrow survey covering a minimum of 15

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percent of the potential gopher tortoise habitat to be impacted is required. Immediately prior to capturing tortoises for relocation, a 100 percent survey is required to effectively locate and mark all potentially occupied tortoise burrows and to subsequently remove the tortoises. Burrow survey methods are outlined in Appendix 4 of the Gopher Tortoise Permitting Guidelines, “Methods for Locating Gopher Tortoise Burrows on Sites Slated for Development.” Surveys must be conducted as described in Paragraph D.3., below. All surveys completed by authorized agents or other licensees are subject to field verification by the FWC.

2. The Licensee is not required to provide a monitoring compliance assessment for activities that occur more than 25 feet from a gopher tortoise burrow entrance, provided that such activities do not harm gopher tortoises or violate rules protecting gopher tortoises. Examples of such violations noted in the past by the FWC include, but are not limited to, killing or injuring a tortoise more than 25 feet away from its burrow, harassing a tortoise by blocking access to its burrow, and altering gopher tortoise habitat to such an extent that resident tortoises are taken.

3. The Licensee shall coordinate with and provide the FWC detailed gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal. This information shall provide details on the location for on-site recipient areas and any off-site FWC approved temporary contiguous habitat, as well as appropriate mitigation contributions per tortoise, as outlined in the Gopher Tortoise Permitting Guidelines.

4. Any commensal species observed during the burrow excavations that are listed by the FWC shall be relocated in accordance with the applicable guidelines for that species in accordance with Appendix 9 of the Gopher Tortoise Permitting Guidelines.

5. To the maximum extent practicable or feasible, all staging and storage areas shall be sited to avoid impacts to gopher tortoise burrows and habitat.

[Article IV, Section 9, Florida Constitution; Chapters 68A-27 and 68A-4, F.A.C.; Sections 379.2291, 403.5113, and 403.526, F.S.]

V. DEPARTMENT OF STATE – DIVISION OF HISTORICAL RESOURCES

A. Any alterations of the SHCCF involving an expansion of the boundaries identified in the Certified SHCCF Map may need to have a survey as determined in consultation with the Department of State, Division of Historical Resources (DHR). A qualified cultural resources consultant will identify an appropriate work plan for this project based on a thorough review of the Certified Facility. Prior to beginning any field work, the work plan will be reviewed in consultation with DHR. Upon completion of the survey, the results will be compiled into a report which shall be submitted to DHR. If feasible, sites considered to be eligible for the National Register shall be avoided during construction of the project and access roads, and subsequently during maintenance. If avoidance of any discovered sites is not feasible, impact shall be mitigated through archaeological salvage operations or other methods acceptable to DHR, as appropriate.

B. 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 DHR, R.A. Gray Building, 500 South Bronough Street, Room 423, Tallahassee, Florida

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32399-0250, telephone number (850) 245-6333, and the Licensee shall consult with DHR to determine appropriate action.

[Sections 267.061, 403.531, and Chapter 872, F.S.]

VI. 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 the SHCCF. 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.]

VII. PASCO COUNTY

A. Utilities Service Agreement

Provision of the SHCCF's potable water, emergency potable water, reclaimed water, sanitary sewer services, and interconnections for the SHCCF shall be pursuant to the Utilities Service Agreement (USA) between Pasco County and Shady Hills Energy Center, LLC (SHEC) (the Licensee), as approved by the Pasco County Board of County Commissioners (BOCC) on September 4, 2018, and all the agreements referenced and incorporated therein, including amendments thereto.

B. Solid Waste Disposal

1. The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the SHCCF and temporary construction parking and laydown area during construction, operation, maintenance, and closure.
2. The Pasco County Solid Waste Resource Recovery Facility (PCRRF) is not required to accept any of the solid waste generated by the SHCCF's reclaimed water treatment systems which does not meet Pasco County's definition of "processable waste".

[Chapter 62-701, F.A.C.; Section 90-27, Pasco County Code of Ordinances]

C. Interconnection Tie-Line

1. Pasco County intends to grant a 100-foot-wide right-of-way (ROW as defined in Section A, Condition IV.P.) easement to the Licensee for construction and operation of a 0.6-mile-long interconnection tie-line.
 - a. This 100-foot-wide ROW easement will be located within the 200-foot-wide, approximately 0.6-mile-long corridor addressed in the SCA and will be a part of the SHCCF.
 - b. For 1,000 linear feet to the west of the eastern boundary of the interconnection tie-line corridor, the ROW easement shall be located on the southern half of the corridor, unless otherwise mutually agreed upon by Pasco County and the Licensee, or if geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.

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c. For 150 linear feet to the east and to the west from the center of the existing weigh station, located at the entrance to the PCRRF, the ROW easement shall be located on the northern half of the corridor, unless otherwise mutually agreed upon by Pasco County and the Licensee, or if geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.

d. The Licensee shall determine the location of the remaining ROW length within the 200-foot-wide corridor. The Licensee's engineers shall submit to the County as a post-certification submittal, the finalized route of the interconnection tie-line.

[Agreement between Pasco County and Licensee]

2. Licensee may not trim or remove trees outside of the 100-foot-wide ROW easement for the interconnection tie-line unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under *Mandatory Reliability Standards for the Bulk-Power System*, Title 18, Part 40 of the Code of Federal Regulations (CFR). Additionally, the Licensee must comply with the North American Electric Reliability Corporation (NERC), Electric Reliability Standard in *Minimum Vegetation Clearance Distances Facilities Design, Connections, and Maintenance (FAC) FAC-003-3*, and *Transmission Vegetation Management FAC-003-4*, (or subsequent version).

[Title 18 CFR Part 40, FERC; FAC-003-3 and 4, NERC]

a. Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) A300 (Part 1)-2001, as amended.

b. The Licensee shall provide notification, via email, to the Pasco County Administrator at least 3 business days prior to removal of trees 18 inches in diameter at breast height (dbh) and larger within or outside of the 100-foot wide ROW easement for the interconnection tie-line.

[A300 (Part 1)-2001, ANSI; Agreement between Pasco County and Licensee]

3. Within the 200-foot-wide interconnection tie-line corridor, the Licensee is prohibited from erecting any poles or placing any guy-wires closer than 100 feet to the east of the eastern edge of the existing access road to the PCRRF and 100 feet to the west of the western edge of the existing access road at the entrance to the adjacent PCRRF.

[Agreement between Pasco County and Licensee]

4. Except within 300 feet of the Duke Energy Florida LLC's transmission line corridor, the Licensee shall place and maintain the overhead interconnection electrical power lines within the 100-foot-wide ROW easement, a minimum height of 40 feet above finished grade or roadways, measured from the lowest point of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below.

[Agreement between Pasco County and Licensee]

D. Special Exception Approval

1. Except as otherwise provided herein, the Licensee shall comply with the non-procedural requirements of Pasco County's Special Exception (Attachment E) approval

SECTION B: SPECIFIC CONDITIONS

issued for the SHCCF on January 10, 2018 (corrected September 6, 2018), including any subsequent amendments thereto.

2. The Licensee is authorized to access the temporary construction parking and laydown area and the SHCCF via Softwind Lane for the duration of the construction until the Licensee completes construction of the SHCCF and the construction trailers have been removed. Access via Softwind Lane to the SHCCF is prohibited after removal of all construction trailers.

[Agreement between Pasco County and Licensee]

3. The Licensee is authorized to access the SHCCF via Hays Road, Hudson Avenue, and Merchant Energy Way. An access-management analysis is not required to be submitted by the applicant. However, access-management land development code (LDC) requirements may be reviewed as part of the final construction plan review process.

[Section 901.3.A., Pasco County LDC]

E. Site Plan

1. *Conditions of Certification On-Site Copy:* The Licensee shall maintain a copy of the most recent Conditions of Certification at the SHCCF during construction and operation and made available to Pasco County representatives upon request. The Licensee shall maintain a copy of the current Conditions of Certification and include the final Construction Plan in paragraph 2., below, in a weatherproof container, clearly visible from the Pasco County right-of-way on Softwind Lane, and available to Pasco County representatives at all reasonable times until completion of construction in compliance with Section 18-44 Pasco County Code of Ordinances.

[Section 18-44, Pasco County Code of Ordinances]

2. *Construction Plan:*

a. As a post-certification submittal, under Rule 62-17.191, F.A.C., the Licensee shall submit a final Construction Plan for the SHCCF to Pasco County, in accordance with Pasco County LDC Section 403.5 (Construction Plans), confirming that all infrastructure and improvements associated with buildings and structures, not directly associated with power generation, will be installed in conformance with the non-procedural requirements of the Pasco County LDC, including, but not limited to the following: warehouse and administrative building, parking facility, landscaping and buffers, and SWMS. This post-certification submittal will be reviewed in accordance with this Condition (Section B, Condition VII.E.2) rather than Section A., Condition XXI. B-E.

[Rule 62-17.191(1), F.A.C.; Section 403.5, Pasco County LDC]

b. Pasco County must request any additional information needed to complete its review of the final Construction Plan within 21 working days after receipt. The information required shall be equivalent to that which would be submitted for final construction permits required by Pasco County in the absence of Certification to make the submittal both sufficient and complete. A failure by Pasco County to request additional information within 21 working days after the Licensee submits the requested information or responds to a request for additional information shall constitute a finding of completeness. For any changes that are substantial, these changes will be reviewed under the procedures in subparagraph a., above.

SECTION B: SPECIFIC CONDITIONS

[Rule 62-17.191(1)(b), (c)1., and (c)2., F.A.C.; Agreement between Pasco County and Licensee]

c. The Licensee shall respond to any timely requests for additional information within 14 calendar days, unless a longer time is mutually agreed to between Pasco County and Licensee.

[Agreement between Pasco County and Licensee]

d. Within 25 working days after a finding of completeness under subparagraph b., above, Pasco County shall notify the Department and the Licensee, in writing, of its assessment of whether the final Construction Plan, as supplemented, is in compliance with the non-procedural requirements of the Pasco County LDC. If Pasco County determines that the final Construction Plan is not in compliance with non-procedural requirements of the Pasco County LDC, then Pasco County shall notify the Licensee, and suggest corrective measures with particularity.

[Rule 62-17.191(1)(c)3., F.A.C.; Agreement between Pasco County and Licensee]

e. The Licensee's submittal and Pasco County's positive determination of compliance must occur prior to display of the final Construction Plan required under paragraph 1., above. Display of the final Construction Plan following Pasco County's positive determination of compliance must occur prior to commencement of construction of the SHCCF's components not directly related to power generation.

f. Failure of Pasco County to notify the Licensee, in writing, of its compliance assessment within 25 working days after a finding of completeness under subparagraph b., above, shall constitute a positive finding of compliance and the Licensee is authorized to display the final Construction Plan as required under paragraph 1., above, and following that display, to begin construction of the SHCCF's components that are not an integral part of the generating plant (such as the administrative building/warehouse), pursuant to the Conditions of Certification and the final Construction Plan submittal.

[Rule 62-17.191(1)(c)4., F.A.C.; Agreement between Pasco County and Licensee]

g. The Licensee's final Construction Plan submittal is only for the SHCCF's components not directly associated with power generation, therefore this submittal and Pasco County's compliance review shall not affect the Licensee's authority to commence construction and installation of equipment and components directly associated with power generation and associated structures within the SHCCF.

[Section 403.511, F.S.]

h. For any subsequent changes to the final Construction Plan considered to be non-substantial under LDC Section 403.9, the Pasco County Administrator, or their designee, has the authority to review and confirm compliance without following the procedures established in paragraph 2., above. For any changes that are substantial, these changes will be reviewed under the procedures in paragraph 2., above.

[Section 403.9.B., Pasco County LDC]

SECTION B: SPECIFIC CONDITIONS

3. *Commencement of Construction:* The Licensee shall notify the Pasco County Engineering Services Department, Project Management Division at least 5 working days prior to commencing construction of the SHCCF.

[Section 390.2., Pasco County LDC]

4. *Pasco County ROW:* All construction within a Pasco County ROW (for County purposes ROW defined herein means land in which the state, the Florida Department of Transportation, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility and includes the land, air space over the land, and area below the land to the extent the entity holds a property interest therein) must be conducted in accordance with the Pasco County LDC Section 406.5. The Licensee shall notify Pasco County prior to commencement of construction in a Pasco County ROW. The Licensee shall ensure that any improvements installed in ROWs are constructed in compliance with applicable Pasco County standards. The Licensee shall install signs and markings for construction within a Pasco County ROW pursuant to applicable County and DOT standards as referenced in the Pasco County LDC.

[Section 406.5., Pasco County LDC]

5. *Building Permit:* The Licensee shall comply with the applicable provisions of the Florida Building Code, adopted by the Florida Building Commission under Section 553.73, F.S., when constructing the administrative building and warehouse. The Licensee shall submit information about the administrative building and warehouse as a post-certification submittal using the Pasco County building permit application form. Upon completion of construction, the Licensee shall coordinate with building inspectors from Pasco County to ensure that the administrative building and warehouse meet the applicable Florida Building Code. Prior to or at the time of the inspection, the Licensee shall pay the applicable building permit fee for construction of the administrative building and warehouse, pursuant to Pasco County LDC Section 406.4 and Section 18-40, Pasco County Code of Ordinances.

[Section 553.73, F.S.; Section 406.4., Pasco County LDC; Section 18-40, Pasco County Code of Ordinances]

6. *Other Impact Fees and Special Assessments:* Prior to commencement of construction, the Licensee shall pay a one-time fire combat and rescue impact fee in accordance with LDC Section 1302.6, a one-time mobility and administration fee in accordance with LDC Section 1302.2, and an initial solid waste assessment in accordance with Section 90-105, Pasco County Code of Ordinances.

[Section 90-105, Pasco County Code of Ordinances; Sections 1302.2. and 1302.6., Pasco County LDC]

7. *Proposed Signs:* If the Licensee proposes a sign at the entrance of the SHCCF, at any time, the Licensee must submit design plans to Pasco County as a post-certification submittal to confirm consistency with LDC Section 406.1.

[Section 406.1., Pasco County LDC]

F. Design Standards

1. All roads, drainage, and utilities shall be constructed in accordance with County design standards and tested in compliance with the Pasco county Engineering Services

SECTION B: SPECIFIC CONDITIONS

Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (October 2006).

[Section 310.14.B., Pasco County LDC]

2. Prior to occupancy, the Licensee's architect or engineer must submit a certification that the SHCCF has been designed and constructed in accordance with the Americans with Disabilities Act (ADA), as a post-certification submittal.

[Agreement between Pasco County and the Licensee]

G. Fire Protection and Access Management

1. Licensee shall provide fire protection in compliance with the Pasco County LDC Section 904.3, except as set forth in paragraph 4., below.

[Section 904.3., Pasco County LDC]

2. Licensee shall confirm the locations of all fire hydrants proposed for the SHCCF as part of the construction plans being submitted post-certification. The hydrant spacing shall comply with Section 904.2 LDC which adopts the Florida Fire Protection Code (FFPC) 6th Edition, Section 1:18.5.3, and any subsequently amended versions. Specifically, the maximum distance to a fire hydrant from the closest point on the warehouse and administrative building shall not exceed 400 feet.

[Section 904.2., Pasco County LDC]

3. Licensee shall provide for and maintain at all times clearances of 5 feet in front of and to the sides of all fire hydrants. Where required by Pasco County, fire hydrants subject to vehicular damage shall be protected.

[Sections 1:18.5.7.2. and 1:18.5.8., FFPC, 6th Edition]

4. Licensee shall follow Chapter 16 of National Fire Protection Association(NFPA) Code 850 (2015), Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations, during construction of the SHCCF, in lieu of LDC Section 904 or Chapter 16 of NFPA Code 1 (2018). Upon completion of construction, the SHCCF will comply with LDC Section 904.3.

[Chapter 16, Code 850, NFPA, 2015; Sections 407.5., 407.5.B., and 904.3, Pasco County LDC]

5. Licensee shall provide a final fire truck wheel tracking diagram, based on a 240" wheelbase, showing circulation throughout the SHCCF as part of the construction plans being submitted post-certification.

[Section 1:18.2.3.4.3.1., FFPC, 6th Edition]

6. Licensee shall install and maintain a siren operating system, or a 3M Opticom™ system, for emergency access at each gated entrance of the SHCCF.

[Section 1:18.2.2.2., FFPC, 6th Edition]

H. Stormwater Management

1. Prior to any construction activity, the Licensee shall ensure that the applicable erosion and sediment control measures are in place for the SHCCF and the temporary

SECTION B: SPECIFIC CONDITIONS

construction parking and laydown area. At least 2 days prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall notify the Pasco County Stormwater Management Division and shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC Section 902.1.D., to the Pasco County Stormwater Management Department as a post-certification submittal.

[Section 902.1.D., Pasco County LDC]

2. If dewatering is needed during construction of the SHCCF, Licensee shall provide a Dewatering Plan, pursuant to Pasco County LDC Section 902.2, to the Pasco County Engineering Inspections Department, prior to undertaking the dewatering activities, as a post-certification submittal.

[Section 902.2., Pasco County LDC]

3. Prior to commencing construction, Licensee shall pay the standard fee, for the County's nonresidential sediment and erosion control inspections during 3 phases of the erosion sedimentation control (stormwater management) plans for the following: construction and operation of the temporary construction parking and laydown area; construction of the SHCCF; operation of the SHCCF.

[Section 902.1.F., Pasco County LDC; Resolution 18-73, Pasco County Board of County Commissioners]

I. Geotechnical Engineering

1. As a post-certification submittal, and prior to commencement of construction of each foundation, the Licensee shall provide a final Geotechnical Report, which shall include a certification by the design professional that the final design of the foundation to be constructed adheres to the recommendations identified in the report pursuant to LDC Section 807.6.

[Section 807.6., Pasco County LDC]

2. Should any noticeable soil slumping or sinkhole formation become evident before or during construction, the Licensee shall immediately stop all work (except for mitigation activities) in the affected area and notify Pasco County and the SWFWMD. The work shall remain stopped until Pasco County and SWFWMD approve resuming construction activities. The Licensee shall also:

- a. Take immediate measures to ensure no surface water drains into the affected areas;
- b. Visually inspect the affected area;
- c. Excavate and backfill or grout if needed to prevent further subsidence;
- d. Use soil reinforcement materials in the backfilling operation when appropriate;

SECTION B: SPECIFIC CONDITIONS

e. If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of 2 feet from the bottom of the retention pond to the surface of the lime-rock or karst connection; and,

f. If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, amend the SCA to address relocation of the retention area.

3. The Engineer of Record shall provide a statement that certifies that the design of the project is in compliance with the Geotechnical Report.

[Section 807.4., Pasco County LDC]

J. Landscaping and Buffering

1. The Licensee and its landscaping and buffering plans for the SHCCF, shall comply with the applicable, non-procedural landscaping and buffering requirements.

[Section 905.2., Pasco County LDC]

2. Licensee shall pay a fee to Pasco County for planned tree removals based on actual tree removals and consistent with LDC Section 802.

[Section 802, Pasco County LDC]

3. As required under LDC Section 905.2., Licensee shall provide a 10-foot-wide vegetative buffer that includes a single row of trees, maximum 60 feet on center, and a continuous row of evergreen shrubs along the eastern and southern boundaries of the approximately 14-acre parcel where the power generating equipment is being constructed. The Licensee shall also provide a 10-foot-wide vegetative buffer along the northern boundary of the approximately 14-acre parcel, except for 100 feet along that boundary, centered at the point where the SHCCF's power generation components connect to the interconnection tie-line, where trees will be prohibited within that portion of the buffer. No raised berm or fencing is required as part of these buffers. Buffering along the western boundary of the approximately 14-acre parcel is not required. The Licensee remains responsible for maintaining the vegetative buffer until closure of the SHCCF. Upon closure, the property owner shall maintain the vegetative buffer as applicable per the LDC.

[Section 905.2., Pasco County LDC]

4. A Registered Landscape Architect or other person as authorized by Chapter 481, F.S., as amended shall conduct a final field inspection. A notification of compliance shall be provided to the County as a post-certification submittal.

[Chapter 481, F.S.; Section 905.4.H., Pasco County LDC]

K. Parking and Traffic Standards

1. All on-site parking spaces within the SHCCF shall be striped and signed in accordance with the Pasco County LDC Sections 907.1.D.2., 907.1.D.9., and 907.1.D.10.; Section 316.0747, F.S.; and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018). Parking spaces, directional arrows, and stop bars shall be striped in white. It shall be the Licensee's responsibility to properly sign and stripe in accordance with applicable standards.

[Section 907.1., Pasco County LDC]

SECTION B: SPECIFIC CONDITIONS

2. All vehicular use areas shall comply with the applicable requirements of the ADA. To the extent consistent with the ADA, all handicapped parking spaces shall be signed and marked/striped in accordance with Chapter 316, F.S., and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018).

[Chapter 316, F.S.; Agreement between Pasco County and Licensee]

L. Natural Resources

1. If evidence of the presence of Florida or federally protected plant and/or animal species is discovered within the SHCCF or the temporary construction parking and laydown area during construction, the Licensee shall notify Pasco County and applicable agencies within 2 working days of the discovery of the protected species. The Licensee shall immediately stop all work in the affected area until compliance with state and federal guidelines can be demonstrated.

[Section 803, Pasco County LDC]

2. The Licensee shall provide a 100 percent Gopher Tortoise Burrow Survey, conducted according to FWC Guidelines. The Licensee shall coordinate with and provide the FWC and Pasco County gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal.

[Sections 403.5.B.1.o. and 803.2.C., Pasco County LDC]

M. Historical Resources

If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered on the SHCCF or in the temporary construction parking and laydown area, the Licensee shall immediately stop all work and shall notify the Department of State DHR (State Historic Preservation Officer) and Pasco County within 2 working days of the resources being found.

[Section 809.5., Pasco County LDC]

N. Temporary Construction Parking and Laydown Area) Buffer and Access Conditions

1. Pursuant to Pasco County's LDC Section 905.2.D.5., the Licensee may not remove any vegetation within a 10-foot-wide buffer area across the northern perimeter of the temporary construction parking and laydown area, where it abuts the existing PCRRF. This vegetative buffer area shall be maintained until the Licensee completes construction of the SHCCF and no longer utilizes the temporary construction parking and laydown area.

[Section 905.2.D.5., Pasco County LDC]

2. Prior to the start of clearing and grubbing, site preparation, or any soil disturbance, the Licensee shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC Section 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. Licensee shall also notify the Stormwater Management Division 5 days prior to commencing any clearing and grubbing, site preparation, or any soil disturbance.

SECTION B: SPECIFIC CONDITIONS

[Section 902.1.D., Pasco County LDC]

3. The Licensee shall prepare a tree survey in accordance with Pasco County LDC Section 802.3.B.1.b.(1) and provide the tree survey to Pasco County Development Review as a post-certification submittal.

[Section 802.3.B.1.b.(1), Pasco County LDC]

4. Based on the tree survey, the Licensee shall pay a fee to Pasco County for planned tree removals for the caliper inches of replacement trees not planted in accordance with Pasco County LDC Section 802.3.C. and Pasco County Board of County Commission (BOCC) Resolution 08- 284.

[Section 802.3.C., Pasco County LDC; Resolution 08-284, Pasco County BOCC]

5. Licensee shall comply with tree protection requirements as identified in Pasco County.

[Section 802.3.G., Pasco County LDC]

O. Construction Trailers

Licensee shall notify Pasco County Utilities in writing within 5 working days after successful completion of performance testing of the zero liquid discharge system. Within 90 days thereafter unless otherwise mutually agreed to between the Licensee and Pasco County, the Licensee shall remove all temporary construction trailers from SHCCF and the temporary construction parking and laydown area.

[Section 18-52, Pasco County Code of Ordinances]

HISTORY

ATTACHMENTS

ATTACHMENT A: SHCCF Map(s)

(to be inserted upon submittal)

ATTACHMENTS

ATTACHMENT B: Surface Water Management System (SWMS) Plan

A. Completion of Construction

Once SHCCF construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the operation and maintenance phase, all obsolete erosion control materials shall be removed.

B. Operation and Maintenance Phase

1. The SWMS conveyance pipes shall be maintained free of blockage and the pond must be kept free of obstructions or blockage by sediment. Any scouring or erosion at these locations must be repaired.

2. The approved SWMS shall only be used for the purpose of controlling surface water runoff from the site and shall not be used to dispose of or store any solid/liquid waste or products generated or used during operation or construction of the facility.

3. Percolation performance shall be evaluated within the ponds at least every third year. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:

a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.

b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.

4. Within 30 days of any failure of a SWMS or deviation from the authorized design, a report shall be submitted to the Department on Form 62-330.311(1), operation and maintenance inspection certification, describing the remedial actions taken to resolve the failure of deviation. This report shall be signed and sealed by a registered professional.

ATTACHMENTS

ATTACHMENT C: Mitigation Plan(s)

(to be inserted if applicable)

ATTACHMENTS

ATTACHMENT D: Groundwater Monitoring Requirements

(to be inserted if applicable)

ATTACHMENTS

ATTACHMENT E: Pasco County Special Exception

ATTACHMENT E -

Corrected

BEFORE THE PLANNING COMMISSION IN AND FOR PASCO COUNTY

**IN RE: SPECIAL EXCEPTION APPLICATION NO. 7295
SHADY HILLS ELECTRIC COMPANY, LLC**

ORDER

THE PLANNING COMMISSION OF PASCO COUNTY, FLORIDA, on January 10, 2018, with a quorum present and voting, after due public notice, being empowered under Chapter 200, Section 204 of the Pasco County Land Development Code (LDC) to hear and decide requests for special exceptions, does hereby make the following findings, conclusions, and interpretations as applied to the above special exception request for a power generating plant for essential public services in an A-C Agricultural District:

- 1. A transmission and power delivery facility is a specified special exception use as set forth in the A-C Agricultural District.**
- 2. The Planning Commission has heard and considered the presentation and evidence of the applicant and individuals in opposition to and in favor of the application.**
- 3. The Planning Commission has reviewed the report and recommendations of County staff and the following findings of fact:**

FINDINGS OF FACT:

- a. The subject site is a vacant portion of Shady Hills Power Company, LLC power plant tract, encompassing 10 acres of a 30 acre tract owned by Shady Hills Power Company, LLC. The applicant proposes to use the site for a new electric private utility facility (a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant).**

The applicant provided the following narrative:

Proposed Special Exception: Shady Hills Power Company LLC proposes to construct and operate a new electric private utility facility herein described as a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant (Project) in unincorporated Pasco County, Florida. The proposed Project will be constructed on a 10-acre parcel of land (expansion site) situated adjacent to and east of an existing electric power generating plant that Shady Hills Power Company LLC owns and operates. The existing facility was approved by the Pasco County Planning Commission under Special Exception RA5528 dated December 8, 1999. The Site is located on Merchant Energy Way, north of Hudson Road, east of Shady Hills Wastewater Treatment Plant, and south of the Pasco County Resource Recovery facility.

The Project will consist of a single combustion turbine generator equipped with advanced emission control equipment, a heat recovery steam generator with duct burners, a single condensing Steam Turbine Generator, a deaerating surface condenser, a mechanical draft wet cooling tower, and associated ancillary equipment necessary for the generation of electric energy. A short (approximately 1.0 mile) new transmission line will be required as part of the Project that will traverse the resource recovery property and connect to a new Duke substation to be located within Duke's existing transmission lines rights-of-way.

The Project will increase electrical generation capacity that currently exists on the adjacent 20 acres by approximately 550 MWs using economical, fuel-efficient, state-of-the-art technology, while minimizing environmental impacts to the expansion site and surrounding area. The Project will be fired by natural gas only. Natural gas will be transported by Florida Gas Transmission through an existing pipeline lateral connection that terminates at the existing power plant site. The Project will utilize treated wastewater (also referred to as reclaimed water)

obtained from Pasco County from and/or through the Shady Hills Wastewater Treatment Plan for process purposes, including cooling. The Project will secure the rights-of-way by easement with Pasco County and install piping in the rights-of-way to transfer reclaimed water to the County and install piping in the Rights-of-way to transfer reclaimed water to the expansion site. The plant will use zero liquid discharge technology to eliminate industrial wastewater discharge. Potable water and sanitary sewer will be provided by Pasco County from connections at the existing adjacent power plant.

- b. The subject site is 330 feet wide and approximately 1,320 in depth.
- c. Access to the site is from Merchant Energy Way, a private, 2-lane residential paved roadway within a 24-foot wide (varies) private maintained right-of-way in very good condition. The private portion of Merchant Energy Way ties into a 2-lane county paved roadway within a 24 foot wide (varies) county maintained right-of-way that connects to Hudson Avenue, a 2-lane residential roadway within a 24' – 26 foot wide (varies) county maintained right-of-way.
- d. The subject site is located in Flood Zone "X," and development is subject to the requirements of the Land Development Code (LDC), Section 1104, Flood Damage Prevention.
- e. The surrounding area is characterized by an electric generating plant, a wastewater treatment plant, a resource recovery facility, inactive concrete batch plant, single family residential and a planned outdoor shooting range (Pasco Sheriff Office).
- f. The subject area has been designated RES-1 (Residential – 1 du/ga) under the Comprehensive Plan.

- g. The subject site is within the South Market Area and Urban Expansion Area.**
- h. On September 26, 2017, the owner's/applicant's consultants met with the representatives from the Planning and Development Department, the Fire Rescue Department, and the Office of Economic Growth to discuss the expansion of the subject facility.**
- i. On November 17, 2017, the subject request was found to be exempt from Timing and Phasing (Section 901.12.C.1) as the highest and best use of the proposed special exception would result in less than 50 peak hour trips, a.m. or p.m. whichever is higher. Access Management Analysis and Substandard Road Review will be performed at the time of Preliminary Site Plan or Preliminary Development Plan, if applicable.**
- j. On December 8, 1999, the existing facility was approved, with conditions, by the Pasco County Planning Commission under Special Exception Petition No. 5528.**

The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of the County's Comprehensive Plan.
- k. On December 13, 2017 the Planning Commission approved Special Exception No. 7290, with conditions, for a transmission, substation, and power delivery facility for Seminole Electric Cooperative for a parcel located adjacent to the east of the subject site.**
- l. The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of**

the County's Comprehensive Plan.

4. Upon consideration and adoption of the recommendation of staff and the evidence presented at the public hearing, the Planning Commission has determined that the standards for issuing a special exception, as set forth in the Pasco County LDC, Chapter 400, Section 402.4.F. have been met.

5. The special exception requested is consistent with the adopted Pasco County Comprehensive Plan and would not have an adverse effect on the health, safety, and welfare of the public.

Accordingly, it is hereby

ORDERED that Special Exception Application No. 7295 is hereby approved for the property described in Exhibit A attached hereto, subject to the following conditions:

CONDITIONS OF APPROVAL

1. The owner/developer shall provide a new driveway and loop road around the perimeter of the proposed plant expansion. At time of preliminary site plan review, the owner/applicant shall be required to file an access-management analysis for review and approval by the County. The owner/applicant shall be required to comply with any conditions that the approved access-management analysis may require.
2. All access shall be via Hudson Avenue and Merchant Energy Way.
3. The owner/applicant acknowledges that any provision of Pasco County ordinances, not specifically waived shall be in full force and effect, including all applicable conditions of Special Exception Petition No. 5528.
4. The owner/applicant shall enter into a utility service agreement with Pasco County prior to site plan approval.
5. Prior to any development or redevelopment of the site, the owner/applicant shall submit and receive approval of a Preliminary Site Plan, per Land Development Code, Section 403.
6. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

- 7. This special exception shall be limited to power generating facility for essential public services use of power generating facilities (stack, heat recovery steam generator, gas turbine, inlet air filter, generator, take-off tower/circuit breaker/line disconnect switch, step-up transformer, fuel gas condition and pressure regulation station, gas metering yard, auxiliary broiler area, circulating water pumps, cooling tower (fan height 50 feet), steam turbine, electric power distribution center (PDC) 1,500 sq.ft. +/-, surface condenser, new lines, rebuilds and maintenance needs), and associated and ancillary equipment for generation to occur.
- 8. This approval is subject to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals. In addition, staff may initiate an enforcement for violations of the conditions of approval by any of the methods available in the LDC, Section 108, or through revocation of the Special Exception pursuant to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals, or both.
- 9. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Planning and Development Department after the final action.

DONE AND ORDERED effective as of this 10th day of January, 2018.



**PLANNING COMMISSION OF
PASCO COUNTY, FLORIDA**

Shannon Egbert DC

PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

[Signature]

CHAIRMAN
09/06/2018

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

IN RE: SHADY HILLS ENERGY CENTER, LLC
COMBINED CYCLE FACILITY
POWER PLANT SITING APPLICATION
NO. PA18-59

DOAH CASE No.:
18-000995EPP
OGC CASE No.: 18-0119

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S
NOTICE OF FILING PROJECT ANALYSIS REPORT**

Pursuant to Section 403.507(5), Florida Statutes and Chapters 403.501-.518, Florida Statutes, the State of Florida Department of Environmental Protection (Department) provides this Notice of Filing. The Project Analysis Report (PAR) with all appendices including the proposed Conditions of Certification and supporting documentation, may be accessed via the below link, or in the event of difficulties, through the Department's Siting Coordination Office.

http://publicfiles.dep.state.fl.us/Siting/Outgoing/Shady_Hills_CCF/PAR/2018_09_25_PAR_Final.pdf

A copy of the PAR is attached to this Notice of Filing pursuant to Section 403.507(5), Florida Statutes.

Respectfully submitted this 25th day of September 2018.

FOR THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION:



MICHAEL J. WEISS
Assistant General Counsel
Florida Bar No. 111808
Department of Environmental Protection
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000
Telephone: (850) 245-2245
Facsimile: (850) 245-2298
Primary Email: Michael.Weiss@dep.state.fl.us
Secondary Email: Joy.Cottrell@dep.state.fl.us

**SHADY HILLS ENERGY CENTER, LLC
SHADY HILLS COMBINED CYCLE FACILITY
DOAH Case No. 18-000995EPP
COMPLETE CERTIFICATE OF SERVICE**

I hereby certify that I have served a true and correct copy of this document, via electronic mail, upon the attached service list on this 25th day of September 2018.:



MICHAEL J. WEISS
Assistant General Counsel
Florida Bar No: 111808
Department of Environmental Protection
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000
Telephone: (850) 245-2245
Facsimile: (850) 245-2298
Primary Email: Michael.Weiss@dep.state.fl.us
Secondary Email: Joy.Cottrell@dep.state.fl.us

SERVICE LIST

Department of Environmental Protection

Michael J. Weiss, Esquire
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000
Michael.Weiss@dep.state.fl.us
Joy.Cottrell@dep.state.fl.us

Kelley Corbari, Esquire
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, Florida 32399-3000
Kelley.Corbari@dep.state.fl.us
Michelle.M.Knight@dep.state.fl.us

Shady Hills Energy Center, LLC
Luna Phillips, Esquire
Gunster, Yoakley & Stewart, P.A.
Las Olas Centre
450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
LPhillips@gunster.com

Angela Morrison, Esquire
Morrison Law
9144 Ravena Road
Tallahassee, Florida 32309
Amorrison@amorrisonlaw.com

Florida Department of Transportation

Kimberly Menchion, Esquire
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Kimberly.Menchion@dot.state.fl.us

Florida Public Service Commission

Lee Eng Tan, Esquire
Office of General Counsel
Florida Public Service Commission
2450 Shumard Oak Boulevard
Tallahassee, Florida 32399
LTan@psc.state.fl.us

Florida Fish & Wildlife Conservation Commission

Andrew S. Grayson, Esquire
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399
Andrew.grayson@myfwc.com

Florida Department of Economic Opportunity

Jon Morris, Esquire
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Jon.Morris@deo.myflorida.com
Deo.eservice@deo.myflorida.com

Southwest Florida Water Management District

Vivian Arenas-Battles, Esquire
Assistant General Counsel
Southwest Florida Water Management District
7601 US 301 North
Tampa, Florida 33637
Vivian.Arenas-Battles@swfwmd.state.fl.us
Jessica.Stratton@swfwmd.state.fl.us

Pasco County

Jeffrey N. Steinsnyder, Esquire
Pasco County Attorney
Pasco County
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654
Jsteinsnyder@pascocountyfl.net

Joseph Richards, Esquire
Pasco County
7530 Little Road, Suite 340
New Port Richey FL, 34654
Jrichards@pascocountyfl.net

Florida Department of State

Carlos A. Rey, Esquire

R. A. Gray Building

500 South Bronough Street

Tallahassee, FL 32399-0250

Carlos.Rey@dos.myflorida.com

Appendix B-1
FDEP Project Analysis Report

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



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

**Shady Hills Energy Center, LLC
Shady Hills Combined Cycle Facility**

PA18-59

September 25, 2018

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1.0 INTRODUCTION

The Shady Hills Energy Center, LLC (SHEC or Applicant) is proposing to construct and operate a 573-megawatt (MW) (winter) natural gas-fired one-on-one combined cycle electrical power plant and associated facilities in unincorporated Pasco County, Florida. Construction of any new electrical power plant as defined in Section 403.503, Florida Statutes (F.S.), undertaken after October 1, 1973, requires certification under the Florida Electrical Power Plant Siting Act (PPSA). SHEC submitted its Site Certification Application (SCA or Application) to the Florida Department of Environmental Protection's (Department or DEP) Siting Coordination Office (SCO) for the proposed Shady Hills Combined Cycle Facility (SHCCF) on February 16, 2018. SHEC submitted an amendment to the Application on June 28, 2018.

The procedures and requirements for granting or denying a certification to construct and operate an electrical power generating facility in the State of Florida are set forth in the PPSA, Sections 403.501-.518, F.S., and the Electrical Power Plant Siting Rule, Chapter 62-17, Florida Administrative Code (F.A.C.). The Department has been designated as the lead coordinating agency for the review and evaluation of SCAs and is charged with preparing a Project Analysis Report (PAR) that includes a recommendation for granting or denying the requested certification and a recommendation of any proposed conditions which the Department believes should be imposed. This report has been prepared as a fulfillment of specific PPSA requirements and addresses the proposed site and associated facilities.

The DEP Secretary will take final action on the Application if the parties to the proceeding stipulate that there are no disputed issues. However, if there are disputed issues amongst the parties, a certification hearing will be held before a Division of Administrative Hearings, Administrative Law Judge (ALJ). If a hearing is held, the ALJ will issue a Recommended Order and the final action on certification will be made by the Governor and Cabinet sitting as the Siting Board. Pursuant to 403.509(3), F.S.:

“...in determining whether an application should be approved in whole, approved with modifications or conditions, or denied, the board, or secretary when applicable, shall consider whether, and the extent to which, the location, construction, and operation of the electrical power plant will:

- (a) Provide reasonable assurance that operational safeguards are technically sufficient for the public.*
- (b) Comply with applicable nonprocedural requirements of agencies.*
- (c) Be consistent with applicable local government comprehensive plans and land development regulations.*
- (d) Meet the electrical energy needs of the state in an orderly, reliable, and timely.*
- (e) Effect a reasonable balance between the need for the facility as established pursuant to s. 403.519, F.S., and the impacts upon air and water quality, fish and wildlife, water resources, and other natural resources of the state resulting from the construction and operation of the facility.*

(f) *Minimize, through the use of reasonable and available methods, the adverse effects on human health, the environment, and the ecology of the land and its wildlife and the ecology of state waters and their aquatic life.*

(g) *Serve and protect the broad interests of the public.”*

The scope of a certification under the PPSA includes only state, regional, and local requirements. All federal permits are processed separately from the SCA. Permits issued by the State under federally approved or delegated permit programs sought, or modified, in association with this Project include a Prevention of Significant Deterioration (PSD) Air Construction Permit, issued July 27, 2018.

For the purpose of this document:

- Shady Hills Combined Cycle Facility (SHCCF) shall refer to the 573 MW (winter) combined cycle unit including all major electric generation equipment such as combustion turbine, heat recovery steam generator, and steam turbine generator, as well as on-site associated facilities to be owned and operated by the SHEC, including the maintenance and an administration building, switchyard, and stormwater management system;
- Shady Hills Combined Cycle Facility Project (Project) shall refer to the SHCCF Certified Site, the certified 230-kilovolt (kV) interconnection tie-line and corridor, on-site certified utility interconnection rights-of-way, and a temporary construction parking and laydown area; and,
- Shady Hills Combined Cycle Facility Site (Certified Site or Site) shall refer to the approximately 14-acre area proposed for certification that will be occupied by the new SHCCF and the utility interconnection rights-of-way. The Site is located adjacent to and east of the existing Shady Hills Generating Station.

2.0 SITE AND FACILITIES OVERVIEW

The following information and overviews of various aspects of the Project are derived from descriptions and conceptual designs provided by the Applicant within the SCA, any subsequent revisions or amendments, and responses to requests for information from the reviewing agencies.

2.1 Site Location

The proposed SHCCF will be located on a site on Merchant Energy Way, north of State Road (SR) 52 in Pasco County, Florida. The Site is approximately 30 miles north of Tampa and 4.7 miles south of the Pasco/Hernando County line. Refer to Figure 1 for the SHCCF location.

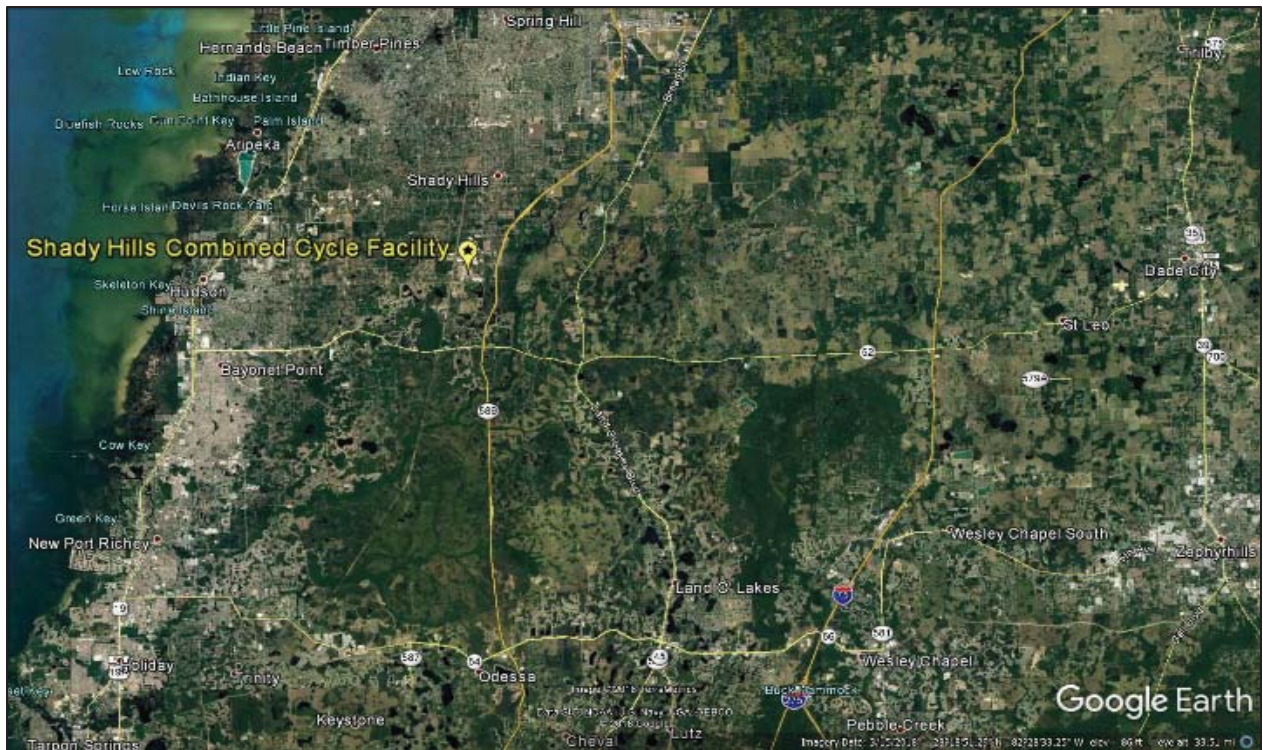
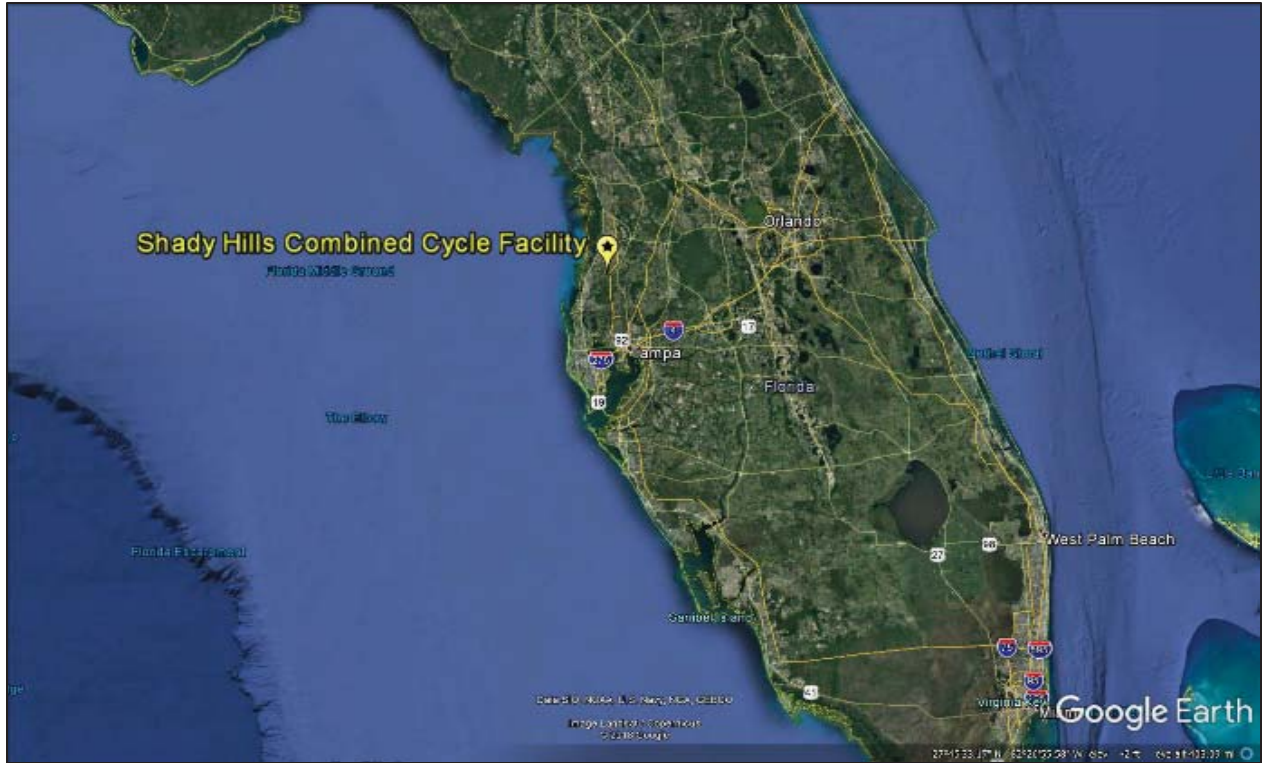


Figure 1. SHCCF Location (© Google Earth, 2018)

2.2 Site Description

The SHCCF electrical generating unit will be located on a portion of a 30-acre parcel of land owned by Shady Hills Power Company, L.L.C. Shady Hills Power Company, L.L.C. is the owner and operator of the Shady Hills Generating Station located on 16-acres of the 30-acre parcel. The SHCCF will be located on approximately 14 acres of the currently undeveloped and vacant portion of the parcel that was previously disturbed and cleared for the temporary laydown, parking, and equipment storage during the construction phase of the Shady Hills Generating Station. The existing Shady Hills Generating Station access and security infrastructure facilities will be shared with the SHCCF. A 230-kV interconnection tie-line corridor will extend from the north end of the Site approximately 0.6 miles to the west. A 0.4-acre utility interconnection right-of-way will be located on the southwest corner of the Site.

Existing vegetation types on the 14-acre SHCCF Site consist of planted pines and native and nonnative invasive ground cover species. A small wooded strip consisting of common woody species is located on the southern edge of the property. An area dominated by improved pastures, live oaks, and planted pines to be used for temporary construction parking and laydown is located to the east of the Site. There are no wetlands within the SHCCF Project area, including the Site, the interconnection tie-line corridor, and the temporary construction parking and laydown area. The SHCCF Site and temporary construction parking and laydown areas are shown in Figure 2.

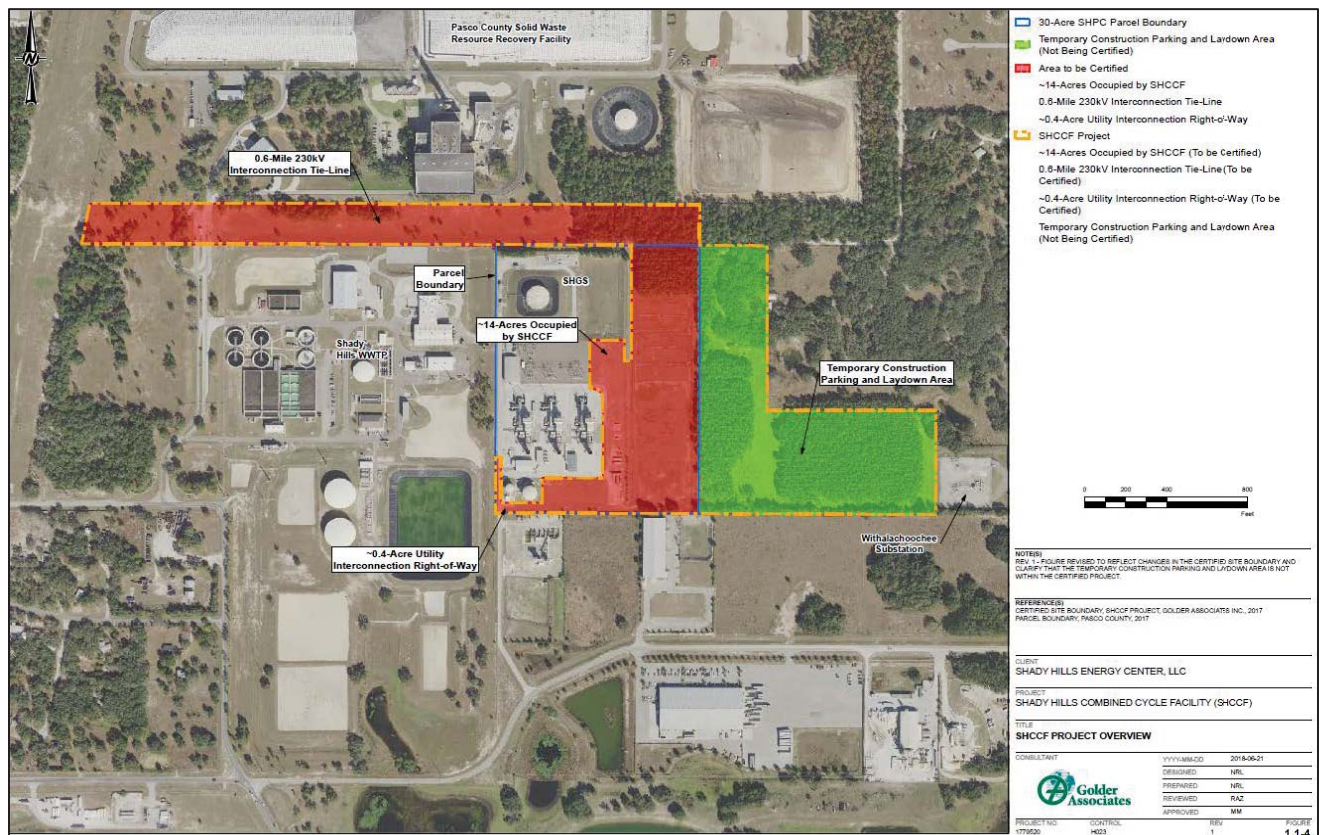


Figure 2. SHCCF Project Boundaries (SHEC SHCCF SCA, Figure 1.1-4)

2.3 Area Land Uses

Land uses surrounding the SHCCF Site include a mixture of industrial/utility and vacant lands. The Shady Hills Generating Station, a substation and electrical transmission lines, a Florida Gas Transmission natural gas pipeline, and the Shady Hills Waste Water Treatment Facility are located to the west of the proposed Site. The Pasco County Solid Waste and Resource Recovery Facility is located north of the Site with vacant lots and a warehouse to the south.

Pasco County has identified several unique areas of ecological significance within the County as Ecological Planning Units and has established methods for protection and conservation of ecologically significant natural resources. There are three Ecological Planning Units within one mile of the Site: Anclote/Cotee Watersheds, Crossbar Sandhills, and Hernando Sandhills.

2.4 Zoning and Land Use Designation

The Project is located within Pasco County's "Agricultural" zoning district, where both public and private utility facilities are allowed. The County's Future Land Use Element of the Comprehensive Plan identifies that the SHCCF, the interconnection tie-line, and the temporary construction parking and laydown area are located on land that is designated for Public/Semi-Public use and allows for a utility to operate if that utility is compatible with other land uses. Land use and zoning consistencies are discussed further in Section 4.0, below.

2.5 Proposed Project Description

SHEC plans to construct and operate a natural gas-fired combined cycle combustion turbine, and associated facilities on an approximately 14-acre site, and a 0.6-mile interconnection transmission corridor. Construction is anticipated to begin mid-2019, with commercial operation beginning in December 2021. Figure 3 shows a conceptual rendering of the completed SHCCF. The proposed combustion turbine generator (CTG) and steam turbine generator (STG) will have a net capacity of approximately 573 MW (winter rating) operating at an ambient air temperature of 59°F with evaporative cooling and duct firing.¹

On-Site Associated Facilities

On-site facilities directly associated with electrical power generation consist of the combustion turbine, heat recovery steam generator (HRSG), STG, mechanical draft cooling tower, exhaust stack, generator step-up transformer, and auxiliary boiler. Other major on-site associated facilities include: electrical equipment enclosures; administration building with control room and maintenance area; warehouse; parking; diesel-fired emergency fire water pump; diesel-fired emergency generator; aboveground water, aqueous ammonia, and diesel fuel storage tanks; on-site switchyard; stormwater management system; and zero liquid discharge (ZLD) system.

¹ Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – *Technical Evaluation & Preliminary Determination for SHEC Shady Hills Combined Cycle Facility*, May 29, 2018.

On-site linear facilities include the natural gas pipeline; and the reclaimed water, sanitary sewer, and potable water conveyance infrastructures from the SHCCF Site boundary to the end use on-site. A 0.4-acre utility interconnection right-of-way is also located on-site.²



Figure 3. Conceptual Rendering of SHCCF and the existing Shady Hills Generating Station Looking East (SHEC SHCCF SCA Figure 1.1-2)

Off-Site Associated Facilities

SHEC is requesting certification of an approximately 0.6-mile 230-kV interconnection transmission tie-line and a tie-line corridor. The proposed tie-line will extend from the north end of the SHCCF Site and will terminate at the new Duke Energy Florida substation.

The Project also includes the temporary use of an approximately 20-acre area, owned by Seminole Electric Cooperative, Inc., located adjacent to the eastern boundary of the SHCCF Site. This temporary construction parking and laydown area will be used for parking, equipment and materials storage, and the location of office trailers and sanitary facilities during construction. Refer to Figure 4 for the layout of the major components of the SHCCF.

² The natural gas metering station and pipelines connecting to the existing gas lateral will be owned and operated by Florida Gas Transmission and are not a part of this SCA. The meters and piping for the reclaimed water, sanitary sewer, and potable water that will not be owned or operated by SHEC are also not a part of this Certification.

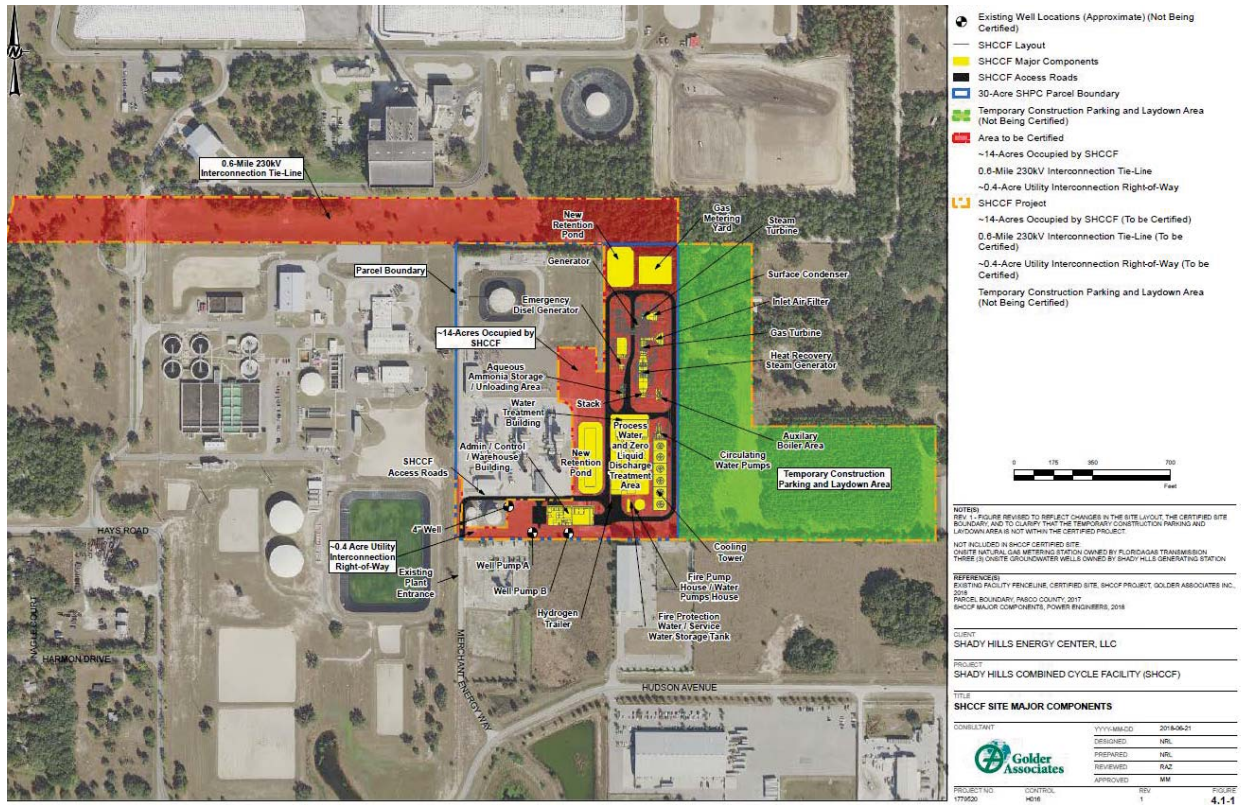


Figure 4. Major Components of the SHCCF (SHEC SHCCF SCA, Figure 4.4-1)

2.5.1 Combustion Turbine Combined Cycle Operation

The Project’s one-on-one combined cycle configuration consists of one nominal 385 MW General Electric Model 7HA.02 CTG, one HRSG with duct firing, and one nominal 210 MW STG. The combined output capacity is 573 MW (winter)³.

There are three major components of a combustion turbine: compressor, combustor, and power turbine. These three components, when connected, are known as a CTG. The compressor draws air into the engine, where it becomes pressurized, and is then passed to the combustion chamber. The combustion system steadily injects a stream of fuel (natural gas) via a ring of fuel injectors into the chamber, where it mixes with air that was previously drawn in by the compressor. The mixture of natural gas and air is burned at temperatures that exceed 2,000°F⁴. The hot combustion gases are then diluted with additional cooler air and directed to the turbine (expansion) section. Energy is recovered in the turbine section in the form of shaft horsepower, which is used to drive the internal compressor section and an electrical generator. Turbine

³ Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – [Technical Evaluation & Preliminary Determination for SHEC Shady Hills Combined Cycle Facility, May 29, 2018](#). Click “Public Oculus Login” button to access.

⁴ U.S. Department of Energy, Office of Fossil Energy website, <https://www.energy.gov/fe/how-gas-turbine-power-plants-work>

exhaust gas is discharged at a temperature greater than 1,125°F, which can be used for additional energy recovery.

The SHCCF 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 a HRSG. The steam is fed to a separate steam turbine, which also drives an electrical generator producing additional electrical power. Cooling water is used in the condenser to convert the steam back into water to be cycled back through the HRSG. After the combustion turbine exhaust gases pass through the HRSG, they are discharged into the atmosphere at significantly lower temperatures via an exhaust stack. The key components of a combined cycle unit are shown in Figure 5 below.

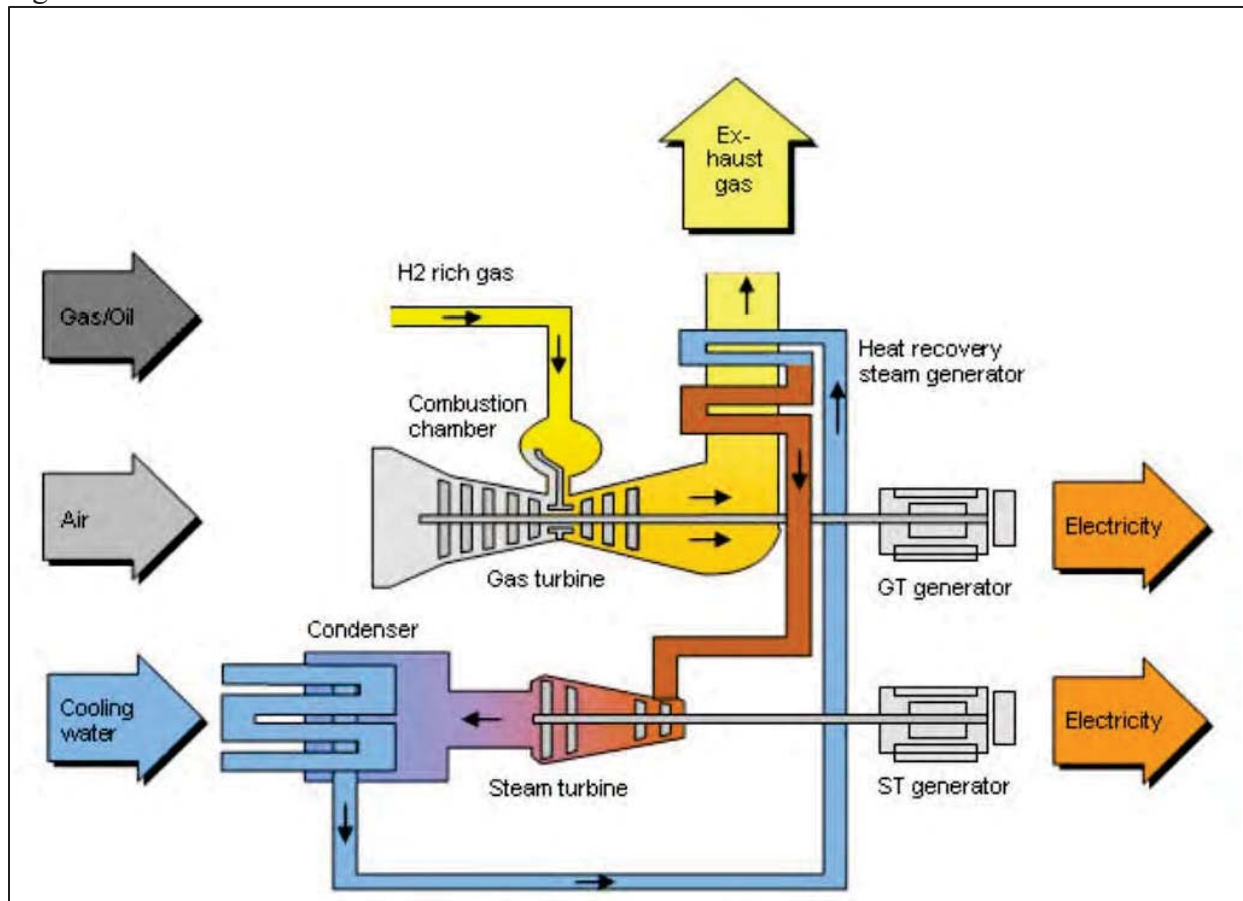


Figure 5. Components of a Combined Cycle Unit⁵

⁵ Image courtesy of: <http://www.powergeneration.siemens.com>

Duct burners in the HRSG may be used to raise the useful heat energy of the gas turbine exhaust, allowing for the production of additional steam generated electricity. While this mode is less efficient, it is useful during periods of high-energy demand, known as peaking⁶.

2.5.2 Cooling System

Steam turbine condenser cooling will be provided by a recirculating cooling water system that use fans to move air through the system for cooling. The system will have six cooling tower cells designed to operate at approximately three cycles-of-concentration. The sources of cooling tower makeup water will be the Pasco County Master Reuse System (PCMRS) and internally recycled process wastewater streams that are from the ZLD system. As a backup, Pasco County will supply potable water for process use in the event that water is not obtained from the PCMRS.

Pasco County's Shady Hills Wastewater Treatment Facility (SHWWTF) provides secondary treatment, filtration, and high-level disinfection and was designed and permitted to meet the criteria of Part III, 62-610, F.A.C. Therefore, the SHCCF open cooling tower use of reclaimed water may be authorized under 62-610.668(2)(b), F.A.C. Reclaimed water from the PCMRS that does not meet Part III criteria will not be used at the SHCCF.

2.5.3 Fuel and Fuel Handling

Natural gas, delivered via an existing Florida Gas Transmission pipeline lateral, will be the sole fuel source for the Project's combined cycle unit and its auxiliary boiler. The 12-inch lateral will be connected to the SHCCF at the northeast corner of the Site. As stated above, the gas metering station and associated pipelines will be constructed, owned, and operated by Florida Gas Transmission and are not a part of this Application.

SHCCF will use ultra-low sulfur diesel (ULSD) fuel that will not exceed 0.0015 percent sulfur for the emergency generator and fire pump. This equipment will run for approximately one to two hours per month for maintenance and testing. Long term use of the equipment is only expected to occur during emergencies and/or catastrophic events. The ULSD will be transported to the facility via fuel trucks and stored in one or more aboveground storage tanks. Refueling activities will occur in specially designated areas.

2.5.4 Zero Liquid Discharge (ZLD) System

SHEC has integrated a ZLD system into the design of the SHCCF. With the use of this system, all wastewater streams will be internally recycled through the ZLD system including: blowdown from the evaporative cooler and HRSG; wastewater from the process wastewater treatment system; wastewater from the makeup demineralizer system; and, water collected in plant and equipment drains after treatment in an oil/water separator. With the use of this system there will be no discharge to surface or ground waters.

⁶ Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – [Technical Evaluation & Preliminary Determination for SHEC Shady Hills Combined Cycle Facility, May 29, 2018](#). Click “Public Oculus Login” button to access.

Wastewater received by the ZLD system is first treated in lime softening clarifiers which removes silica and precipitates hardness. These and other suspended solids are separated by sedimentation and settle towards the bottom of the clarifiers in the form of sludge. The sludge will be dewatered and collected to be transported to an off-site licensed landfill. (Solids generated by the ZLD system are non-hazardous.) Ultrafiltration trains, reverse osmosis systems, electrodeionization, and a brine concentrator and crystallizer are also used to further purify water and remove any residual solids.

The combined storage capacities of the treated wastewater and demineralized water tanks could provide demineralized water to the HRSG/steam turbine cycle for more than three days in the event that both the brine concentrator and the crystallizer are out of service. In the event that one of the two clarifiers is out of service, the plant could continue to operate at or near full capacity. Since three 50% capacity granular filters, ultrafiltration trains, and reverse osmosis trains are included, the plant could continue to operate in the event that one of any of these filter/trains is out of service. Routine maintenance of the ZLD system will be scheduled during routine maintenance outages, and no wastewater will be discharged during these periods.

2.5.5 Stormwater Control

Best management practices will be installed to prevent off-site water quality impacts during construction of the Site, the interconnection tie-line, and the temporary construction parking and laydown area. No stormwater discharge to surface water that would cause off-site water quality impacts is expected during construction.

The on-site stormwater management system for the SHCCF will be designed, constructed, and operated to “treat the 100 year/24-hour storm event, in accordance with the State’s Environmental Resource Permit (ERP) Criteria and Pasco County’s requirements.” This on-site drainage system will include two dry stormwater retention ponds (Pond 1 and Pond 2), and a combination of swales, drop inlets, and underground pipes for the collection and routing of the stormwater runoff to the ponds. Pond 1 (located near the northwest Site boundary) will receive runoff from the northern portion of the Site, while Pond 2 (located near the southwest Site boundary) will receive runoff from the southern portion of the Site. Both ponds will be dry during normal conditions, as peak flows and runoff volume will be reduced due to percolation through pervious surface areas. These dry retention ponds will be built early in development for management of construction Site drainage.

2.5.6 Transmission Lines

The Project will include a new, single circuit 230-kV interconnection tie-line within a corridor that is approximately 200 feet (ft) wide, 0.6 miles long, and occupies 13.7 acres. The tie-line will originate at the northeast corner of the SHCCF northern boundary, extend west across Pasco County owned land where it will then terminate at a new Duke Energy Florida owned substation providing access to the Duke Energy Florida transmission grid. The Applicant must obtain an easement from Pasco County that will narrow the corridor to approximately 100-foot wide prior to construction of the interconnection tie-line, as discussed below in Section 7.0.

The 230-kV interconnection transmission tie-line is subject to the State’s electric and magnetic field rules pursuant to Chapter 62-814, F.A.C. SHEC submitted the required compliance reports for the proposed tie-line and the reports demonstrated compliance with the rule. If there are any deviations from the proposed interconnection configuration submitted in the Application, SHEC

will be required to submit a revised compliance report, 90 days prior to construction of the tie-line, as required in Section 62-814.520(3), F.A.C.

3.0 ENVIRONMENTAL AND SOCIAL IMPACTS

3.1 Air Quality Impacts

The following information is derived from the Department’s Division of Air Resource Management (DARM), Office of Permitting and Compliance Technical Report⁷ for the Project.

DARM regulates major air pollution sources in accordance with Florida’s PSD program pursuant to Rule 62-212.400, F.A.C. PSD preconstruction review is required in areas that are currently in attainment with the state and federal ambient air quality standards (AAQS) or areas designated as “unclassifiable” for criteria pollutants. Commonly addressed PSD pollutants in the power industry include: carbon monoxide (CO), nitrogen oxides (NO_x), particulate matter (PM), PM with a mean diameter of 10 microns or less (PM₁₀), PM with a mean diameter of 2.5 microns or less (PM_{2.5}), sulfur dioxide (SO₂), volatile organic compounds (VOC), lead (Pb), fluorides (F), sulfuric acid mist (SAM), and mercury (Hg). 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). A source that triggers PSD review for a traditional PSD pollutant (listed above) also triggers a PSD review for greenhouse gas emissions (GHG) if the source would emit or have the potential to emit 75,000 tons per year of GHGs on a carbon dioxide equivalent, (CO_{2e}), basis. Under this framework, a source cannot become subject to PSD review solely on the basis of GHG emissions.

The Project is in an area that is currently in attainment with the AAQS or otherwise designated as unclassifiable. It is also not located within an area of influence of a nonattainment area. Therefore, nonattainment New Source Review (NSR) requirements are not applicable. However, the Project emits or has the potential to emit above the SER for at least one PSD pollutant; therefore, the Project is subject to a PSD applicability review.

Table 1 identifies the total estimated emissions increases associated with the Project based on the initial Application. As shown in the Table, the Project is subject to PSD preconstruction review for emissions of: CO, NO_x, PM/PM₁₀/PM_{2.5}, SO₂, GHG and SAM.

⁷ Florida Department of Environmental Protection, Division of Air Resource Management, Office of Permitting and Compliance – [Technical Evaluation & Preliminary Determination for SHEC Shady Hills Combined Cycle Facility, May 29, 2018](#). Click “Public Oculus Login” button to access.

Table 1. Summary of The Applicant’s PSD Applicability Analysis

Pollutant	Annual Emissions, Tons/Year		Subject to PSD?
	Project Potential Emissions	Significant Emission Rate	
CO	187.5	100	Yes
NO _x	126.2	40	Yes
PM	76.0	25	Yes
PM ₁₀	63.1	15	Yes
PM _{2.5}	59.9	10	Yes
SO ₂	90.9	40	Yes
VOC	32.0	40	No
GHG <small>Error! Reference source not found.</small>	1,885,409	75,000	Yes
SAM	15.2	7	Yes

a. Threshold applies only if PSD review triggered for regulated air pollutants other than GHG

Under DEP and U.S. Environmental Protection Agency (EPA) regulations a pollutant specific Best Available Control Technology (BACT) review is required for all pollutants triggering PSD preconstruction review. BACT 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 and economic impacts, and other costs; scientific, engineering, and technical information; and other BACT determinations. BACT cannot be any less stringent than the federal New Source Performance Standards (NSPS) applicable to the source under evaluation. For the SHCCF, DARM conducted the required BACT reviews for CO, NO_x, PM/PM₁₀/PM_{2.5}, SO₂, GHG and SAM.

On May 29, 2018, the Department concluded that:

“Based on the results presented in the air quality impact analysis, the Department has reasonable assurance that the increased pollutant emissions associated with the Project will not cause or significantly contribute to any violation of a NAAQS or PSD increment; in addition, the Department finds that there will be no adverse impact on soils, vegetation, wildlife, or AQRVs in Class I areas.”

The Department further made a preliminary determination that:

“[T]he proposed project will comply with all applicable state and federal air pollution regulations as conditioned by the Draft Permit. This determination is based on a technical review of the complete application, reasonable assurances provided by the applicant, and the conditions specified in the Draft Permit”.

The Applicant and the Sierra Club provided comments on the draft air construction permit. No comments were received from the public. The final air construction permit was issued on July 27, 2018⁸.

3.2 Impacts from Water Discharges

3.2.1 Industrial Wastewater

There will be no discharge of cooling or process water to surface or ground waters from the SHCCF. As discussed above, the ZLD system allows for the treatment and reuse of any industrial wastewater produced during operation of the SHCCF. Consequently, there is no need for surface water discharge structure(s), a diffuser system, or a mixing zone and consequently no NPDES permit for wastewater discharges is required for the SHCCF.

3.2.2 Stormwater Discharges

No adverse impacts to surface water during construction and operation of the SHCCF project are anticipated. A comprehensive stormwater pollution prevention plan will be prepared and implemented, as required under the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities. Due to the use of the two stormwater ponds and the high percolation rates at SHCCF, no discharge to surface waters during operation is anticipated. Surface runoff from the Site is estimated to be zero to 6 inches per year to the surface drainage system.

3.3 Water Use Impacts

The SHCCF primary water uses include cooling, process, service, potable, and irrigation. Cooling water is required for condenser and auxiliary cooling and the associated equipment. Process water is required for combustion turbine inlet air cooling and steam cycle makeup. Other water uses include service water for internal plant uses including fire protection, equipment washing, and potable water for employee use. To the extent landscape irrigation will be needed, reclaimed water will be used, and the amounts are expected to be minimal.

The primary water source for cooling, process, and irrigation will be reclaimed water from Pasco County's SHWWTF and the interconnected Pasco County Master Reuse System (PCMRS). SHEC estimates that approximately 2.5 million gallons per day (MGD) (907.4 million gallons per year), with a maximum of 3.0 MGD, of reclaimed water will be used on an annual average daily basis to operate the SHCCF. The Applicant states in the SCA that the "county's reuse water system is robust and capable of meeting the Project's water needs." The total storage capacity of the SHWWTF and the PCMRS is approximately 622 million gallons.

If reclaimed water is not available at the required quality or quantity, Pasco County could supply up to 3.5 MGD of potable water as an emergency backup source (see Utility Service Agreement attached in Appendix II-7). SHEC has received authorization to access existing allocations of groundwater which Shady Hills Power Company, L.L.C., is authorized to withdraw for the Shady Hills Generating Station under its current water use permit. Due to the robust nature of

⁸ Permit Number 1010524-001-AC (Facility ID # 1010524), available on the following website:
<https://fldep.dep.state.fl.us/air/emission/apds/default.asp>

the PCMRS, the potential use of potable water or groundwater is expected to be very infrequent. In the case where potable water or groundwater was needed, it would be only for the period of time necessary for the PCMRS to come back on-line.

Potable water and service water, which includes fire water, will be supplied by the Pasco County municipal system. The estimated annual average daily usage of service and potable water from Pasco County will be 0.011 MGD (3.68 MGY).

The use of reclaimed water for cooling, process, and irrigation minimizes impacts to groundwater supplies from operation of the SHCCF.

3.4 Sanitary Wastewater Disposal

Sanitary wastes from the operation of SHCCF will be discharged to Pasco County's sanitary sewer system.

3.5 Solid and Hazardous Waste Disposal

All solid (non-hazardous) and hazardous wastes produced or associated with the SHCCF will be managed according to the federal, state, and local regulations.

3.5.1 Solid Non-Hazardous Waste

Solid wastes, such as operational, maintenance, and municipal waste, will be generated in small amounts at the SHCCF. The ZLD system will produce the bulk of the waste associated with operation. This system will produce approximately 41.4 tons of non-hazardous solid waste byproducts per day in the form of filter cakes (16.6 tons) and crystalized salts (24.8 tons). All non-hazardous solid waste will be collected and transported off-site by private licensed waste collection companies for disposal at a permitted facility in accordance with Chapters 62-701 or 62-702, F.A.C.

3.5.2 Hazardous Waste

The SHCCF will be a conditionally exempt small quantity generator, with the Applicant anticipating less than 100 kilograms of hazardous waste per month to be produced by the Project in the form of spent solvents and boiler chemical cleaning wastes. All hazardous waste produced at the SHCCF will be collected on-site and disposed of off-site by a licensed hazardous waste contractor.

3.6 Terrestrial Impacts

The greatest pre-existing stressor to the ecosystem is the loss of natural wildlife habitats that previously existed in and around the Project area prior to the development of the land for industrial, utility, commercial, and residential uses. The construction and operation of the Project will impact a total of approximately 42 acres: 14 acres for the SHCCF, 0.4-acre for the on-site utility easement, approximately 7 acres for the interconnection tie-line, and approximately 20 acres for temporary construction parking and laydown area. According to the Applicant, due to the previously disturbed nature of the lands on and around the Project Site, temporary parking, and construction laydown area impacts to the land are expected to be minimal as the area currently provides subpar habitats for wildlife such as birds, amphibians, and reptiles that are common to the area. No federal/state lands, state forests, springs, scenic rivers, wetlands, or outstanding waters of the State will be impacted by the Project's construction and operation.

3.6.1 Flora

Vegetative communities and land uses were classified utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Level III (Florida Department of Transportation/FDOT, 1999) data from the Southwest Florida Water Management District that were based on field reconnaissance conducted in August and October 2017. The land associated with the Project is comprised of existing utilities (FLUCFCS 830) and vacant lots (FLUCFCS 190) with planted pines (coniferous plantation FLUCFCS 441) and improved pasture (FLUCFCS 211), and a minimal association of live oak hammock (FLUCFCS 427). Therefore, potential for current or future habitat disturbances for listed plant species (Table 2, below) are expected to be minimal. There were no listed floral species within the Site or temporary construction parking and laydown area during the 2017 field reconnaissance. Only a single occurrence of a listed floral species (Pondspice) within a five-mile radius of the Project was found, and due to the lack of a suitable environment, it is not likely to appear at the Project area.

Table 2. State and Federally Listed Floral Species Occurring or Potentially Occurring at the Site or Temporary Construction Parking and Laydown Area

Common Name	Scientific Name	Florida Status	Federal Status	Likelihood of Occurrence
Britton's Beargrass	<i>Nolina brittoniana</i>	E	E	Low
Plume Polypody	<i>Percluma plumula</i>	E	N	Low
Pygmy Pipes	<i>Monotropsis reynoldsiae</i>	E	N	Low
Sand Butterfly Pea	<i>Centrosema arenicola</i>	E	N	Low
Tampa Vervain	<i>Glandularia tampensis</i>	E	N	Low

SSC= Species of Special Concern

E = Endangered

T = Threatened

C= Candidate for Listing

N= Not Listed

3.6.2 Fauna

The potential for utilization of the Site or the temporary construction parking and laydown area by most terrestrial species for foraging, roosting, and/or breeding is limited due to extensive alterations of the area's landscape. Only one listed species, the Gopher Tortoise, was observed during the field reconnaissance in August and October 2017. Table 3 below, shows the state and federally listed faunal species that may occur within the Site and temporary construction parking and laydown area. Although the Site and temporary construction parking and laydown area have been disturbed and are not ideal habitats for wildlife, they may be occasionally used by common resident and migratory non-listed avian species.

The SCA states that the Florida Fish and Wildlife Conservation Commission (FWC) databases show two wading bird rookeries one mile from the Project, and two bald eagle nests: one nest three miles to the northeast; and one nest three miles to the southwest of the SHCCF. The Project is located within the core foraging area of six wood stork colonies, however, the closest colony is approximately ten miles southwest of the Project. The FWC indicated in their agency

report that the Project does not contain significant areas of preferred habitat for nesting, roosting, or foraging by listed species. The Conditions of Certification address the need to conduct species surveys and measures to address the Gopher Tortoise and other listed species.

Table 3. State and Federally Listed Faunal Occurring or Potentially Occurring at the Site or Temporary Construction Parking and Laydown Area

Common Name	Scientific Name	Florida Status	Federal Status	Likelihood of Occurrence
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	T	T	Low
Florida Pine Snake	<i>Pituophis melanoleucus mugitis</i>	T	N	Low
Gopher Tortoise	<i>Gopherus polyphemus</i>	T	C	Present
Short-Tailed Snake	<i>Lampropeltis extenuate</i>	T	N	Low
Sherman’s Fox Squirrel	<i>Sciurus niger shermani</i>	SSC	N	Low
Florida Burrowing Owl	<i>Athene cunicularia floridana</i>	T	N	Low
Florida Sandhill Crane	<i>Antigone canadensis pratensis</i>	T	N	Low
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	T	N	Low

SSC= Species of Special Concern
 E = Endangered
 T = Threatened
 C= Candidate for Listing
 N= Not Listed

3.7 Impacts on Wetlands and Aquatic Species

No impacts to aquatic species or ecosystems are expected due to the absence of wetlands and aquatic systems located on the SHCCF Site, the interconnection tie-line corridor, and the temporary parking and construction laydown areas.

3.8 Noise Impacts

There are no State or federal non-Occupational Safety and Health Administration noise regulations applicable to the Project. However, Pasco County noise ordinances applicable to the SHCCF are codified in the *Code of Ordinances*, Chapter 66, Article IV, Division 2, Sections 66-91 through 66-97⁹.

In December 2017, Golder Associates performed a comprehensive baseline noise study at the SHCCF location and used sound measurement techniques established by the American National

⁹ <https://www.pascocountyfl.net/DocumentCenter/View/3726/Noise?bidId>

Standards Institute. Six monitoring locations were used; four sensitive locations and two industrial locations.

Due to the conservative inputs to the computer model used to predict the future noise levels from SHCCF, and because of the preliminary nature of the equipment information currently available, the overall predicted sound pressure levels in the residential areas including background and Shady Hills Generating Station are not predicted to exceed the Pasco County maximum permissible sound levels of 66 “A-weighted” decibels (dBA) during the daytime and are at the 55 dBA standard during the nighttime. SHEC will verify the SHCCF’s contribution to noise levels in the area after its construction. If SHCCF’s operations cause noise levels above the nighttime/Sunday noise standard of 55 dBA for a nearby residential property, then additional noise control measures will be applied where necessary or operational changes implemented to ensure that the County standard is being achieved.

The Applicant anticipates that all noise impacts associated with construction and operation of the SHCCF will comply with all County standards and limits.

3.9 Transportation Impacts

Federal and State roadways providing access to the SHCCF area include Interstate 75, SR589 (Suncoast Parkway), and SR52. Primary access during construction and operation of the SHCCF include SR 52, Hays Road, Hudson Avenue, Softwind Lane, and Merchant Energy Way.

During construction of the SHCCF, traffic management practices will be implemented during the peak AM and PM hours to and the facility ingress and egress. The contractor for the SHCCF will develop a traffic management plan to include the appropriate traffic management, as necessary, to maintain acceptable Level of Service for access.

During operation, vehicles will enter the SHCCF via an existing entrance from Merchant Energy Way, which is located off Hudson Avenue and Hays Road, both of which are collector roads for SR 52. A traffic impact study from construction and operation of the SHCCF was provided in the SCA (Appendix 10.7.2). SR52, Hays Road, and Hudson Avenue operate at a better Level of Service design standard than currently rated.

The operational workforce for the SHCCF is not anticipated to significantly increase traffic, and no adverse impacts to traffic are anticipated during operation. During peak construction, SHEC anticipates an average of 370 vehicles (maximum) and 13 supply trucks to enter and exit the Site daily. The additional traffic associated with construction-related activities will be temporary and are not anticipated to degrade or result in a long-term impact on the existing roadways.

Changes to the existing roadway system are not required to meet SHCCF Project needs.

3.10 Socioeconomic Impacts

Both the construction and operational phases of the SHCCF are expected to result in positive impacts for Pasco County and the surrounding area through economic output, employment opportunities, and community growth. Direct and indirect regional economic benefits during the construction phase will include construction jobs, purchase and rental of equipment and materials, housing and living expenses for workers, and indirect employment that will be needed to accommodate the influx of workers to the area. The construction phase is anticipated to take

place between mid-2019 through the end of 2021. Employment will average approximately 230 workers over the construction period, with a peak of 370 workers.

The operation of the SHCCF will have both direct and indirect economic benefits including capital expenditures, operation and maintenance expenditures, employment, and property tax revenues. The SHCCF will provide full-time employment for 10 to 15 individuals, with an annual payroll of \$2 million to \$2.5 million during 2022, the first year of operation. Excluding property tax costs and fuel purchases, a fixed operational cost of \$4 million is estimated during the first year. Property taxes will generate over \$5 million annually in 2022 and will total over \$80 million during the plant's 40 year estimated operating period. These taxes will result in a positive impact for Pasco County including county funds, school board, fire district, and its water management district. The County will also benefit from the Applicant's purchase of utility services under the Utilities Service Agreement (USA), as well as other construction and operating fees referenced in Pasco County's agency report.

4.0 LAND USE AND ZONING CONSISTENCY

Pursuant to Section 403.50665(2), F.S., Pasco County is required to file a determination on the consistency of the SHCCF Site and associated facilities with existing land use plans and zoning ordinances. The SHCCF, the 0.6-mile 230-kV interconnection tie-line corridor, the 0.4-acre utility interconnection right-of-way, and the adjacent temporary parking and construction laydown area will be located on land that is designated Public/Semi-Public future land use designation (P/SP). The Project is located within the Agricultural zoning district on the County's Zoning Map.

On July 31, 2018, Pasco County filed its determination that the SHCCF Project is consistent with the existing land use plans and zoning ordinances of Pasco County, Florida.¹⁰

5.0 ARCHAEOLOGICAL AND HISTORIC SITES

The Applicant states that there are no state archaeological landmarks located within five miles of the SHCCF. All lands used for the Project are privately owned and have been used for power production and associated activities since 2002. In 2012, the Shady Hills Power Company, L.L.C., conducted a cultural resource desktop analysis for land to be used for the SHCCF. The analysis consisted of research and review of the Florida Master Site File which serves as an archive and repository of information regarding recorded cultural resources that are listed, eligible, or potentially eligible for the Nation Historic Preservation Act, and resources with potential or confirmed human remains.

On September 20, 2012, the Department of State Division of Historical Resources (DHR) issued a letter of concurrence (see SCA Appendix 10.71) that there were no indications of significant archaeological or historical resources recorded in the Project area. However, DHR noted that there was some potential for undiscovered archaeological resources and included Conditions of Certification to address this conclusion, shown in Appendix I.

¹⁰ Pasco County's Determination of Land Use and Zoning Consistency, filed with Division of Administrative Hearings, July 31, 2018, https://www.doah.state.fl.us/DocDoc/2018/000995/18000995_237_07312018_09042923_e.pdf

The location of the proposed 230-kV interconnection tie-line is owned by Pasco County and has been previously evaluated for cultural resources and archaeological significance for the Wastewater Treatment Facility and the Solid Waste Resource Recovery Facility. Under these development projects, DHR had determined that this area had no significant archaeological and/or historical sites recorded or considered likely to be present (see SCA Appendix 10.71).

Based on the location of the temporary construction parking and laydown area, preliminary findings indicated that this area may have significant archaeological or historical resources recorded with DHR. DHR has submitted proposed Conditions of Certification to address these findings. Refer to Section 9.6 below.

6.0 PUBLIC LANDS

The Project will not displace any human populations. The Project and its associated construction activities will be contained within an area that has been previously disturbed for construction of the Shady Hills Generating Station and will not result in changes to the accessibility or use of nearby landmarks or sensitive areas.

The following state and county preserves and parks are found within a five-mile radius of the Site:

- Crews Lake Wilderness Park
- Arthur F. Engle Memorial Park
- Elsie Logan Memorial Park
- Concourse Nature Center
- Starkey Wilderness Preserve and Park
- The Upper Pithlachascotee River Preserve
- The Cross Bar Ranch Environmental Education Center
- The Jumping Gully Conservation Area

There are no federally-governed regional, scenic, cultural, or natural landmarks located within five miles of the Site.

7.0 LEASES AND EASEMENTS

As part of the Project, the SHEC will acquire a 100-foot-wide right-of-way easement for the 0.6-mile-long 230-kV interconnection tie-line under the USA with Pasco County.

No additional leases, easements, titles, or rights-of-way will be required for the proposed Project.

8.0 PUBLIC NOTICE

SHEC and DEP have both met all public notice requirements set forth in the PPSA statutes and rules. SHEC directly noticed, via mail, approximately 6,500 landowners and residences located within a three-mile radius of the SHCCF Site boundary, and within one quarter-mile from the 230-kV interconnection tie-line. Notice for the receipt of the Application, notices of the land use consistency determination, and notices of the scheduled certification hearing before the administrative law judge were timely published by DEP in the *Federal Administrative Register*, and by the Applicant in the *Tampa Bay Times*.

In addition to those notices required by statute, the Applicant held an open house on April 24, 2018, in New Port Richey, Florida. This event was also noticed in the *Tampa Bay Times* and mailed directly to approximately 6,500 landowners and residences located within a three-mile radius of the SHCCF. The open house allowed SHEC to share detailed information about the Project with the local community; obtain feedback; and answer questions from the public. The Applicant also established a website, email, and phone number for additional public information.

9.0 REVIEWING AGENCY REPORTS

Although 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 fall 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 regarding compliance with the statutory and administrative requirements within their jurisdiction. These agencies are further directed to prepare a written report, within their regulatory capacity, to DEP on matters 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 (attached as Appendix I).

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 DEP's views or positions.

9.1 Florida Public Service Commission (PSC)

On December 21, 2017, Seminole Electric Cooperative, Inc. (Seminole) and SHEC filed a Joint Petition for Determination of Need for the construction of the SHCCF with the PSC pursuant to Sections 366.04 and 403.519, F.S.¹¹, "The SHCCF would provide all of its generating capacity to Seminole pursuant to a tolling agreement between Seminole and SHEC." 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 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. Section 403.519(3), F.S., sets 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

¹¹ "Seminole is an electric utility pursuant to 366.02(2), F.S., while Shady Hills is not. In all instances relevant to docket no.20170267-EC, it is Seminole's need that is at issue. As such, Seminole primarily conducted the analysis and provided the supporting documentation for the need determination in docket no. 20170267-EC. Thus, references in this Order to Seminole's positions, arguments, and data are intended to include Shady Hills in its role as a joint petitioner for the need determination for the Shady Hills Facility."

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

On May 25, 2018, the PSC issued a Final Order Granting Determination of Need for the proposed SHCCF. The following are excerpts from the PSC's Final Order:

"We find that Seminole's models and forecasts of seasonal peak demand and net energy for load through 2027 are reasonable. With the expiration of existing PPAs, we find that Seminole has demonstrated a need for the Shady Hills Facility in 2021 to maintain its system reliability and integrity."

"Based on the forgoing, we find that there are no renewable energy sources and technologies or conservation measures reasonably available to Seminole which might mitigate the need for the proposed Shady Hills Facility."

"Upon review, we find that Seminole's financial, fuel, and environmental cost estimates are reasonable. Accordingly, we find that the Shady Hills Facility would provide adequate electricity at a reasonable cost."

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

9.2 Southwest Florida Water Management District (SWFWMD)

On July 31, 2018, the Department received the final agency report from the SWFWMD regarding its assessment of the SHCCF.

There are no required water use permits associated with the SHCCF. The SWFWMD recommends approval and has no recommended Conditions of Certification.

The SWFWMD's agency report is attached and incorporated as Appendix II-2.

9.3 Florida Fish and Wildlife Conservation Commission (FWC)

The Department received a final agency report from the FWC on August 23, 2018.

According to FWC:

“The Shady Hills Combined Cycle Facility project site does not contain significant areas of preferred habitat for nesting, roosting, or foraging by state-listed wildlife species.”

However, evidence of gopher tortoises has been observed on the Site. If it is shown that any individuals of this species, or any other state-listed species, are present at the Site after conducting all surveys required by the agency, SHEC must report the findings to the FWC.

The FWC recommends approval of the SHCCF with the inclusion of the agency’s proposed Conditions related to listed species of fish and wildlife and their habitats, biological surveys, and mitigation for impacts.

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

9.4 Florida Department of Transportation (DOT)

DOT submitted its agency report on August 24, 2018.

The SCA was reviewed by the DOT to determine any potential impacts to portions of Interstate 75, SR 589 (Suncoast Parkway), SR 52, Hays Road, Hudson Avenue, and Merchant Energy Way during both the construction and operation phases of the Project. The DOT indicates that, with the exception of construction related traffic, there are no apparent impacts to the State Highway System. SHEC indicated in the SCA that a traffic management plan to include the appropriate traffic management and improvements, as necessary, to maintain acceptable Level of Service for the access points will be developed.

The DOT recommends approval of the SHCCF contingent upon SHEC’s compliance with its recommended Conditions of Certification included in Appendix I of this Report.

The DOT’s agency report is attached as Appendix II-4.

9.5 Florida Department of Economic Opportunity (DEO)

The Department received DEO’s agency report on August 24, 2018.

The DEO indicated that the construction and operation of the SHCCF does not raise any land use issues of concern, and that the Project is consistent with the uses allowed by the Pasco County Comprehensive Plan Future Land Use Map laid out in Pasco County Ordinance No. 18-24, which was adopted June 19, 2018, and is consistent with Pasco County’s zoning district.

The DEO’s report stated that the SHCCF is consistent with the following goals of the State Comprehensive Plan (SCP) pursuant to Section 187.201, F.S.

- SCP Policy 6 of Goal 10 Air Quality – “Encourage the development of low-carbon-emitting electric power plants.”
- SCP Policy 8 of Goal 15 Land Use – “Provide for the siting low-carbon- emitting electric power plants.”
- SCP Goal 11 Energy – “Florida shall reduce its energy requirements through conservation and efficiency measures in all end-use sectors and shall reduce atmospheric carbon dioxide by promoting and increased use of renewable energy sources and low-carbon- emitting electric power plants.”

- SCP Policy 6 of Goal 11 Energy – “Increase the efficient use of energy in design and operation of buildings, public utility systems, and other infrastructure and related equipment.”
- SCP Policy 9 of Goal 11 Energy – “Promote the use and development of renewable energy resources and low-carbon- emitting electric power plants.”
- SCP Goal 21 Economy – “Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.”

Pursuant to Section 403.507(3)(b), F.S., the DEO recommends approval of the SCA for the SHCCF, contingent on the Project meeting all applicable certification requirements. The DEO has no proposed Conditions of Certification for the SHCCF.

The DEO’s agency report is attached as Appendix II-5.

9.6 Florida Department of State Division of Historical Resources (DHR)

The Florida Department of State’s DHR filed its agency report on August 27, 2018.

DHR reviewed the Applicant’s SCA and the Cultural Resource Assessment Report of the Shady Hills Combined Cycle Facility Interconnection Tie-Line Parcel. DHR stated in its agency report that “[a]ll current matters regarding historical resources have been addressed.”. The DHR proposed Conditions of Certification are included in Appendix I.

The DHR’s report is attached as Appendix II-6.

9.7 Pasco County

The Department received Pasco County’s agency report on August 31, 2018, and its amended agency report on September 10, 2018.

Based on its review, the County recommends approval of the certification of the Site and associated facilities and finds the Project to be consistent with applicable County ordinances, regulations, standards or criteria, subject to proposed Conditions.

In its report, the County:

“...represents that there are no County nonprocedural requirements not specifically listed in the Site Certification Application, as amended, from which a variance, exemption, exception, or other relief is necessary in order for the proposed site and associated facilities to be certified, other than the approval of an alternative standard related to fire protection in Condition 7.D. below, authorized under Section 407.5 of the Pasco County Land Development Code (LDC)”.

Pasco County has also entered into an agreement (USA) with SHEC for the provision of SHCCF’s potable water, emergency potable water, reclaimed water, sanitary sewer services, and interconnections, as approved by the Pasco County Board of Commissioners on September 4, 2018. The USA also allows for the use of County owned land to install, operate, repair, relocate, and remove interconnection tie-lines, poles, and drainage systems as conditioned in the County’s proposed Conditions of Certification, included in Appendix I.

Putnam County's agency report, including the USA and Special Exceptions, are included in Appendix II-7.

9.8 Florida Department of Environmental Protection (DEP)

The current Operating Agreement between DEP and the SWFWMD concerning division of responsibility for management and storage of surface waters regulation and wetland resource regulation and variances under Chapter 373, Part IV, F.S., conveys responsibility for conducting the Project's ERP review to DEP. The Department's Southwest District ERP program staff reviewed the SCA and concluded that SHEC has provided reasonable assurances that the SHCCF Project will be able to meet the applicable requirements of that program.

DEP Southwest District and Tallahassee staff in all other regulatory programs with jurisdictional authority over other aspects of the Project also reviewed the SCA and provided input for Conditions of Certification.

10.0 PUBLIC COMMENTS

DEP's Siting Coordination Office has not received any written comments concerning SHCCF's SCA.

11.0 VARIANCES

SHEC is obtaining approval of an alternative standard related to fire protection, which is authorized under Section 407.5 of the Pasco County Land Development Code. No other agency identified variances from applicable state, regional or local government standards necessary for this Project.

12.0 CONCLUSIONS AND RECOMMENDATIONS

12.1 Construction Impacts

The following are important considerations regarding construction impacts of the proposed facilities necessary to implement the SHCCF:

- There will be no impacts to the use of regional, scenic, cultural, or natural landmarks during construction.
- A traffic management plan will be developed to include the appropriate traffic management and improvements necessary to maintain acceptable level of service for access points during construction.
- There are no wetlands that will be impacted by construction of the SHCCF.
- Given the proposed measures and requirements, no adverse impacts to terrestrial or aquatic species are expected during construction of SHCCF.
- During the construction phase of approximately 18 months to 24 months, employment will average approximately 230 workers and will peak at 370 workers. Positive impacts for Pasco County and the surrounding area are expected through economic output, employment opportunities, and community growth.

12.2 Operational Impacts

The following are important considerations regarding impacts due to the operation of the SHCCF:

- All produced wastewater streams will be internally recycled through the ZLD system. With the use of this system there will be no discharge to surface or ground waters.
- The use of reclaimed water for cooling, process, and irrigation minimizes impacts to groundwater supplies from operation of the SHCCF.
- An air quality impact analysis demonstrated that the Project would be able to comply with applicable state and federal air pollution regulations and a final PSD permit was issued on July 27, 2018.
- The SHCCF will provide full-time employment with an annual payroll of \$2 million to \$2.5 million during 2022, the first year of operation.
- Property taxes will generate over \$5 million annually in 2022 and will total over \$80 million during the plant's 40 year estimated operating period.
- The SHCCF is consistent with specific goals of the SCP regarding air quality, land use, energy, and the economy.

12.3 Agency Recommendations

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

Table 4. Agency Recommendations

AGENCY	APPROVAL	DENIAL
PSC	√	
SWFWMD	√	
FWC	√	
DOT	√	
DEO	√	
DHR	√	
Pasco County	√	
DEP	√	

12.4 Overall Recommendation

DEP's recommendation includes consideration of the information provided in the agencies' reports required by Section 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.)

The Department has reviewed the SCA and has determined that the proposed electrical power plant will be in compliance and consistent with matters within the Department's standard jurisdiction, including the rules of the Department. The Department has considered affected agency recommendations and has determined that the proposed electrical power plant will be in compliance and consistent with the nonprocedural requirements of affected agencies. The Department has also proposed Conditions of Certification compliant with the PPSA to monitor the SHCCF's impacts and its compliance with applicable non-procedural requirements of the reviewing agencies.

It is Department's recommendation that, with the proposed Conditions of Certification, the SHCCF can be certified, considering the following factors to be weighed in Section 403.509(3) F.S. The extent to which, the location, construction, and operation of the electrical power plant will:

- (a) Provide reasonable assurance that operational safeguards are technically sufficient for the public welfare and protection.
- (b) Comply with applicable nonprocedural requirements of agencies.
- (c) Be consistent with applicable local government comprehensive plans and land development regulations.
- (d) Meet the electrical energy needs of the state in an orderly, reliable, and timely fashion.
- (e) Effect a reasonable balance between the need for the facility as established pursuant to s. 403.519, F.S. and the impacts upon air and water quality, fish and wildlife, water resources, and other natural resources of the state resulting from the construction and operation of the facility.
- (f) Minimize, through the use of reasonable and available methods, the adverse effects on human health, the environment, and the ecology of the land and its wildlife and the ecology of state waters and their aquatic life.
- (g) Serve and protect the broad interests of the public.

DONE AND ISSUED this 25th day of September 2018, at Tallahassee



Cindy Mulkey
Program Administrator
Siting Coordination Office

APPENDIX I. Proposed Conditions of Certification

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



Conditions of Certification

**Shady Hills Energy Center, LLC
Shady Hills Combined Cycle Facility**

PA18-59

Date

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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 Shady Hills Energy Center, LLC (SHEC) as owner/operator and Licensee of the Shady Hills Combined Cycle Facility (SHCCF). Subject to the requirements contained in these Conditions of Certification (Conditions), SHEC will operate a 573-megawatt (MW) (winter) facility consisting of a natural gas-fired one-on-one combined cycle electrical power plant, comprised of one combustion turbine generator with an associated heat recovery system generator, one steam turbine generator, and associated facilities as described in the Site Certification Application (SCA). The electric generating unit is located on an approximately 14-acre site at 14240 Merchant Energy Way in Pasco County, Florida. A utility right-of-way (ROW) is located on approximately 0.4 acres and an interconnection tie-line ROW is located on approximately 7 acres. These three areas, totaling approximately 22 acres, are all part of the SHCCF. The Universal Transverse Mercator (UTM) coordinates are: Zone 17; 347.44 kilometers (km) East; 3,138.8 km North.

B. The SHCCF includes but is not limited to the following major associated facilities:

- Combustion turbine and auxiliary skids;
- Steam turbine and auxiliary skids;
- Generator and auxiliary skids;
- Heat recovery steam generator and auxiliary skids;
- Steam surface condenser;
- Pumps and heat exchangers;
- 0.6-mile interconnection tie-line;
- 6-cell mechanical draft cooling tower;
- Exhaust stack;
- Generator step-up transformer;
- Auxiliary boiler;
- Electrical equipment enclosures;
- Administration building with control room and maintenance area;
- Warehouse;
- Parking;
- Diesel-fired emergency generator;
- Diesel-fired emergency fire water pump;
- Storage tanks for water, and aqueous ammonia, and diesel fuel;
- High voltage circuit breakers and disconnect switches;
- On-site switchyard;
- Stormwater management system;
- Zero liquid discharge system, including tankage, water treatment building, and solids loading facilities;
- Fire protection systems; and
- On-site reclaimed water, sanitary sewer, and potable water conveyance infrastructure.

SECTION A: GENERAL CONDITIONS

C. These Conditions, unless specifically amended or modified, are binding upon the Licensee and shall apply to the construction, operation, and maintenance of the SHCCF. If a conflict should occur between the design criteria of the SHCCF 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 SHCCF, the Licensee shall provide to the Department in .pdf format: (1) a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the SHCCF, and (2) an aerial photograph delineating the boundaries of the SHCCF and identifying the major components of the associated facilities that are authorized under this Certification.. The survey map and aerial photograph shall be identified as the Certified SHCCF Map and attached hereto as part of Attachment A (Maps).

The Licensee shall notify the Department of any change to the SHCCF boundary depicted in the Certified SHCCF Map 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 SHCCF for review by the Department.

[Sections 403.511 and 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 SHCCF shall be in accordance with all applicable non-procedural provisions of the Florida Statutes and the Florida Administrative Code, including, but not limited to, the applicable non-procedural portions of the following Department 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 Administrative Code:

- 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)
- 62-40 (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)
- 62-256 (Open Burning)
- 62-296 (Stationary Sources-Emission Standards)
- 62-297 (Stationary Sources-Emission Monitoring)
- 62-302 (Surface Water Quality Standards)
- 62-303 (Identification of Impaired Surface Waters)
- 62-304 (Total Maximum Daily Loads)

SECTION A: GENERAL CONDITIONS

- 62-330 (Environmental Resource Permitting)
- 62-340 (Delineation of the Landward Extent of Wetlands and Surface Waters)
- 62-342 (Mitigation Banks)
- 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)
- 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)
- 62-710 (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)
- 62-777 (Contaminant Cleanup Target Levels)
- 62-780 (Contaminated Site Clean-Up Criteria)
- 62-814 (Electric and Magnetic Fields)

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 SHCCF 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 A: GENERAL CONDITIONS

[Sections 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 253, 373, 379, and 403, F.S., and any regulation adopted pursuant thereto. In the 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" or "SCA" as defined in Section 403.503(6), F.S. For purposes of this certification, "Application" shall include the original submittal on February 16, 2018, and the first amendment submitted on June 28, 2018, and 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" as defined by Section 403.503(7), F.S. For purposes of certification, those onsite and offsite facilities which directly support the construction and operation of the electrical power plant such as electrical transmission lines, substations, and fuel unloading facilities; pipelines necessary for transporting fuel for the operation of the facility or other fuel transportation facilities; water or wastewater transport pipelines; construction, maintenance, and access roads; and railway lines necessary for transport of construction equipment or fuel for the operation of the facility.

C. "Certification" or "Final Order of Certification" means the written order of the Siting Board or the Secretary of the Florida Department of Environmental Protection approving the Site Certification Application for the licensing of the Shady Hills Combined Cycle Facility with Conditions as the Siting Board or Secretary deem appropriate.

D. "Conditions of Certification" means the conditions attached to the Final Order of Certification and any subsequent modifications.

E. "DEO" means the Florida Department of Economic Opportunity.

F. "DEP" or "Department" means the Florida Department of Environmental Protection.

G. "DHR" means the Florida Department of State, Division of Historical Resources.

H. "DOT" means the Florida Department of Transportation.

I. "Electrical power plant" means, for the purpose of certification, any steam or solar electrical generating facility using any process or fuel, including nuclear materials, except that this term does not include any steam or solar electrical generating facility of less than 75 megawatts in capacity unless the applicant for such a facility elects to apply for certification under this act. This term also includes the site; all associated facilities that will be owned by the applicant that are physically connected to the site; all associated facilities that are indirectly connected to the site by other proposed associated facilities that will be owned by the applicant; and associated transmission lines that will be owned by the applicant which connect the electrical power plant to an existing transmission network or rights-of-way to which the applicant intends

SECTION A: GENERAL CONDITIONS

to connect. At the applicant's option, this term may include any offsite associated facilities that will not be owned by the applicant; offsite associated facilities that are owned by the applicant but that are not directly connected to the site; any proposed terminal or intermediate substations or substation expansions connected to the associated transmission line; or new transmission lines, upgrades, or improvements of an existing transmission line on any portion of the applicant's electrical transmission system necessary to support the generation injected into the system from the proposed electrical power plant.

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 "practicable" 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 the Shady Hills Energy Center, LLC.

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

O. "Post-certification submittal" shall mean a submittal made by the Licensee pursuant to a Condition of Certification.

P. "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., unless otherwise noted.

Q. "Shady Hills Combined Cycle Facility" or "SHCCF", for purposes of these Conditions of Certification, means the certified electrical power plant, the 0.4-acre utility connection easement, the 230 kilovolt (kV) interconnection tie-line, and all other certified on- or off-site associated structures and facilities identified/described in the Application, in the Final Order of Certification, or in a post-certification amendment or modification.

R. "Site" as defined in Section 403.503(28): 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.

S. "State Water Quality Standards" shall mean the numerical and narrative criteria applied to specific water uses or classifications set forth in Chapters 62-302 and 62-520, F.A.C.

T. "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.

U. "SWD" shall mean the DEP Southwest District office.

V. "SWFWMD" means the Southwest Florida Water Management District.

W. "Temporary construction parking and laydown area" means the approximately 20-acre L-shaped area immediately adjacent to the eastern boundary of the site. The Licensee

SECTION A: GENERAL CONDITIONS

will use this area for construction parking and laydown activities while the Licensee constructs the generating facility and other onsite support facilities. This area and these activities are part of the SHCCF and are approved for use on a temporary basis.

X. “Wetlands” shall mean those areas meeting the definition set forth in Section 373.019(27), F.S., as delineated pursuant to Chapter 62-340, F.A.C.

V. FEDERALLY DELEGATED OR APPROVED PERMIT PROGRAMS

Subject to the Conditions set forth herein, this Certification shall constitute the sole license of the State and any agency as to the approval of the location, construction, and operation of the SHCCF except for the issuance of Department licenses required under any federally delegated or approved permit program. This Certification is not a waiver of any other Department approval that may be required under federally delegated or approved programs. In the event of a conflict between the certification process and federally required procedures, the applicable federal requirements shall control.

[Sections 403.5055, 403.508(8), and 403.511(1), F.S.]

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

[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 Certification, the Licensee shall immediately provide the DEP Southwest District (SWD) 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 (email acceptable) of any previously submitted information concerning the SHCCF that is later discovered to be inaccurate.

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

SECTION A: GENERAL CONDITIONS

C. Within 60 days after Certification of an associated linear facility the Licensee shall file a notice of the certified route with the Department's Office of General Counsel 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 (ROWS) within the corridor.

[Section 403.5112, F.S.]

VIII. EMERGENCY CONDITION NOTIFICATION AND RESTORATION

If the Licensee is temporarily unable to comply with any of the Conditions of Certification due to breakdown of equipment or destruction by hazard of fire, wind or following an emergency as defined by Sections 252.34(4), (7), (8), or (10), F.S., the Licensee shall immediately notify the Department. Notification shall include pertinent information as to the cause of the problem, and what steps are being taken to correct the problem and to prevent its recurrence, and where applicable, the owner's intent toward reconstruction of destroyed facility(ies). Such notification does not release the Licensee from any liability for failure to comply with Department rules. Any exceedances and/or violations recorded during emergency conditions shall be reported as such, but the Department acknowledges that it intends 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.

[Section 62-4.130, F.A.C.]

IX. CONSTRUCTION PRACTICES

A. *Local Building Codes*

The Conditions of Certification constitute the sole license of the State and any agency as to the approval of the location, construction, and operation of the SHCCF. The Licensee is not required to obtain building permits for the SHCCF. 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.

[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. *Vegetation*

For areas located in any Florida Department of Transportation (DOT) right-of-way, Chapter 4.6 of the 2010 DOT *Utility Accommodation Manual* shall serve as guidelines for

SECTION A: GENERAL CONDITIONS

best management practices, and may be accessed at the following web address:
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>.

D. 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.

[Chapter 556, F.S.]

E. Electric and Magnetic Fields (EMF)

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

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

F. Existing Wells

Any existing wells to be impacted in the path of construction of SHCCF 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.

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

H. 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 SHCCF and any authorized off-site mitigation/compensation or otherwise associated areas:

1. At reasonable times, to enter upon the SHCCF 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 this Certification.

SECTION A: GENERAL CONDITIONS

[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 cannot be reached, the Department can 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.

[Section 120.57, F.S.; 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, 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 and termination, revocation, or revision of the Certification. The Licensee is

SECTION A: GENERAL CONDITIONS

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 SHCCF which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the SHCCF 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 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 Section 403.512, F.S. This Certification is valid only for the specific processes and operations identified in the SCA and approved in the Final Order of Certification and indicated in the testimony and exhibits in support of this Certification 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 SHCCF that are the cause of such action, and other portions of the SHCCF shall remain unaffected by such action.

[Section 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., except as specifically provided in the Final Order of Certification, a subsequent modification or amendment, or these Conditions, the issuance of these Conditions 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 Certification is not a waiver of or approval of any other Department license/permit that may be required for other aspects of the SHCCF which are not addressed in this Certification. This Certification 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 the SHCCF, 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 this Certification, applicable rules, or regulations of the Department, or any other state statutes or regulations which may apply.

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

XVII. USE OF STATE LANDS

A. Except as specifically provided in the Final Order of Certification or these Conditions, the issuance of this Certification 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.

B. If any portion of the SHCCF 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., except as specifically provided in the Final Order of Certification or these Conditions. If any portion of the SHCCF is located on sovereign submerged lands, the Licensee must submit Section F of Form 62-330.060(1), *Application for Individual and Conceptual Approval Environmental Resource Permit (State 404 Program Permit) and Authorization to Use State-Owned Submerged Lands* to the Department prior to construction. If any portion of the SHCCF 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 SHCCF 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. Unless otherwise provided in the Final Order of Certification or these Conditions, 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: “A person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund under this chapter, until the person has received 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 SHCCF 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, F.S.; Chapters 18-2, 18-14, 18-21, 62-340, and subsections 62-330.060(1) and 62-4.160(4), F.A.C.]

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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 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 5500
2600 Blair Stone Road
Tallahassee, Florida 32399-3000
SCO@dep.state.fl.us

Florida Department of Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida, 33637-0926

Florida Fish & Wildlife Conservation Commission
Conservation Planning Services
620 South Meridian Street, MS 5B5
Tallahassee, Florida 32399-1600
FWCConservationPlanningServices@myfwc.com

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

Florida Department of Agriculture and Consumer Services
Office of General Counsel
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Florida Department of State
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

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Pasco County
County Administration Office
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

[Section 403.511, F.S.]

XX. PROFESSIONAL CERTIFICATION

To ensure protection of public health, safety, and welfare, any construction, modification, or operation of an installation which may be a source of pollution, or of a public drinking water supply, shall be in accordance with sound professional engineering practices pursuant to Chapter 471, F.S.; and all final geological papers or documents involving the practice of the profession of geology shall be in accordance with sound professional geological practices pursuant to Chapter 492, F.S. Where required by Chapter 471 or 492, F.S., applicable portions of amendment requests, petitions for modifications, post-certification submittals, and supporting documents which are submitted to the Department for public record shall be signed and sealed by the professional(s) who prepared or approved them.

[62-4.050, F.A.C.]

XXI. 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 SHCCF and the construction and maintenance of the SHCCF, unless otherwise specified. 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 DEP SWD Office and any other agency that is entitled to receive a submittal pursuant to these Conditions. The DEP SCO shall be copied on all post-certification submittals in electronic .pdf format only, unless otherwise requested, via email to SCO@dep.state.fl.us. Each submittal shall clearly identify the SHCCF 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

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of completeness shall specify the area(s) of the SHCCF 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 agency(ies) 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 SHCCF-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.

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

XXII. POST-CERTIFICATION SUBMITTAL REQUIREMENTS SUMMARY

Within 90 days after issuance of the Final Order of Certification, and within 90 days after any subsequent modification or Certification, the Licensee shall provide the SCO 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

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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.

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.]

XXIII. 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 SCA 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 Section 403.516, F.S.

[Section 403.5113, F.S.]

XXIV. MODIFICATION OF CERTIFICATION

A. Pursuant to Section 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.

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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.

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 expansions, production increases, or process modifications to SHCCF 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 change to SHCCF that results in a change to the boundaries identified in the Certified SHCCF Map (attached hereto as part of Attachment A (Maps)) or the addition or removal of equipment, buildings, or structures that are certified and part of the SHCCF, attached hereto as part of Attachment A (Maps), must be accompanied by a new Certified SHCCF Map the proposed new boundaries. Within 120 days after completion of construction of the approved change, the Licensee shall provide the information required by Section A. General Conditions, Condition I. Scope, paragraphs D, E, F, or G, as appropriate.

[Section 403.516, F.S.; Rule 62-17.211, F.A.C.]

XXV. COASTAL ZONE CONSISTENCY

Pursuant to Sections 373.428 and 403.511, F.S., Certification of the SHCCF 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. WATER QUALITY CERTIFICATION

Pursuant to the Operating Agreement between the Department, Water Management Districts, and U.S. Army Corps of Engineers, a written Final Order granting 'Certification' constitutes Certification by the Department that the SHCCF complies with applicable state water quality standards.

[2012 Operating Agreement, Jacksonville District USACOE, DEP, and Water Management Districts, Section II.A.1.(f)]

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 SHCCF may be initiated by the Licensee's filing of a Notice of Intent to Transfer Certification with the Department's SCO. The notice of intent shall: identify the intended new Certification holder or Licensee; identify current and new entity responsible for compliance with the Certification; and include a written agreement from the intended Licensee/Transferee to abide by all Conditions of Certification, as well as, applicable laws and

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regulations. Upon receiving a complete notice of intent, the transfer shall be approved by the Department unless the Department objects to the transfer on the grounds that the new Licensee will be unable to comply with the Conditions of Certification, specifies in writing its reasons for its objections, and gives notice and an opportunity to petition and administrative hearing pursuant to Section 120.57, F.S. 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 SHCCF 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.

[Chapter 120, F.S.; Rule 62-17.211, F.A.C.]

XXIX. 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.

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

XXX. 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 DEP SWD Office for review, all information necessary for a complete *Application for Individual and Conceptual Approval Environmental Resource Permit* (State 404 Program Permit), DEP Form 62-330.060(1), F.A.C. A copy of the submittal shall also be provided to the SCO.

This form may: a) be 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. Information submitted as a post-certification may be submitted for discrete portions of the SHCCF for a determination of compliance with these Conditions of Certification. Such Environmental Resource Permit (ERP) submittals, once received, shall be reviewed in 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, F.A.C., as applicable, unless otherwise stated in these Conditions. While the information is provided for review via submittal of the ERP form, pursuant to Section 403.511, F.S., issuance of a separate ERP is not required for Certified Facilities.

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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. General Conditions, Condition XX. Procedures for Post-Certification Submittals.

No construction shall commence on a feature of the SHCCF, 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. General Conditions, 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 compliance review. Available DEP approved wetland and surface water delineations within the boundaries of the SHCCF or a portion thereof may be used and reproduced for this delineation submittal and verification.

[Section 373.416, F.S.; Chapters 62-330 and 62-340, 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 and 403.504, F.S.]

B. Surface Water Management Systems

1. Information regarding surface water management systems (SWMS) will be reviewed for consistency with the applicable non-procedural requirements under Part IV of Chapter 373, F.S., following submittal of Form 62-330.060(1) F.A.C., to the Department's SWD Office.

2. All construction, operation, and maintenance of the SWMS(s) for the SHCCF shall be as set forth in the plans, specifications, and performance criteria contained in the SCA 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 (Surface Water Management System Plans). Any alteration or modification to the SWMS Plan or the SWMS as certified, requires prior approval from the Department.

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3. To allow for stabilization of all disturbed areas, immediately prior to construction, during construction of the SWMS, and for a 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 work authorized under this Certification, 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 Certification. 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 SWMS 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 SHCCF being served by the SWMS.

5. At least 48 hours prior to the commencement of construction of any new SWMS for any part of a SHCCF 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 62-330.350(1), F.A.C.), indicating the actual start date and the expected completion date.

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 SHCCF being served by that portion or phase of the system.

7. Within 30 days, or such other date as agreed to by DEP and the Licensee, after completion of construction of any new portions of the SWMS, the Licensee shall submit to the DEP SWD Office, and copy the SCO, 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 and Request for Conversion to Operation Phase” (DEP Form 62-330.310(1), F.A.C.). Additionally, if deviations from the

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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.

9. The operation phase of any new SWMS 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 SWD must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in off-site 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.

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

C. Wetland and Other Surface Water Impacts

1. The SHCCF 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 of such adverse impacts. 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 ERP review process pursuant to subparagraph A.1.a, above.

2. Proposed mitigation plans submitted with the DEP ERP Application forms required in subparagraph 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 (Wetland Mitigation Plans).

[Sections 373.413, 373.414, 373.4145, 403.511, and 403.814(6), F.S.; Chapters 62-312, 62-330, 62-340, 62-342, and 62-345, F.A.C.]

XXXI. 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 SHCCF.

[Section 403.506(1), F.S.]

XXXII. FACILITY OPERATION

The Licensee shall properly operate and maintain the SHCCF 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

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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.]

XXXIII. RECORDS MAINTAINED AT THE FACILITY

A. These Conditions or a copy thereof shall be kept at the SHCCF.

B. 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 3 years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

C. 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.

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

XXXIV. WATER DISCHARGES

A. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, the Licensee shall not discharge to surface or ground waters of the State, wastes in concentrations, which, alone or in combinations with other substances or components of discharges (whether thermal or non-thermal), are carcinogenic, mutagenic, or teratogenic 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.

B. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, 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, 62-550, and 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., 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.

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C. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, 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.]

XXXV. SOLID AND HAZARDOUS WASTE

A. Solid Waste

The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the SHCCF during construction, operation, maintenance, and closure.

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

B. Hazardous Waste, Used Oil, Petroleum Contact Water, and Spent Mercury

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 SHCCF. 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 kilograms (220 lbs) of hazardous waste in any month.

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

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

The Licensee shall comply with all applicable provisions of DEP Chapter 62-740, F.A.C., for any petroleum contact water located within the SHCCF.

[Chapters 62-710, 62-730, 62-737, and 62-740, F.A.C.]

C. Hazardous Substance Release Notification

1. If the Licensee has knowledge of any release of a hazardous substance from the SHCCF in a quantity equal to or exceeding the reportable quantity in any 24-hour period shall notify the Department by calling the STATE WATCH OFFICE, (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.]

SECTION A: GENERAL CONDITIONS

D. Contaminated Site Cleanup

The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-780, F.A.C., for any violations of relevant provisions of Chapters 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 Chapters 376 or 403, F.S., or rules promulgated pursuant to Chapters 376 or 403, F.S.

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

XXXVI. STORAGE TANK SYSTEMS

Registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems within a SHCCF that stores regulated substances shall be in accordance with Chapters 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 from a storage tank system of a regulated substance exceeding 100 gallons on impervious surfaces, other than secondary containment, such as driveways, airport runways, or other similar asphalt or concrete surfaces, provided that the loss does not come in contact with pervious surfaces or of the discovery of any other incident listed in subsections 62-761.405 or 62-762.411, 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 62-761.405, F.A.C., including a spill or overflow 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 40 CFR Part 302.

C. Discharge Cleanup

If a discharge of a regulated substance occurs at a SHCCF, actions shall be taken immediately to contain, remove, and abate the discharge under all applicable Department rules. The Licensee 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 62-780, 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 62-761, 62-762, and 62-780, F.A.C.]

SECTION B: SPECIFIC CONDITIONS

SECTION B. SPECIFIC CONDITIONS

I. DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. *Temporary Construction Parking and Laydown Area*

1. Prior to construction of the temporary construction parking and laydown area, the Licensee shall provide detailed plans of the access roads and construction entrances, final grades, and any additional impervious or semi-impervious materials/surfaces needed. Once the Licensee completes construction and the SWD has confirmed this area has been substantially restored to original grade and effectively stabilized with vegetation, the approval for use of this area and the activities associated with it shall terminate. If impervious or semi-impervious materials will need to be in place in an amount exceeding the permitting thresholds listed in Rule 62-330.020, F.A.C., a stormwater management system (SWMS) will need to be included in the design to ensure there will be no adverse water quantity or quality impact at this location.

[Rule 62.330.020, F.A.C.]

2. The following construction sequence and reporting requirements shall be followed for temporary placement of fill in the temporary construction parking and laydown area) or other stockpile areas for the SHCCF:

a. Prior to the placement of fill material for temporary access, the Licensee shall flag and stake the areas to be filled and photograph the areas to show the pre-construction conditions. Photograph locations shall be identified on a location drawing/map(s). The photographs and location drawing/map(s) shall be submitted to the Department prior to placement of fill in these areas;

b. Prior to placement of the temporary fill, best management practices (i.e., hay bales, silt fences, etc.) shall be installed along the perimeter of the fill area to prevent erosion of the material into surface waters or wetlands;

c. Within 14 days of the completion of construction, the temporary fill shall be removed, and the ground elevation contours shall be restored to pre-existing elevations to promote natural re-vegetation of the area;

d. Photographs of the area shall be taken from the same locations as required in subparagraph a., above, within 72 hours of grading of the fill area. These photographs shall be combined with the photographs and location drawing/map(s) required in subparagraph a., above, and shall be submitted to the Department within 14 days of the completion of the regrading; and,

e. Photographs of the area shall be taken from the same locations as required in subparagraph a., above, to show the condition of vegetation and substrate within the temporary fill areas 1 year after grading has been completed. The photographs and a map(s) showing the photograph locations shall be submitted to the Department within 14 days of being taken.

B. *Dry Retention Areas*

Excavation of dry retention areas is limited to authorized design specifications as depicted in the approved project drawings. If limestone bedrock is encountered during construction, the Licensee shall notify the Department immediately and shall cease construction

SECTION B: SPECIFIC CONDITIONS

in the affected area. The Licensee shall submit a design revision to the Department for review and approval that will demonstrate compliance with Rule 5.4.1.b., of the SWFWMD ERP Applicant's Handbook, Volume II prior to proceeding with construction.

C. Sinkholes

The Licensee shall notify the Department of any sinkhole development in the SWMS within 24 hours after discovery and must submit a detailed sinkhole evaluation and repair plan for Department approval within 30 days of discovery.

D. On-site Certified 230-kv Interconnection tie-line

Prior to construction of the on-site Certified 230-kV interconnection tie-line, the Licensee shall provide detailed construction drawings for the 230-kV interconnection tie-line for review and processing as a post-certification submittal.

E. Prior to construction of the natural gas pipeline and potable water, sewer services, reclaimed water, and irrigation pipelines that are part of the SHCCF, the Licensee shall provide detailed construction drawings for review and processing as a post-certification submittal.

II. DEPARTMENT OF TRANSPORTATION

A. 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, F.A.C., which may require a right-of-way access permit from DOT.

[Chapters 14-96 and 14-97, F.A.C.]

B. Overweight or Over-Dimensional Loads

Operation of overweight or over-dimensional loads by the Licensee on state transportation facilities during construction and operation of the SHCCF will be subject to safety and permitting requirements of Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for overweight and Over-Dimensional Vehicles, F.A.C.

[Chapter 316, F.S.; Chapter 14-26, F.A.C.]

C. Use of State of Florida Right-of-Way or Transportation Facilities

All usage and crossing of State of Florida ROW (as defined pursuant Section 334.03(21), F.S.) or transportation facilities will be subject to Rule Chapter 14-46, Utilities Installation or Adjustment, F.A.C.; 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.

[Sections 337.403 and 337.404, F.S.; Chapters 14-15 and 14-46, F.A.C.]

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D. 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.

[Chapter 14-15, F.A.C.]

E. Drainage

Any drainage onto State of Florida rights-of-way and transportation facilities will be subject to the requirements of Rule Chapter 14-86, Drainage connections, F.A.C., including the attainment of any permit required thereby. For DOT purposes, right-of-way means land in which the State, the Department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility pursuant to Section 334.03(21), F.S.

[Chapter 14-86, F.A.C.]

F. 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, 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 the 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 SHCCF. 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 obstruction marking and/or lighting of the proposed structure are made mandatory by Florida law (per Rule 14-60.009(4), F.A.C.). For structures under Florida Department of Transportation jurisdiction, application will be made by submitting Florida Department of Transportation Form 725-040-11, Airspace Obstruction Permit Application, in accordance with the instructions therein.

[Chapter 333, F.S.; Rule 14-60.009, F.A.C.]

G. Best Management Practices

Traffic control during SHCCF construction and maintenance will be subject to the standards contained in the Manual on Uniform Traffic Control Devices; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance, and Utility

SECTION B: SPECIFIC CONDITIONS

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.

If the Licensee uses contractors for the delivery of any overweight or over-dimensional loads to the SHCCF during construction, the Licensee should ensure that its contractors adhere to the necessary standards and receive the necessary permits required under Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Over-Dimensional Vehicles, F.A.C.

[Chapter 316, F.S.; Chapter 14-26, F.A.C.]

IV. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. General Listed Species Surveys

1. The Licensee shall coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) to obtain and follow the current survey protocols for all listed species that may occur within the SHCCF, interconnection tie-line area, construction staging areas, and accessible appropriate buffers within the SHEC property as defined by the listed species' survey protocols, prior to conducting detailed surveys. Guidance related to general and species-specific survey protocols can be found in the appropriate species permitting guidelines/management plan (<http://myfwc.com/wildlifehabitats/imperiled/mangement-plans/>) or in FWC's Florida Wildlife Conservation Guide (FWCG) at <http://myfwc.com/conservation/value/fwcg/>.

2. Surveys shall be conducted prior to clearing and construction in accordance with the survey protocols. The results of those surveys shall be provided to the FWC in a report and coordination shall occur with the FWC on appropriate impact avoidance, minimization, or mitigation methodologies. Reports may be sent to: FWCConservationPlanningServices@MyFWC.com.

[Article IV, Section 9, Florida Constitution; Sections 379.2291 and 403.507, F.S.; Chapter 68A-27, F.A.C.]

B. Specific Listed Species Surveys

Before land clearing and construction activities within the SHCCF, interconnection tie-line area, associated construction staging areas, the Licensee shall conduct an assessment for terrestrial listed species and shall note all habitat, occurrence, or evidence of listed species. Wildlife surveys shall be conducted during the reproductive or "Active" season for each species that falls before the projected clearing activity schedule unless otherwise approved by the FWC. For species that are difficult to detect, the Licensee may make the assumption that the species is present and plan appropriate avoidance/mitigation measures for FWC post-certification review and approval at least 60 days prior to commencing clearing or construction activities within the surveyed area. The surveys required by these Conditions of Certification may be conducted prior to issuance of the Final Order of Certification, in which case this Conditions would be considered satisfied.

1. This survey shall be conducted in accordance with U.S. Fish and Wildlife Service (USFWS) or FWC guidelines and methodologies by a person or firm that is

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knowledgeable and experienced in conducting flora and fauna surveys for each potentially occurring listed species.

2. This survey shall identify locations of breeding sites, nests, and burrows for listed wildlife species. Nests and burrows shall be recorded with global positioning system (GPS) coordinates, identified on an aerial photograph, and submitted with the final listed species report. Although nests and burrows may be recorded individually with GPS, the FWC prefers that any applicable protection radii surrounding groups of nest sites and burrows be included on a site-specific basis, rather than around individual nests and burrows, and be physically marked so that clearing and construction shall avoid impacting them.

3. This survey shall include an estimate of the acreage and percent cover of each existing vegetation community that is contained within the Shady Hills Combined Cycle Facility area to be impacted prior to land clearing and construction activities using a geographic information system (GIS). Examples of such wildlife-based habitat classification schemes include Florida's State Wildlife Action Plan (FWC 2012) or the Natural Communities Guide (Florida Natural Areas Inventory 2010).

[Article IV, Section 9, Florida Constitution; Section 379.2291, F.S.; Chapters 68A-4, 68A-16, and 68A-27, F.A.C.]

C. Listed Species Locations

1. Where any suitable habitat or evidence is found of the presence of listed species, including but not limited to those specified in Paragraph D., below, within the Shady Hills Combined Cycle Faculty area to be impacted, the Licensee shall report those locations to and confer with the FWC regarding the need for additional pre-clearing surveys, and to identify potential avoidance, minimization, or mitigation recommendations. If additional pre-clearing surveys are required by the FWC as appropriate and as specified in these Conditions of Certification, they shall occur in the reproductive season prior to the anticipated date for commencement of clearing and construction. The Licensee shall not construct in areas where evidence of listed species was identified during the initial survey until the particular listed-species issues have been resolved.

2. If listed wildlife species are found, their presence shall be reported to the DEP SCO, the DEP SWD Office, the FWC, and the USFWS.

3. If avoidance of state-listed wildlife species is not feasible, the Licensee shall consult with the FWC to determine the steps appropriate for the species potentially impacted to avoid, minimize, mitigate, or otherwise appropriately address the potential impacts. These steps shall be memorialized in a Wildlife Species Management Plan and submitted to the FWC.

[Article IV, Section 9, Florida Constitution; Section 379.2291, F.S.; Chapter 68A-27, F.A.C.]

D. Gopher Tortoise

1. The Licensee shall conduct surveys for gopher tortoises (*Gopherus polyphemus*), in accordance with the FWC-approved Gopher Tortoise Management Plan (as revised) and the FWC approved Gopher Tortoise Permitting Guidelines, or subsequent FWC approved versions of the Plan or Guidelines. A Burrow survey covering a minimum of 15

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percent of the potential gopher tortoise habitat to be impacted is required in order to apply for a relocation approval. Immediately prior to capturing tortoises for relocation, a 100 percent survey is required to effectively locate and mark all potentially occupied tortoise burrows and to subsequently remove the tortoises. Burrow survey methods are outlined in Appendix 4 of the Gopher Tortoise Permitting Guidelines, “Methods for Locating Gopher Tortoise Burrows on Sites Slated for Development.” Surveys must be conducted as described in Paragraph D.3., below. All surveys completed by authorized agents or other licensees are subject to field verification by the FWC.

2. The Licensee is not required to provide a monitoring compliance assessment for activities that occur more than 25 feet from a gopher tortoise burrow entrance, provided that such activities do not harm gopher tortoises or violate rules protecting gopher tortoises. Examples of such violations noted in the past by the FWC include, but are not limited to, killing or injuring a tortoise more than 25 feet away from its burrow, harassing a tortoise by blocking access to its burrow, and altering gopher tortoise habitat to such an extent that resident tortoises are taken.

3. The Licensee shall coordinate with and provide the FWC detailed gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal. This information shall provide details on the location for on-site recipient areas and any off-site FWC approved temporary contiguous habitat, as well as appropriate mitigation contributions per tortoise, as outlined in the Gopher Tortoise Permitting Guidelines.

4. Any commensal species observed during the burrow excavations that are listed by the FWC shall be relocated in accordance with the applicable guidelines for that species in accordance with Appendix 9 of the Gopher Tortoise Permitting Guidelines.

5. To the maximum extent practicable or feasible, all staging and storage areas shall be sited to avoid impacts to gopher tortoise burrows and habitat.

[Article IV, Section 9, Florida Constitution; Chapters 68A-27 and 68A-4, F.A.C.; Sections 379.2291, 403.5113, and 403.526, F.S.]

V. DEPARTMENT OF STATE – DIVISION OF HISTORICAL RESOURCES

A. Any alterations of the SHCCF involving an expansion of the boundaries identified in the Certified SHCCF Map may need to have a survey as determined in consultation with the Department of State, Division of Historical Resources (DHR). A qualified cultural resources consultant will identify an appropriate work plan for this project based on a thorough review of the Certified Facility. Prior to beginning any field work, the work plan will be reviewed in consultation with DHR. Upon completion of the survey, the results will be compiled into a report which shall be submitted to DHR. If feasible, sites considered to be eligible for the National Register shall be avoided during construction of the project and access roads, and subsequently during maintenance. If avoidance of any discovered sites is not feasible, impact shall be mitigated through archaeological salvage operations or other methods acceptable to DHR, as appropriate.

B. 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 DHR, R.A. Gray Building, 500 South Bronough Street, Room 423, Tallahassee, Florida

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32399-0250, telephone number (850) 245-6333, and the Licensee shall consult with DHR to determine appropriate action.

[Sections 267.061, 403.531, and Chapter 872, F.S.]

VI. 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 the SHCCF. 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.]

VII. PASCO COUNTY

A. Utilities Service Agreement

Provision of the SHCCF's potable water, emergency potable water, reclaimed water, sanitary sewer services, and interconnections for the SHCCF shall be pursuant to the Utilities Service Agreement (USA) between Pasco County and Shady Hills Energy Center, LLC (SHEC) (the Licensee), as approved by the Pasco County Board of County Commissioners (BOCC) on September 4, 2018, and all the agreements referenced and incorporated therein, including amendments thereto.

B. Solid Waste Disposal

1. The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the SHCCF and temporary construction parking and laydown area during construction, operation, maintenance, and closure.
2. The Pasco County Solid Waste Resource Recovery Facility (PCRRF) is not required to accept any of the solid waste generated by the SHCCF's reclaimed water treatment systems which does not meet Pasco County's definition of "processable waste".

[Chapter 62-701, F.A.C.; Section 90-27, Pasco County Code of Ordinances]

C. Interconnection Tie-Line

1. Pasco County intends to grant a 100-foot-wide right-of-way (ROW - means land in which the state, the FDOT, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility and includes the land, air space over the land, and area below the land to the extent the entity holds a property interest therein) easement to the Licensee for construction and operation of a 0.6-mile-long interconnection tie-line.

a. This 100-foot-wide ROW easement will be located within the 200-foot-wide, approximately 0.6-mile-long corridor addressed in the SCA and will be a part of the SHCCF.

b. For 1,000 linear feet to the west of the eastern boundary of the interconnection tie-line corridor, the ROW easement shall be located on the southern half of the corridor, unless otherwise mutually agreed upon by Pasco County and the Licensee, or if

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geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.

c. For 150 linear feet to the east and to the west from the center of the existing weigh station, located at the entrance to the PCRRF, the ROW easement shall be located on the northern half of the corridor, unless otherwise mutually agreed upon by Pasco County and the Licensee, or if geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.

d. The Licensee shall determine the location of the remaining ROW length within the 200-foot-wide corridor. The Licensee's engineers shall submit to the County as a post-certification submittal, the finalized route of the interconnection tie-line.

[Agreement between Pasco County and Licensee]

2. Licensee may not trim or remove trees outside of the 100-foot-wide ROW easement for the interconnection tie-line unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under *Mandatory Reliability Standards for the Bulk-Power System*, Title 18, Part 40 of the Code of Federal Regulations (CFR). Additionally, the Licensee must comply with the North American Electric Reliability Corporation (NERC), Electric Reliability Standard in *Minimum Vegetation Clearance Distances Facilities Design, Connections, and Maintenance* (FAC) FAC-003-3, and *Transmission Vegetation Management* FAC-003-4, (or subsequent version).

[Title 18 CFR Part 40, FERC; FAC-003-3 and 4, NERC]

a. Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) A300 (Part 1)-2001, as amended.

b. The Licensee shall provide notification, via email, to the Pasco County Administrator at least 3 business days prior to removal of trees 18 inches in diameter at breast height (dbh) and larger within or outside of the 100-foot wide ROW easement for the interconnection tie-line.

[A300 (Part 1)-2001, ANSI; Agreement between Pasco County and Licensee]

3. Within the 200-foot-wide interconnection tie-line corridor, the Licensee is prohibited from erecting any poles or placing any guy-wires closer than 100 feet to the east of the eastern edge of the existing access road to the PCRRF and 100 feet to the west of the western edge of the existing access road at the entrance to the adjacent PCRRF.

[Agreement between Pasco County and Licensee]

4. Except within 300 feet of the Duke Energy Florida LLC's transmission line corridor, the Licensee shall place and maintain the overhead interconnection electrical power lines within the 100-foot-wide ROW easement, a minimum height of 40 feet above finished grade or roadways, measured from the lowest point of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below.

[Agreement between Pasco County and Licensee]

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D. Special Exception Approval

1. Except as otherwise provided herein, the Licensee shall comply with the non-procedural requirements of Pasco County's Special Exception (Attachment E) approval issued for the SHCCF on January 10, 2018 (corrected September 6, 2018), including any subsequent amendments thereto.

2. The Licensee is authorized to access the temporary construction parking and laydown area and the SHCCF via Softwind Lane for the duration of the construction until the Licensee completes construction of the SHCCF and the construction trailers have been removed. Access via Softwind Lane to the SHCCF is prohibited after removal of all construction trailers.

[Agreement between Pasco County and Licensee]

3. The Licensee is authorized to access the SHCCF via Hays Road, Hudson Avenue, and Merchant Energy Way. An access-management analysis is not required to be submitted by the applicant. However, access-management land development code (LDC) requirements may be reviewed as part of the final construction plan review process.

[Section 901.3.A., Pasco County LDC]

E. Site Plan

1. *Conditions of Certification On-Site Copy:* The Licensee shall maintain a copy of the most recent Conditions of Certification at the SHCCF during construction and operation and made available to Pasco County representatives upon request. The Licensee shall maintain a copy of the current Conditions of Certification and include the final Construction Plan in paragraph 2., below, in a weatherproof container, clearly visible from the Pasco County right-of-way on Softwind Lane, and available to Pasco County representatives at all reasonable times until completion of construction in compliance with Section 18-44 Pasco County Code of Ordinances.

[Section 18-44, Pasco County Code of Ordinances]

2. Construction Plan:

a. As a post-certification submittal, under Rule 62-17.191, F.A.C., the Licensee shall submit a final Construction Plan for the SHCCF to Pasco County, in accordance with Pasco County LDC Section 403.5 (Construction Plans), confirming that all infrastructure and improvements associated with buildings and structures, not directly associated with power generation, will be installed in conformance with the non-procedural requirements of the Pasco County LDC, including, but not limited to the following: warehouse and administrative building, parking facility, landscaping and buffers, and SWMS. This post-certification submittal will be reviewed in accordance with this Condition (VII.E.2) rather than Section A., Condition XXII.

[Rule 62-17.191(1), F.A.C.; Section 403.5, Pasco County LDC]

b. Pasco County must request any additional information needed to complete its review of the final Construction Plan within 21 working days after receipt. The information required shall be equivalent to that which would be submitted for final construction permits required by Pasco County in the absence of Certification to make the submittal both

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sufficient and complete. A failure by Pasco County to request additional information within 21 working days after the Licensee submits the requested information or responds to a request for additional information shall constitute a finding of completeness. For any changes that are substantial, these changes will be reviewed under the procedures in subparagraph a., above.

[Rule 62-17.191(1)(b), (c)1., and (c)2., F.A.C.; Agreement between Pasco County and Licensee]

c. The Licensee shall respond to any timely requests for additional information within 14 calendar days, unless a longer time is mutually agreed to between Pasco County and Licensee.

[Agreement between Pasco County and Licensee]

d. Within 25 working days after a finding of completeness under subparagraph b., above, Pasco County shall notify the Department and the Licensee, in writing, of its assessment of whether the final Construction Plan, as supplemented, is in compliance with the non-procedural requirements of the Pasco County LDC. If Pasco County determines that the final Construction Plan is not in compliance with non-procedural requirements of the Pasco County LDC, then Pasco County shall notify the Licensee, and suggest corrective measures with particularity.

[Rule 62-17.191(1)(c)3., F.A.C.; Agreement between Pasco County and Licensee]

e. The Licensee's submittal and Pasco County's positive determination of compliance must occur prior to display of the final Construction Plan required under paragraph 1., above. Display of the final Construction Plan following Pasco County's positive determination of compliance must occur prior to commencement of construction of the SHCCF's components not directly related to power generation.

f. Failure of Pasco County to notify the Licensee, in writing, of its compliance assessment within 25 working days after a finding of completeness under subparagraph b., above, shall constitute a positive finding of compliance and the Licensee is authorized to display the final Construction Plan as required under paragraph 1., above, and following that display, to begin construction of the SHCCF's components that are not an integral part of the generating plant (such as the administrative building/warehouse), pursuant to the Conditions of Certification and the final Construction Plan submittal.

[Rule 62-17.191(1)(c)4., F.A.C.; Agreement between Pasco County and Licensee]

g. The Licensee's final Construction Plan submittal is only for the SHCCF's components not directly associated with power generation, therefore this submittal and Pasco County's compliance review shall not affect the Licensee's authority to commence construction and installation of equipment and components directly associated with power generation and associated structures within the SHCCF.

[Section 403.511, F.S.]

h. For any subsequent changes to the final Construction Plan considered to be non-substantial under LDC Section 403.9, the Pasco County Administrator, or their designee, has the authority to review and confirm compliance without following the

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procedures established in paragraph 2., above. For any changes that are substantial, these changes will be reviewed under the procedures in paragraph 2., above.

[Section 403.9.B., Pasco County LDC]

3. *Commencement of Construction:* The Licensee shall notify the Pasco County Engineering Services Department, Project Management Division at least 5 working days prior to commencing construction of the SHCCF.

[Section 390.2., Pasco County LDC]

4. *Pasco County ROW:* All construction within a Pasco County ROW (ROW defined herein means land in which the state, the Florida Department of Transportation, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility and includes the land, air space over the land, and area below the land to the extent the entity holds a property interest therein) must be conducted in accordance with the Pasco County LDC Section 406.5. The Licensee shall notify Pasco County prior to commencement of construction in a Pasco County ROW. The Licensee shall ensure that any improvements installed in ROWs are constructed in compliance with applicable Pasco County standards. The Licensee shall install signs and markings for construction within a Pasco County ROW pursuant to applicable County and DOT standards as referenced in the Pasco County LDC.

[Section 406.5., Pasco County LDC]

5. *Building Permit:* The Licensee shall comply with the applicable provisions of the Florida Building Code, adopted by the Florida Building Commission under Section 553.73, F.S., when constructing the administrative building and warehouse. The Licensee shall submit information about the administrative building and warehouse as a post-certification submittal using the Pasco County building permit application form. Upon completion of construction, the Licensee shall coordinate with building inspectors from Pasco County to ensure that the administrative building and warehouse meet the applicable Florida Building Code. Prior to or at the time of the inspection, the Licensee shall pay the applicable building permit fee for construction of the administrative building and warehouse. pursuant to Pasco County LDC Section 406.4 and Section 18-40, Pasco County Code of Ordinances.

[Section 553.73, F.S.; Section 406.4., Pasco County LDC; Section 18-40, Pasco County Code of Ordinances]

6. *Other Impact Fees and Special Assessments:* Prior to commencement of construction, the Licensee shall pay a one-time fire combat and rescue impact fee in accordance with LDC Section 1302.6, a one-time mobility and administration fee in accordance with LDC Section 1302.2, and an initial solid waste assessment in accordance with Section 90-105, Pasco County Code of Ordinances.

[Section 90-105, Pasco County Code of Ordinances; Sections 1302.2. and 1302.6., Pasco County LDC]

7. *Proposed Signs:* If the Licensee proposes a sign at the entrance of the SHCCF, at any time, the Licensee must submit design plans to Pasco County as a post-certification submittal to confirm consistency with LDC Section 406.1.

[Section 406.1., Pasco County LDC]

SECTION B: SPECIFIC CONDITIONS

F. Design Standards

1. All roads, drainage, and utilities shall be constructed in accordance with County design standards and tested in compliance with the Pasco county Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (October 2006).

[Section 310.14.B., Pasco County LDC]

2. Prior to occupancy, the Licensee's architect or engineer must submit a certification that the SHCCF has been designed and constructed in accordance with the Americans with Disabilities Act (ADA), as a post-certification submittal.

[Agreement between Pasco County and the Licensee]

G. Fire Protection and Access Management

1. Licensee shall provide fire protection in compliance with the Pasco County LDC Section 904.3, except as set forth in paragraph 4., below.

[Section 904.3., Pasco County LDC]

2. Licensee shall confirm the locations of all fire hydrants proposed for the SHCCF as part of the construction plans being submitted post-certification. The hydrant spacing shall comply with Section 904.2 LDC which adopts the Florida Fire Protection Code (FFPC) 6th Edition, Section 1:18.5.3, and any subsequently amended versions. Specifically, the maximum distance to a fire hydrant from the closest point on the warehouse and administrative building shall not exceed 400 feet.

[Section 904.2., Pasco County LDC]

3. Licensee shall provide for and maintain at all times clearances of 5 feet in front of and to the sides of all fire hydrants. Where required by Pasco County, fire hydrants subject to vehicular damage shall be protected.

[Sections 1:18.5.7.2. and 1:18.5.8., FFPC, 6th Edition]

4. Licensee shall follow Chapter 16 of National Fire Protection Association(NFPA) Code 850 (2015), Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations, during construction of the SHCCF, in lieu of LDC Section 904 or Chapter 16 of NFPA Code 1 (2018). Upon completion of construction, the SHCCF will comply with LDC Section 904.3.

[Chapter 16, Code 850, NFPA, 2015; Sections 407.5., 407.5.B., and 904.3, Pasco County LDC]

5. Licensee shall provide a final fire truck wheel tracking diagram, based on a 240" wheelbase, showing circulation throughout the SHCCF as part of the construction plans being submitted post-certification.

[Section 1:18.2.3.4.3.1., FFPC, 6th Edition]

6. Licensee shall install and maintain a siren operating system, or a 3M Opticom™ system, for emergency access at each gated entrance of the SHCCF.

[Section 1:18.2.2.2., FFPC, 6th Edition]

SECTION B: SPECIFIC CONDITIONS

H. Stormwater Management

1. Prior to any construction activity, the Licensee shall ensure that the applicable erosion and sediment control measures are in place for the SHCCF and the temporary construction parking and laydown area. At least 2 days prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall notify the Pasco County Stormwater Management Division and shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC Section 902.1.D., to the Pasco County Stormwater Management Department as a post-certification submittal.

[Section 902.1.D., Pasco County LDC]

2. If dewatering is needed during construction of the SHCCF, Licensee shall provide a Dewatering Plan, pursuant to Pasco County LDC Section 902.2, to the Pasco County Engineering Inspections Department, prior to undertaking the dewatering activities, as a post-certification submittal.

[Section 902.2., Pasco County LDC]

3. Prior to commencing construction, Licensee shall pay the standard fee, for the County's nonresidential sediment and erosion control inspections during 3 phases of the erosion sedimentation control (stormwater management) plans for the following: construction and operation of the temporary construction parking and laydown area; construction of the SHCCF; operation of the SHCCF.

[Section 902.1.F., Pasco County LDC; Resolution 18-73, Pasco County Board of County Commissioners]

I. Geotechnical Engineering

1. As a post-certification submittal, and prior to commencement of construction of each foundation, the Licensee shall provide a final Geotechnical Report, which shall include a certification by the design professional that the final design of the foundation to be constructed adheres to the recommendations identified in the report pursuant to LDC Section 807.6.

[Section 807.6., Pasco County LDC]

2. Should any noticeable soil slumping or sinkhole formation become evident before or during construction, the Licensee shall immediately stop all work (except for mitigation activities) in the affected area and notify Pasco County and the SWFWMD. The work shall remain stopped until Pasco County and SWFWMD approve resuming construction activities. The Licensee shall also:

- a. Take immediate measures to ensure no surface water drains into the affected areas;
- b. Visually inspect the affected area;
- c. Excavate and backfill or grout if needed to prevent further subsidence;

SECTION B: SPECIFIC CONDITIONS

- d. Use soil reinforcement materials in the backfilling operation when appropriate;
- e. If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of 2 feet from the bottom of the retention pond to the surface of the lime-rock or karst connection; and,
- f. If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, amend the SCA to address relocation of the retention area.
3. The Engineer of Record shall provide a statement that certifies that the design of the project is in compliance with the Geotechnical Report.

[Section 807.4., Pasco County LDC]

J. Landscaping and Buffering

1. The Licensee and its landscaping and buffering plans for the SHCCF, shall comply with the applicable, non-procedural landscaping and buffering requirements.

[Section 905.2., Pasco County LDC]

2. Licensee shall pay a fee to Pasco County for planned tree removals based on actual tree removals and consistent with LDC Section 802.

[Section 802, Pasco County LDC]

3. As required under LDC Section 905.2., Licensee shall provide a 10-foot-wide vegetative buffer that includes a single row of trees, maximum 60 feet on center, and a continuous row of evergreen shrubs along the eastern and southern boundaries of the approximately 14-acre parcel where the power generating equipment is being constructed. The Licensee shall also provide a 10-foot-wide vegetative buffer along the northern boundary of the approximately 14-acre parcel, except for 100 feet along that boundary, centered at the point where the SHCCF's power generation components connect to the interconnection tie-line, where trees will be prohibited within that portion of the buffer. No raised berm or fencing is required as part of these buffers. Buffering along the western boundary of the approximately 14-acre parcel is not required. The Licensee remains responsible for maintaining the vegetative buffer until closure of the SHCCF. Upon closure, the property owner shall maintain the vegetative buffer as applicable per the LDC.

[Section 905.2., Pasco County LDC]

4. A Registered Landscape Architect or other person as authorized by Chapter 481, F.S., as amended shall conduct a final field inspection. A notification of compliance shall be provided to the County as a post-certification submittal.

[Chapter 481, F.S.; Section 905.4.H., Pasco County LDC]

K. Parking and Traffic Standards

1. All on-site parking spaces within the SHCCF shall be striped and signed in accordance with the Pasco County LDC Sections 907.1.D.2., 907.1.D.9., and 907.1.D.10.; Section 316.0747, F.S.; and the Florida DOT *Manual on Uniform Traffic Control Devices*

SECTION B: SPECIFIC CONDITIONS

(2018). Parking spaces, directional arrows, and stop bars shall be striped in white. It shall be the Licensee's responsibility to properly sign and stripe in accordance with applicable standards.

[Section 907.1., Pasco County LDC]

2. All vehicular use areas shall comply with the applicable requirements of the ADA. To the extent consistent with the ADA, all handicapped parking spaces shall be signed and marked/striped in accordance with Chapter 316, F.S., and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018).

[Chapter 316, F.S.; Agreement between Pasco County and Licensee]

L. Natural Resources

1. If evidence of the presence of Florida or federally protected plant and/or animal species is discovered within the SHCCF or the temporary construction parking and laydown area during construction, the Licensee shall notify Pasco County and applicable agencies within 2 working days of the discovery of the protected species. The Licensee shall immediately stop all work in the affected area until compliance with state and federal guidelines can be demonstrated.

[Section 803, Pasco County LDC]

2. The Licensee shall provide a 100 percent Gopher Tortoise Burrow Survey, conducted according to FWC Guidelines. The Licensee shall coordinate with and provide the FWC and Pasco County gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal.

[Sections 403.5.B.1.o. and 803.2.C., Pasco County LDC]

M. Historical Resources

If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered on the SHCCF or in the temporary construction parking and laydown area, the Licensee shall immediately stop all work and shall notify the Department of State DHR (State Historic Preservation Officer) and Pasco County within 2 working days of the resources being found.

[Section 809.5., Pasco County LDC]

N. Temporary Construction Parking and Laydown Area) Buffer and Access Conditions

1. Pursuant to Pasco County's LDC Section 905.2.D.5., the Licensee may not remove any vegetation within a 10-foot-wide buffer area across the northern perimeter of the temporary construction parking and laydown area, where it abuts the existing PCRRF. This vegetative buffer area shall be maintained until the Licensee completes construction of the SHCCF and no longer utilizes the temporary construction parking and laydown area.

[Section 905.2.D.5., Pasco County LDC]

2. Prior to the start of clearing and grubbing, site preparation, or any soil disturbance, the Licensee shall provide a copy of the applicable National Pollutant Discharge

SECTION B: SPECIFIC CONDITIONS

Elimination System (NPDES) Stormwater Permit, per Pasco County LDC Section 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. Licensee shall also notify the Stormwater Management Division 5 days prior to commencing any clearing and grubbing, site preparation, or any soil disturbance.

[Section 902.1.D., Pasco County LDC]

3. The Licensee shall prepare a tree survey in accordance with Pasco County LDC Section 802.3.B.1.b.(1) and provide the tree survey to Pasco County Development Review as a post-certification submittal.

[Section 802.3.B.1.b.(1), Pasco County LDC]

4. Based on the tree survey, the Licensee shall pay a fee to Pasco County for planned tree removals for the caliper inches of replacement trees not planted in accordance with Pasco County LDC Section 802.3.C. and Pasco County Board of County Commission (BOCC) Resolution 08- 284.

[Section 802.3.C., Pasco County LDC; Resolution 08-284, Pasco County BOCC]

5. Licensee shall comply with tree protection requirements as identified in Pasco County.

[Section 802.3.G., Pasco County LDC]

O. Construction Trailers

Licensee shall notify Pasco County Utilities in writing within 5 working days after successful completion of performance testing of the zero liquid discharge system. Within 90 days thereafter unless otherwise mutually agreed to between the Licensee and Pasco County, the Licensee shall remove all temporary construction trailers from SHCCF and the temporary construction parking and laydown area.

[Section 18-52, Pasco County Code of Ordinances]

HISTORY

Certification Issued XX/XX/20XX; signed by XXXXXXXXX

ATTACHMENTS

ATTACHMENT A: SHCCF Map(s)

(to be inserted upon submittal)

Proposed

ATTACHMENTS

ATTACHMENT B: Surface Water Management System (SWMS) Plan

A. *Completion of Construction*

The Licensee shall comply with the requirements in subparagraphs C.1., and C.2., below, prior to the transfer to the operational phase of the Certified Facility. All documentation required in subparagraphs C.1., and C.2., below, shall be included with the Licensee's request to transfer the Project to the operational phase.

[Section 62-330.310(2), F.A.C.]

1. All temporary laydown areas must be reclaimed (as applicable), de-compacted, and seeded.
2. Once Project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the Operation and Maintenance phase, all obsolete erosion Control Materials shall be removed.

B. *Operation and Maintenance Phase*

1. The SWMS conveyance pipes shall be maintained free of blockage and the pond must be kept free of obstructions or blockage by sediment. Any scouring or erosion at these locations must be repaired.
2. The approved SWMS shall only be used for the purpose of controlling surface water runoff from the site and shall not be used to dispose of or store any solid/liquid waste or products generated or used during operation or construction of the facility.
3. Percolation performance shall be evaluated within the ponds at least every third year. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:
 - a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
 - b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.
4. Within 30 days of any failure of a SWMS or deviation from the authorized design, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure of deviation. This report shall be signed and sealed by a registered professional.

ATTACHMENTS

ATTACHMENT C: Mitigation Plan(s)

(to be inserted if applicable)

Proposed

ATTACHMENTS

ATTACHMENT D: Groundwater Monitoring Requirements

(to be inserted if applicable)

Proposed

ATTACHMENTS

ATTACHMENT E: Pasco County Special Exception

Proposed

EXHIBIT 2

Corrected

BEFORE THE PLANNING COMMISSION IN AND FOR PASCO COUNTY

IN RE: SPECIAL EXCEPTION APPLICATION NO. 7295
SHADY HILLS ELECTRIC COMPANY, LLC

ORDER

THE PLANNING COMMISSION OF PASCO COUNTY, FLORIDA, on January 10, 2018, with a quorum present and voting, after due public notice, being empowered under Chapter 200, Section 204 of the Pasco County Land Development Code (LDC) to hear and decide requests for special exceptions, does hereby make the following findings, conclusions, and interpretations as applied to the above special exception request for a power generating plant for essential public services in an A-C Agricultural District:

1. A transmission and power delivery facility is a specified special exception use as set forth in the A-C Agricultural District.
2. The Planning Commission has heard and considered the presentation and evidence of the applicant and individuals in opposition to and in favor of the application.
3. The Planning Commission has reviewed the report and recommendations of County staff and the following findings of fact:

FINDINGS OF FACT:

- a. The subject site is a vacant portion of Shady Hills Power Company, LLC power plant tract, encompassing 10 acres of a 30 acre tract owned by Shady Hills Power Company, LLC. The applicant proposes to use the site for a new electric private utility facility (a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant).

The applicant provided the following narrative:

Proposed Special Exception: Shady Hills Power Company LLC proposes to construct and operate a new electric private utility facility herein described as a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant (Project) in unincorporated Pasco County, Florida. The proposed Project will be constructed on a 10-acre parcel of land (expansion site) situated adjacent to and east of an existing electric power generating plant that Shady Hills Power Company LLC owns and operates. The existing facility was approved by the Pasco County Planning Commission under Special Exception RA5528 dated December 8, 1999. The Site is located on Merchant Energy Way, north of Hudson Road, east of Shady Hills Wastewater Treatment Plant, and south of the Pasco County Resource Recovery facility.

The Project will consist of a single combustion turbine generator equipped with advanced emission control equipment, a heat recovery steam generator with duct burners, a single condensing Steam Turbine Generator, a deaerating surface condenser, a mechanical draft wet cooling tower, and associated ancillary equipment necessary for the generation of electric energy. A short (approximately 1.0 mile) new transmission line will be required as part of the Project that will traverse the resource recovery property and connect to a new Duke substation to be located within Duke's existing transmission lines rights-of-way.

The Project will increase electrical generation capacity that currently exists on the adjacent 20 acres by approximately 550 MWs using economical, fuel-efficient, state-of-the-art technology, while minimizing environmental impacts to the expansion site and surrounding area. The Project will be fired by natural gas only. Natural gas will be transported by Florida Gas Transmission through an existing pipeline lateral connection that terminates at the existing power plant site. The Project will utilize treated wastewater (also referred to as reclaimed water)

obtained from Pasco County from and/or through the Shady Hills Wastewater Treatment Plan for process purposes, including cooling. The Project will secure the rights-of-way by easement with Pasco County and install piping in the rights-of-way to transfer reclaimed water to the County and install piping in the Rights-of-way to transfer reclaimed water to the expansion site. The plant will use zero liquid discharge technology to eliminate industrial wastewater discharge. Potable water and sanitary sewer will be provided by Pasco County from connections at the existing adjacent power plant.

- b. The subject site is 330 feet wide and approximately 1,320 in depth.
- c. Access to the site is from Merchant Energy Way, a private, 2-lane residential paved roadway within a 24-foot wide (varies) private maintained right-of-way in very good condition. The private portion of Merchant Energy Way ties into a 2-lane county paved roadway within a 24 foot wide (varies) county maintained right-of-way that connects to Hudson Avenue, a 2-lane residential roadway within a 24' – 26 foot wide (varies) county maintained right-of-way.
- d. The subject site is located in Flood Zone "X," and development is subject to the requirements of the Land Development Code (LDC), Section 1104, Flood Damage Prevention.
- e. The surrounding area is characterized by an electric generating plant, a wastewater treatment plant, a resource recovery facility, inactive concrete batch plant, single family residential and a planned outdoor shooting range (Pasco Sheriff Office).
- f. The subject area has been designated RES-1 (Residential – 1 du/ga) under the Comprehensive Plan.

- g. The subject site is within the South Market Area and Urban Expansion Area.
- h. On September 26, 2017, the owner's/applicant's consultants met with the representatives from the Planning and Development Department, the Fire Rescue Department, and the Office of Economic Growth to discuss the expansion of the subject facility.
- i. On November 17, 2017, the subject request was found to be exempt from Timing and Phasing (Section 901.12.C.1) as the highest and best use of the proposed special exception would result in less than 50 peak hour trips, a.m. or p.m. whichever is higher. Access Management Analysis and Substandard Road Review will be performed at the time of Preliminary Site Plan or Preliminary Development Plan, if applicable.
- j. On December 8, 1999, the existing facility was approved, with conditions, by the Pasco County Planning Commission under Special Exception Petition No. 5528.

The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of the County's Comprehensive Plan.
- k. On December 13, 2017 the Planning Commission approved Special Exception No. 7290, with conditions, for a transmission, substation, and power delivery facility for Seminole Electric Cooperative for a parcel located adjacent to the east of the subject site.
- l. The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of

the County's Comprehensive Plan.

4. Upon consideration and adoption of the recommendation of staff and the evidence presented at the public hearing, the Planning Commission has determined that the standards for issuing a special exception, as set forth in the Pasco County LDC, Chapter 400, Section 402.4.F. have been met.

5. The special exception requested is consistent with the adopted Pasco County Comprehensive Plan and would not have an adverse effect on the health, safety, and welfare of the public.

Accordingly, it is hereby

ORDERED that Special Exception Application No. 7295 is hereby approved for the property described in Exhibit A attached hereto, subject to the following conditions:

CONDITIONS OF APPROVAL

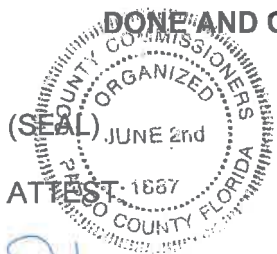
1. The owner/developer shall provide a new driveway and loop road around the perimeter of the proposed plant expansion. At time of preliminary site plan review, the owner/applicant shall be required to file an access-management analysis for review and approval by the County. The owner/applicant shall be required to comply with any conditions that the approved access-management analysis may require.
2. All access shall be via Hudson Avenue and Merchant Energy Way.
3. The owner/applicant acknowledges that any provision of Pasco County ordinances, not specifically waived shall be in full force and effect, including all applicable conditions of Special Exception Petition No. 5528.
4. The owner/applicant shall enter into a utility service agreement with Pasco County prior to site plan approval.
5. Prior to any development or redevelopment of the site, the owner/applicant shall submit and receive approval of a Preliminary Site Plan, per Land Development Code, Section 403.
6. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

7. This special exception shall be limited to power generating facility for essential public services use of power generating facilities (stack, heat recovery steam generator, gas turbine, inlet air filter, generator, take-off tower/circuit breaker/line disconnect switch, step-up transformer, fuel gas condition and pressure regulation station, gas metering yard, auxiliary broiler area, circulating water pumps, cooling tower (fan height 50 feet), steam turbine, electric power distribution center (PDC) 1,500 sq.ft. +/-, surface condenser, new lines, rebuilds and maintenance needs), and associated and ancillary equipment for generation to occur.

8. This approval is subject to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals. In addition, staff may initiate an enforcement for violations of the conditions of approval by any of the methods available in the LDC, Section 108, or through revocation of the Special Exception pursuant to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals, or both.

9. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Planning and Development Department after the final action.

DONE AND ORDERED effective as of this 10th day of January, 2018.



PLANNING COMMISSION OF
PASCO COUNTY, FLORIDA

Shannon Egbert

 PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

[Signature]

 CHAIRMAN
 09/06/2018

APPENDIX II. Agency Reports

Appendix II-1 Florida Public Service Commission Need Determination Order

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for determination of need
for Shady Hills combined cycle facility in
Pasco County, by Seminole Electric
Cooperative, Inc. and Shady Hills Energy
Center, LLC.

DOCKET NO. 20170267-EC
ORDER NO. PSC-2018-0263-FOF-EC
ISSUED: May 25, 2018

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
DONALD J. POLMANN
GARY F. CLARK

FINAL ORDER GRANTING SEMINOLE ELECTRIC COOPERATIVE, INC.'S
AND SHADY HILLS ENERGY CENTER, LLC'S
JOINT PETITION FOR DETERMINATION OF NEED
FOR SHADY HILLS COMBINED CYCLE FACILITY IN PASCO COUNTY

Pursuant to Notice and in accordance with Rule 28-106.208, Florida Administrative Code (F.A.C.), a Hearing was held on March 21 and 22, 2018, in Tallahassee, Florida.

APPEARANCES:

GARY PERKO, BROOKE E. LEWIS, AND MALCOLM MEANS, ESQUIRES
Hopping Green & Sams, 119 South Monroe Street, Suite 300, Tallahassee, FL
32301
On behalf of SEMINOLE ELECTRIC COOPERATIVE, INC. AND SHADY
HILLS ENERGY CENTER, LLC.

ROBERT SCHEFFEL WRIGHT AND JOHN T. LAVIA, III, ESQUIRES,
Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A. 1300 Thomaswood
Drive, Tallahassee, FL 32308
On behalf of QUANTUM PASCO POWER, L.P., MICHAEL TULK, AND
PATRICK DALY.

RACHAEL DZIECHCIARZ AND CHARLES MURPHY, ESQUIRES, Florida
Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida
32399-0850
On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

Advisor to the Florida Public Service Commission.

KEITH HETRICK, ESQUIRE, General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

Florida Public Service Commission General Counsel.

LIST OF ABBREVIATIONS & ACRONYMS

AE/Tierra	Advance Energy and Tierra Resource Consultants
CAGR	Compound Annual Growth Rate
Commission	Florida Public Service Commission
CPP/CC Portfolio	Clean Power Plan/Combined Cycle Portfolio
CPVRR	Cumulative Present Value Revenue Requirement
CTG	Combustion Turbine Generators
DEF	Duke Energy Florida, LLC
DSM	Demand-Side Management
EIA	Energy Information Administration
F.A.C.	Florida Administrative Code
FEECA	Florida Energy Efficiency and Conservation Act
FPL	Florida Power & Light
F.S.	Florida Statutes
GWh	Gigawatt hour
HRSG	Heat Recovery Steam Generator
Intervenors	Michael Tulk, Patrick Daly, and Quantum Pasco Power, L.P.
LFS	Load Forecast Study
Limited Build Portfolio	Limited Build Risk: Shady Hills Portfolio

MW	Megawatt
NEL	Net Energy Load
NO _x	Nitrogen Oxide
NPV	Net Present Value
NYMEX	New York Mercantile Exchange
PPA	Power Purchase Agreement
PV	Photovoltaic
Quantum	Quantum Pasco Power, L.P.
RFP	Request for Proposals
Seminole	Seminole Electric Cooperative, Inc.
Seminole Facility	Seminole Combined Cycle Facility
SGS	Seminole Generating Station
Shady Hills	Shady Hills Energy Center, LLC
Shady Hills Facility	Shady Hills Combined Cycle Facility
STG	Steam Turbine Generator
TECO	Tampa Electric Company

BY THE COMMISSION:

CASE BACKGROUND

On December 21, 2017, Seminole Electric Cooperative, Inc. (Seminole) filed a Petition for Determination of Need for the Seminole Combined Cycle Facility (Seminole Facility) with the Florida Public Service Commission (Commission). On the same day, Seminole and Shady Hills Energy Center, LLC (Shady Hills) also filed a Joint Petition for Determination of Need for the Shady Hills Combined Cycle Facility (Shady Hills Facility) with the Commission.¹ The Seminole Facility is a proposed 1,122 megawatt (MW) (winter capacity) new natural gas fired 2x1 combined cycle generating unit, to be constructed at Seminole's existing Seminole Generating Station (SGS) in Putnam County, Florida. This electrical power plant would use the existing transmission lines and SGS infrastructure. The Shady Hills Facility is a proposed 573 MW (winter capacity) new natural gas fired 1x1 combined cycle facility, to be constructed, owned, and operated by Shady Hills in Shady Hills, Florida, adjacent to the existing Shady Hills electrical power plant. This plant would provide all of its generating capacity to Seminole pursuant to a tolling agreement between Seminole and Shady Hills. The petitions were filed pursuant to Section 403.519, Florida Statutes (F.S.), and Rules 25-22.080, 25-22.081 and 28-106.201, Florida Administrative Code (F.A.C.).

Docket Nos. 20170266-EC and 20170267-EC were consolidated for hearing purposes by Order No. PSC-2018-0018-PCO-EC, issued on January 5, 2018. On January 17, 2018, Michael Tulk and Patrick Daly filed a Motion to Intervene in both dockets. Quantum Pasco Power, L.P. (Quantum) also filed a Motion to Intervene in both dockets on January 17, 2018. On January 24, 2018, Order No. PSC-2018-0062-PCO-EC was issued granting Michael Tulk and Patrick Daly intervention. By Order No. PSC-2018-0063-PCO-EC, also issued on January 24, 2018, Quantum was granted intervention. (Michael Tulk, Patrick Daly, and Quantum Pasco Power, L.P. are collectively referred to as Intervenors.) On March 12, 2018, a prehearing conference was held. The hearing was held on March 21 through 22, 2018.

The proposed facilities are subject to the Florida Electrical Power Plant Siting Act.² Pursuant to Section 403.519(3), F.S., this Commission is the sole forum for the determination of need for an electrical power plant subject to the Electrical Power Plant Siting Act. Section 403.519, F.S., sets forth the matters that this Commission must consider in determining the need for an electrical power plant, and states, in pertinent part:

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

¹Seminole is an electric utility pursuant to 366.02(2), F.S., while Shady Hills is not. In all instances relevant to this docket, it is Seminole's need that is at issue. As such, Seminole primarily conducted the analysis and provided the supporting documentation for the need determination in this docket. Thus, references in this Order to Seminole's positions, arguments, and data are intended to include Shady Hills in its role as a joint petitioner for the need determination for the Shady Hills Facility.

²See Sections 403.501- 403.518, F.S.

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.

This Order pertains to the need determination for the Shady Hills Facility. However, due to the intertwined portfolio chosen by Seminole, and the consolidation of the dockets for purposes of hearing, there are necessarily references to the Seminole Facility throughout this Order.

ANALYSIS AND DECISION

I. Electric System Reliability and Integrity

A. *Positions of the Parties*

1. Seminole

Seminole argues that its gap analysis, used to identify deficiencies between forecasted requirements and current available capacity, shows that it will need 901 MW of generation by the end of 2021 to meet Seminole's members' energy needs and its reserve margin requirements. Seminole further argues that its future capacity need results primarily from the expiration of multiple power purchase agreements (PPAs), and that this need will grow to a total of 1,265 MW in 2022 due to the expiration of an additional PPA and expected load growth. Seminole contends that the construction of the Seminole Facility and Shady Hills Facility will displace higher cost coal-fired generation.

Seminole asserts that its current load forecast is reasonable for the purposes of this proceeding, and that this is evidenced by the significant improvements to Seminole's load forecast – beginning with its 2014 Load Forecast Study (LFS), and continuing through the study that produced the load forecast supporting Seminole's petition in this proceeding, the 2017 LFS. Seminole contends that the improvements to its load forecast models show that it has maintained a reasonable level of forecast error since 2015 through a technique of isolating forecast model error called ex-post analysis.³

In response to the Intervenor's argument that Peninsular Florida reserve margins are projected to be adequate to meet Seminole's need through at least 2026, Seminole argues that it tested the marketplace through a request for proposals (RFP) process, and developed a balanced portfolio that includes capacity resources located within Peninsular Florida. Seminole also argues that the Intervenor can cite to no Commission precedent for the proposition that Seminole must

³Seminole described ex-post forecast error analyses as an "after-the-event" evaluation of model error with observed (actual) explanatory variable data, which removes the error associated with long-term forecasts of weather and economy, thereby allowing insight into model improvements.

rely on excess Peninsular Florida capacity, in lieu of new generation resources, without regard to cost-effectiveness or other relevant considerations such as transmission impacts.

2. Intervenors

The Intervenors argue that Seminole's need forecasts are not reliable, and have been historically biased toward significantly overstating forecast values as compared to actual values observed. The Intervenors maintain that Seminole has consistently and significantly overstated its projected winter and summer peak demand, as well as its net energy for load (NEL), as demonstrated by the Intervenors' forecast error calculations (units and rates) which were based on Seminole's 2005 through 2012 forecasts. The Intervenors assert that Seminole's winter peak forecasting errors five-years out have averaged 1,381 MW (39 percent), which is more than Seminole's projected "Winter Need Gap" of 1,336 MW for 2024. The Intervenors argue that Seminole's current forecasts cannot be used as a basis for supporting Seminole's purported need for the combined capacity of the Seminole Facility and the Shady Hills Facility.

The Intervenors further maintain that, while Seminole's forecasting methodology has been updated, it is at best unproven in any comparison of forecast to actual values. The Intervenors assert that Seminole's load forecasts expose a bias toward overforecasting load requirements three to five years into the future over the last decade, and thus are a cause for "extreme doubt" as to Seminole's need for the Seminole Facility and the Shady Hills Facility for system reliability and integrity. The Intervenors also contend that even if Seminole's need forecasts were accurate, Seminole can more cost-effectively meet the "probably overstated" needs by using PPAs through 2027, as shown by Seminole's No Build Portfolio,⁴ followed by lower cumulative present value revenue requirement (CPVRRs) additions properly evaluated in the mid-2020s. Moreover, the Intervenors assert that Peninsular Florida's reserve margins are projected to be adequate to meet all reliability criteria through at least 2026, without the Seminole Facility or the Shady Hills Facility. The Intervenors argue that the additional flexibility of shorter-term PPAs through the No Build Portfolio will allow Seminole to better match resources with needs.

B. Analysis

1. Seminole's Load Model Forecasting Overview

The load forecasts relied upon by Seminole are aggregates of the forecasts Seminole prepares for each of its nine members, and include forecasts of consumers (i.e. number of customers), winter and summer peak demand, and NEL. Seminole maintains that it creates econometric models to prepare forecasts by using model assumptions that are collected from Seminole's members, government agencies, universities, and third party providers. The annualized load forecasts for the years 2017 through 2027, which were used to support Seminole's petition in this proceeding, appear in Seminole's December 2017 Need Study. In addition to the base forecasts, Seminole includes both high-case and low-case projections of

⁴The Intervenors refer to Seminole's No Build Portfolio (comprised of all PPAs) as the NO BUILD RISK Portfolio.

demand based on the 10th and 90th percentile ranks of temperature distribution that is derived from past temperatures.

Seminole's forecast of winter peak demand is of particular importance when evaluating its need for the proposed generating plant additions because Seminole is a winter peaking utility. Seminole asserts that its winter peak demand models regress independent variables, with the highest peak during November through March, while the summer peak demand models regress independent variables, with the highest peak during April through September. Seminole's member-specific winter peak demand models include variables such as: member forecasted consumer growth or population projections; heating degree days interacting with heating end-use equipment/appliance forecasts; load factor; and, in most cases, Seminole's wholesale electricity price (in real terms).

A key consideration is whether the additional capacity associated with the Seminole Facility and Shady Hills Facility is needed to meet Seminole's winter peak demand, and if so, when. Below, we consider whether Seminole's winter peak demand forecast is reasonable prior to evaluating the generation and purchase power aspects of Seminole's need proposal.

i. History and Forecast of Seminole's Winter Peak Demand

Presented in Table 1 below is an overview of Seminole's actual and projected peak demand and NEL requirements for the period 2012 through 2027.

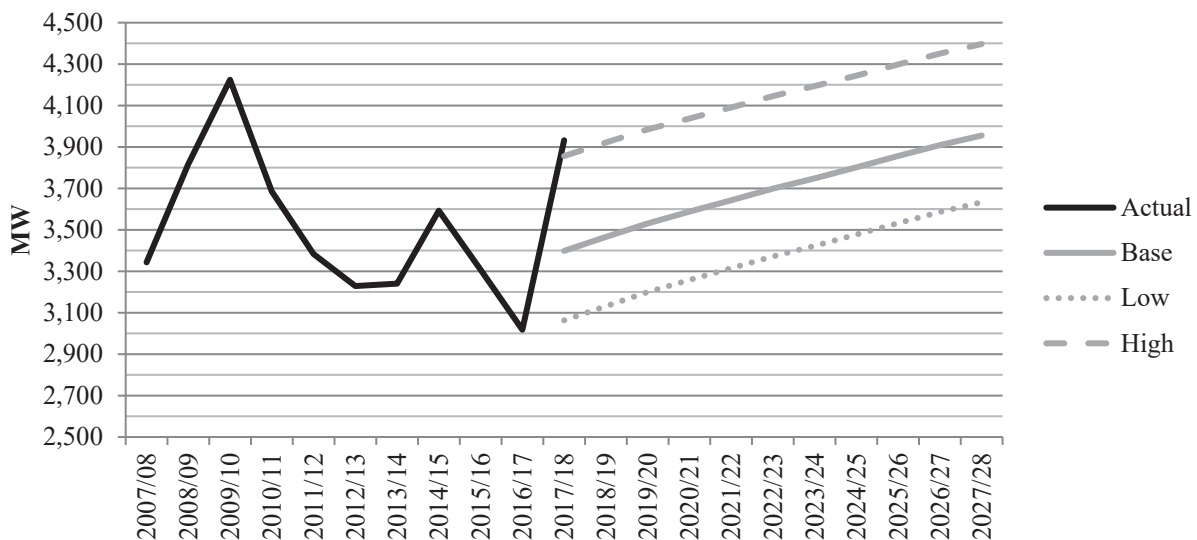
Table 1
Seminole Historical and Projected Peak Demand
and Net Energy for Load Requirements

Year	Winter Peak (MW)	Summer Peak (MW)	Net Energy for Load (GWh)
2012 (actual)	3,229	2,890	13,256
2017 (actual)	3,932	3,114	14,325
2018 (projected)	3,466	3,140	14,601
2022 (projected)	3,699	3,297	15,306
2027 (projected)	3,955	3,516	16,437
Actual Growth (2012-2017)	703	224	1,069
Projected Growth (2018-2022)	233	156	705
Projected Growth (2018-2027)	490	375	1,836
CAGR, 2012-2017*	4.02%	1.50%	1.56%
CAGR, 2018-2022*	1.64%	1.22%	1.19%
CAGR, 2018-2027*	1.48%	1.26%	1.32%
*CAGR = ((Ending Value / Beginning Value) ^ (1/Number of Periods)) - 1			
Note: Growth figures may not compute due to rounding.			

The 2018 through 2022 compound annual growth rates (CAGR) of Seminole’s forecasted winter peak, summer peak, and NEL are less than the actual CAGRs over the recent period of 2012 through 2017. The CAGR of winter-peak requirements for the period of 2012 through 2017 were skewed by a colder-than-projected 2017-2018 winter season. Seminole presented a forecasted 2017-2018 winter peak requirement of 3,398 MW in its December 2017 Need Study, when its actual 2017-2018 winter peak demand was 3,932 MW – an underforecast of 534 MW. Seminole’s winter-peak growth for the 2018 through 2022 period is projected to be approximately 233 MW.

A graphical representation of Seminole’s winter demand beginning in 2007, including actual data showing the 2017-2018 winter, and forecasted data through 2027, with Seminole’s alternative high and low forecasts, is set forth below in Figure 1.

**Figure 1
Winter Peak Demand**



ii. Seminole’s Historical Load Forecast Error

The Intervenor’s contend that Seminole’s historical winter demand forecast errors indicate an overforecasting bias, and are evidence that Seminole’s current load forecast cannot be used as a basis for establishing a need for either the Seminole Facility or the Shady Hills Facility. Seminole argues that the Intervenor’s assessment of Seminole’s load forecast errors is incorrect for the following reasons:

1. Forecast Process Improvements – Seminole has implemented a series of improvements to its load forecasting process and methodology from 2014 through 2017 that are relevant to this case. Such improvements included: various changes to its end use model; transitioning to forecasting total energy requirements rather than usage per customer using hourly delivery point data; transitioning to “SAS on Windows PC” software in place of “SAS on Mainframe” software for modeling and

- forecasting; expanding its weather stations from 8 to 25 while enhancing its weather station selection process; and replacing saturation and efficiency variables with Itron, Inc. energy intensity variables.
2. Incorrect Forecast Error Calculations - Seminole presented a “corrected” analysis of the Intervenor’s calculation of Seminole’s historic forecast errors three, four, and five years out. Seminole’s “corrected” analysis indicated that the error rates were significantly lower than the error rates presented by the Intervenor, albeit still high (e.g., a 21 percent error rate for winter peak demand forecasts five years out, as opposed to 39 percent asserted by the Intervenor).
 3. Other Florida Utilities Had High Forecast Errors – Seminole asserts that the Intervenor’s approach yields a similar magnitude of historical forecast errors for Seminole, Duke Energy Florida, LLC (DEF), and Tampa Electric Company (TECO), and that many utilities during the period in question (2005 through 2013) had high forecast errors due to the effects of the Great Recession.
 4. Reasonably Low Ex-Post Forecast Errors – Seminole argues that it has been conducting ex-post forecast error analyses of its annual load since 2015. Seminole contends that its 2017 ex-post forecast error analysis ranged from 2.3 to 3.5 percent for the winter demand model, and that such error rates were “reasonably low.”

We reviewed Seminole’s changes to its load model and forecast process. The following model changes were adopted by Seminole beginning in 2015, which were expected to improve Seminole’s winter peak demand model, forecast methodologies, and data accuracy:

- Weather Data – Seminole expanded the number of weather stations from 8 to 25, increased the types of weather data used, and improved its weather station selection methodology to reduce forecast error.
- Load Data – Seminole used hourly delivery point data to model and forecast total energy and demand requirements, rather than continuing to rely upon forecasts of consumer meters, usage per meter, and extrapolated loss and load factors.
- Appliance Saturation and Efficiencies – By joining Itron, Inc.’s Energy Forecasting Group, Seminole enhanced its ability to account for trends in structural changes, end-use appliance saturation, and efficiencies, thereby taking advantage of the latest trends and indices, adapted to Seminole’s member data.
- Forecast Technology – Seminole converted to “SAS on Windows PC” from “SAS on the Mainframe,” which allowed Seminole to include new data and make its modeling and forecasting process more flexible and robust.

These changes in methodology and data are broad-based modifications to the methodology and data used in Seminole’s prior load models and forecasts. The changes appear

to be improvements, offering a higher level of precision, a greater level of detail, and a more flexible and robust forecasting software platform for modeling and forecasting.

We reviewed Seminole's response to the intervenors' assessment of Seminole's historical load forecast error rate. Seminole's "corrections" to the intervenors' assessment included the following: (1) the graduated removal of Lee County Electric Cooperative's load forecast data from Seminole's load forecasts shown in the 2005, 2006, and 2007 Ten-Year Site Plans;⁵ (2) the recognition that Seminole's LFSs are prepared in the year prior to the Ten-Year Site Plan in which they appear; and (3) the recognition of the biennial production of load forecast studies before 2008.⁶ We note that the intervenors neither refuted Seminole's "corrections," nor amended their forecast error analysis to incorporate Seminole's "corrections." Upon review, we find that Seminole's "corrections" appear to be well-supported.

We reviewed Seminole's argument that other utilities with similar size and geographic characteristics also experienced high load forecast errors during the historical forecast period included in the intervenors' testimony. We agree that the historical load forecast errors for forecasts prepared through 2012 were similarly high for the two other utilities Seminole selected for comparison purposes (DEF and TECO). Seminole argues that, as a point of comparison, many utilities in Florida struggled with load forecast errors beginning with the onset of the Great Recession in 2008. Seminole contends that "the majority of [Seminole's] error was caused by the [G]reat [R]ecession and the onset of federally implemented energy efficiency codes and standards," but Seminole acknowledges that the absence of the load modeling and forecasting enhancements that Seminole adopted later also contributed to the high error rates. Upon review, it may be reasonable to expect that the Great Recession initially had a negative impact on forecast accuracy; however, we find that the record does not contain metrics identifying the specific causes of Seminole's load forecast errors.

Seminole's analysis of its, DEF's, and TECO's comparative load forecast errors does not include a comparison of 2013 load forecast errors.⁷ We note that Seminole continued to report high winter peak demand forecast error rates as late as the 2013 LFS (e.g., 16.9 percent error rate for its forecasts prepared three-years out, which was the 2015-2016 winter season). This is an indication that the issue of high historical load forecast errors for Seminole may not be fully attributed to the impacts of the Great Recession, which ended in approximately June 2009. Based on Seminole's high historical average forecast error rates (overforecasts) contained in Seminole's load forecast studies through 2013, it appears that significant improvements in Seminole's load forecast process and methods were necessary to improve the accuracy of Seminole's load forecasts. As discussed above, Seminole launched a series of changes to its load

⁵Reflects removal of Lee County Electric Cooperative data for forecasts appearing in the 2005-2007 Ten-Year Site Plans for forecast periods beginning in 2008, when reductions in load to that utility became known and recognized.

⁶Seminole's 2005 Ten-Year Site Plan reflects the 2003 LFS; Seminole's 2006 and 2007 Ten-Year Site Plans both reflect the 2005 LFS. Thus, new forecasts were not produced in the 2005 and the 2007 Ten-Year Site Plans.

⁷Seminole provided data through the 2013 Ten-Year Site Plans, but the 2013 Ten-Year Site Plan is based on forecasts prepared in 2012, not 2013, consistent with Seminole's assertion that forecasts are prepared the year prior to the Ten-Year Site Plan in which they appear.

model and forecast process in its 2014, 2015, 2016, and 2017 LFSs designed to improve load forecast accuracy.

We also reviewed Seminole's contention that its load forecast process has resulted in more accurate forecasts. Beginning in 2015, Seminole initiated its ex-post forecast analysis for demand and energy. This analysis is an error-estimating procedure that is based on replacing the original estimated weather and economic data with actual weather and economic data in the forecast model to generate an "after the fact," or ex-post, forecast devoid of weather and economic errors. The difference in the actual demand and the ex-post demand forecast is the remaining error rate, which is meant to be an indicator of the magnitude of the error in Seminole's model. The ex-post forecast error for Seminole's 2017 winter peak demand based on the 2016 LFS (two-years out) was 3.5 percent. Seminole's ex-post forecast for Seminole's 2016 winter peak forecast error (one-year out) was 2.3 percent. Seminole asserts that this level of error rate is reasonably low for a period of one and two years out. However, we note that the error rates of most interest in this proceeding are for the forecasts that are five and six-years out.

We must also examine whether Seminole adequately addressed the high historical forecast errors in its more recent load forecasts. First, we reviewed Seminole's recent ex-ante forecast error, which is forecast error without adjustments for weather and economic data. Seminole's 2014 through 2017 winter demand forecasts, conducted during the period of modeling/forecasting method changes, may or may not produce error rates that would follow the pattern of the overforecasts that came before. In reviewing such error rates, consideration may be given to significant impacts due to weather or other volatile and uncontrollable factors which may have been present. The related ex-ante analysis appears below in Table 2.

Table 2
Seminole Winter Peak Demand Ex-ante Forecast Error Rates,
2011-15 Load Forecast Studies

Actual Winter Peak Demand Period	Actual Demand	Load Forecast Study Year	"3-Years Out" MW	Percent Error	Load Forecast Study Year	"4-Years Out" MW	Percent Error
2014-15	3,593	2012	3,949	9.91%	2011	4,054	12.83%
2015-16	3,307	2013	3,866	16.90%	2012	4,022	21.62%
2016-17	3,018	2014	3,516	16.50%	2013	3,978	31.81%
2017-18	3,932	2015	3,539	-9.99%	2014	3,588	-8.75%

Note: Bolded entries denote results beginning with Seminole's 2014 LFS.

As reflected in Table 2, the three available data points for three and four-year out winter peak demand error since the initiation of load forecast process changes in 2014 were: (1) the three-year out forecast for the 2016-2017 winter season; (2) the three-year out forecast for the 2017-2018 winter season; and (3) the four-year out forecast for the 2017-2018 winter season. Two of these three error rates are negative, indicating underforecasts had occurred, which is not unexpected since winter peak temperatures were lower than normal for the 2017-2018 winter

season. The three-year error rate for 2016-2017 was strongly positive at 16.50 percent, but that occurred in a year when the actual temperatures in January and February of 2017 were very mild (higher than normal). From the available data, these forecast data points suggest Seminole's recent winter peak demand forecasts are less prone to being overforecasts at three and four years out than they were historically.

Next, we reviewed whether Seminole's 2014 through 2017 load forecasts show significant decreases in demand and energy compared to the 2013 load forecasts for the relevant years in this proceeding (i.e., 2021 through 2023). If Seminole's load modeling/forecasting changes were effective in making Seminole's forecast more accurate, the forecast amounts would be expected to decrease significantly, based on Seminole's history of high overforecasts. The related data for Seminole's winter peak demand is shown below in Table 3.

Table 3
Year over Year Percent Change in Winter Peak Demand Forecasts

Load Forecast Study	Winter Season			
	2021-22		2022-23	
	MWs	Percent Change	MWs	Percent Change
2013	4,540	-	4,651	-
2014	3,831	-15.6%	3,887	-16.4%
2015	3,744	-2.3%	3,787	-2.6%
2016	3,750	0.2%	3,803	0.4%
2017	3,643	-2.9%	3,699	-2.7%
2017-2013	-897	-19.8%	-952	-20.5%

The data indicates that significant reductions occurred in Seminole's 2014 winter peak demand forecast relative to Seminole's 2013 winter peak demand forecast, and that additional, albeit smaller, reductions occurred in the 2015 and 2017 winter peak forecasts. The overall reduction in winter peak demand forecasted from Seminole's 2017 LFS for the projected in-service year of the Shady Hills Facility is 897 MW, or 19.8 percent, relative to the forecast from Seminole's 2013 LFS. We have reviewed Seminole's load models and forecast methods, assumptions, data, data sources, statistics, and error rates, and find Seminole's load models and forecasts to be reasonable. We also note that no other alternative load forecasts were presented in this proceeding.

iii. Summary of Load Forecasting

The Intervenor's question the accuracy of Seminole's load forecasts because Seminole has historically experienced high load forecast error rates, and contend that its new forecasting methodology and new inputs remain unproven. However, we find the Intervenor's are not persuasive based on the following reasons: (1) Seminole's broad-based load modeling and forecasting changes; (2) Seminole's reasonable levels of winter peak demand ex-ante and ex-post forecast errors in recent years; and (3) Seminole's significantly reduced winter peak demand forecasts beginning in 2014 and extending through 2017. Based upon our quantitative and

qualitative review of the record, we find that Seminole's changes to its load modeling/forecasting methods and processes have improved its forecasting accuracy. In sum, we find that Seminole's models and forecasts of customers, winter and summer peak demand, and net energy for load are reasonable for purposes of determining the need for the Seminole Facility and the Shady Hills Facility.

2. Reserve Margin

Seminole avers that it has two principal reliability criteria: (1) a 15 percent reserve margin; and (2) a loss of load probability of one day in ten years. Seminole maintains that its forecasted load and winter peak reserve margin are significant factors that contribute to its asserted need. As shown in Table 4 below, beginning in the 2021/22 timeframe, Seminole's winter reserve margin is expected to be below its 15 percent reserve margin criterion if no capacity is added. The expiration of multiple PPAs will cause a drop of 947 MW in available capacity, and load growth is projected to increase Seminole's winter peak demand by 229 MW by 2023. Seminole asserts that this could leave Seminole's members and member-consumers⁸ at a high risk of service interruptions.

Table 4
Winter Reserve Margin with No Additional Capacity

Year	Capacity Available (MW)	System Firm Peak Demand (MW)	Reserve Margin
2018/19	4,496	3,470	30%
2019/20	4,746	3,537	34%
2020/21	4,595	3,595	28%
2021/22	3,849	3,643	6%
2022/23	3,549	3,699	-4%

Seminole proposes to meet its need with what it has denoted as the Clean Power Plan/Combined Cycle (CPP/CC) Portfolio. As further discussed in Section V below, this portfolio includes adding the Shady Hills Facility in 2021, the Seminole Facility in 2022, retiring one of the two SGS coal units in 2022, and the addition of multiple PPAs. As shown in Table 5 below, Seminole's projected winter reserve margin with the CPP/CC Portfolio is expected to satisfy Seminole's 15 percent reserve margin criterion.

⁸ Member-consumers are Seminole's members' retail customers.

Table 5
CPP/CC Portfolio Winter Reserve Margin

Year	Capacity Available (MW)	System Firm Peak Demand (MW)	Reserve Margin
2018/19	4,496	3,470	30%
2019/20	4,746	3,537	34%
2020/21	4,595	3,595	28%
2021/22	4,200	3,643	15%
2022/23	4,264	3,699	15%

The Intervenor argues that Seminole can meet its need more cost-effectively through 2027 with PPAs. Cost-effectiveness will be addressed in Section V below. The Intervenor also argues that Peninsular Florida reserve margins are projected to be adequate to meet all reliability criteria through at least 2026 without constructing the Seminole Facility or the Shady Hills Facility. However, Seminole argues that the Intervenor can cite to no Commission precedent for the proposition that Seminole must rely on excess Peninsular Florida capacity, in lieu of new generation resources, without regard to cost-effectiveness or other relevant considerations such as transmission impacts. Also, Seminole asserts that approximately 80 percent of Seminole's member load is located in the DEF balancing area, and that having excessive generation resources outside of that balancing area would require wheeling power through multiple areas. Based on the foregoing, we find that Seminole does have a reliability need, and the record demonstrates that the portfolio including the Seminole Facility and the Shady Hills facility will reasonably address this need.

C. Decision

We find that Seminole's models and forecasts of seasonal peak demand and net energy for load through 2027 are reasonable. With the expiration of existing PPAs, we find that Seminole has demonstrated a need for the Shady Hills Facility in 2021 to maintain its system reliability and integrity.

II. Renewable Energy Sources and Technologies or Conservation Measures to Mitigate Need

A. Positions of the Parties

1. Seminole

Seminole argues that as a winter-peaking utility, its highest demand occurs when solar energy is not a viable capacity source. As such, Seminole asserts that additional renewable energy is not reasonably available to mitigate Seminole's need. Seminole also contends that the results of its RFP process show that additional renewable energy resources would not be cost-effective compared to the Seminole Facility or the Shady Hills Facility.

Seminole avers that, as a wholesale supplier of electric energy to its members, it is not directly responsible for demand-side management (DSM) programs, but that its wholesale rate structure provides price signals to its members that encourage conservation. Seminole further asserts that its generating mix already includes reasonably available renewable resources. Seminole notes that it assists its members in evaluating and implementing DSM measures, and that it engaged Advanced Energy and Tierra Resource Consultants (AE/Tierra) to identify potential new conservation programs and evaluate their cost-effectiveness. Seminole states that none of the potential measures evaluated by AE/Tierra satisfied the Rate Impact Measure test. Nevertheless, Seminole included 40 MW (summer) of solar capacity in the selected resource plan.

2. Intervenors

The Intervenors argue that there is more than 3,000 MW of solar generating capacity available to meet Seminole's needs. Further, the Intervenors contend that solar costs and solar-with-storage costs are declining, and that Seminole failed to adequately examine these important options. The Intervenors also assert that there is likely significant additional conservation potential to help mitigate the need for either the Seminole Facility or the Shady Hills Facility. The Intervenors assert that, through 2016, utilities subject to the Florida Energy Efficiency Conservation Act (FEECA) have achieved winter peak demand reductions totaling 17 percent of the Florida Reliability Coordinating Council's projected 2017 firm winter peak demand. The Intervenors maintain that Seminole, by comparison, has achieved 5.8 percent of its firm winter peak as winter-peak demand reductions. Therefore, the Intervenors contend that if such winter-peak demand reductions have been achieved by Florida's FEECA utilities, these reductions are at least reasonably attainable by Seminole and its members.

B. Analysis

1. Renewable Energy Sources and Technologies

Seminole argues that its generation portfolio currently incorporates various renewable generation resources. In terms of winter capacity, biomass facilities account for 13 MW, landfill gas-to-energy facilities for 16.8 MW, and waste-to-energy facilities for 58 MW, in addition to 2.2 MW of summer solar photovoltaic (PV) capacity from the Cooperative Solar facility. A provision in Seminole's Member Wholesale Power Contract gives Seminole's members the flexibility to install distributed renewable generation with capacity amounts up to five percent of each member's three-year average peak demand.

Seminole recently added 40 MW of summer capacity from the Tillman Solar Center, a solar PV facility. When evaluating responses to its March 2016 RFP, Seminole had concerns with the viability of solar capacity sources to offset its winter peak demands. Seminole attests that Coronal, the bidder associated with the Tillman Solar Center, provided the lowest-priced offer, and would honor this price for a project within the 40 MW to 75 MW range. Seminole opted for the 40 MW size to evaluate the effects of a mid-size solar facility on its system.

Seminole argues that, while the renewable resource responses to Seminole's RFP largely consisted of solar facility proposals, a number of non-solar proposals were also received. These covered a wide-range of renewable technologies including landfill gas, waste-to-energy, wind, and battery storage. Seminole noted that it ultimately rejected all of the non-solar proposals because they were not as economical as the traditional generating proposals received. Sedway Consulting, Seminole's contracted independent evaluator, performed a parallel RFP analysis, and the results corroborated Seminole's decisions. We discuss other aspects of the RFP process in Section V below.

Seminole asserts that it received RFP responses totaling approximately 3,000 MW of solar generating capacity. The Intervenor argue that these proposals demonstrate that there are "significant amounts" of renewables reasonably available to Seminole. Through its RFP process, Seminole sought input from the wholesale power markets in identifying viable commercial alternatives to serve the energy demands of its members' systems. Thus, solar and solar-with-storage providers were given an opportunity to compete on equal terms with more traditional generation facilities. As discussed above, Seminole chose a mid-size solar facility to add 40 MW of summer capacity to its system, and Sedway Consulting confirmed its decision.

Seminole further asserts that the cost of solar and solar-with-storage facilities are declining. The Intervenor argue that Seminole should use a portfolio comprised of all PPAs for the next 7-10 years, as this would give Seminole an opportunity to observe whether there are additional improvements in renewable technologies, such as solar-with-storage. We do not find the Intervenor's argument persuasive because Seminole retains the opportunity to observe advances in renewable technology. Based on the forgoing, we find that renewable energy resources are incorporated into Seminole's system planning to the extent reasonably available.

2. Conservation Measures

Seminole asserts that it is a not-for-profit rural electric cooperative organized under Chapter 425, F.S. Seminole is not subject to FEECA's conservation requirements.⁹ Nevertheless, Seminole argues that it has implemented a number of programs within its system that promote the use of DSM or conservation to its members.

Seminole maintains that its wholesale rate structure includes charges that are meant to reflect its cost of supplying power in the aggregate and to encourage energy conservation, for example: (1) a production demand charge during certain months of the year, designed to encourage member conservation during heavy-demand seasons; (2) monthly member demand charges calculated relative to Seminole's peak in that month, discouraging coincident peaking with Seminole; and (3) Time-Of-Use fuel rates, including on-peak/off-peak energy charges meant to encourage members to minimize their systems' energy use during certain times of the day.

Seminole also states that it supplements its wholesale rate structure by administering a coordinated load management demand reduction strategy that provides real-time notification to

⁹See Sections 366.80-366.83 and 403.519, F.S.

its members, signaling when Seminole's monthly peak is expected to occur. Seminole, with its members, also participates in an Energy Efficiency Working Group which was formed in 2008 to coordinate and promote energy conservation and DSM programs. The working group meets at least two times a year, and Seminole argues that its participation facilitates program implementation training, technical assistance, and promotion of consumer educational material with its members. Also, as part of the Energy Efficiency Working Group, Seminole conducts cost-effectiveness studies on proposed DSM and conservation measures, provides this information to its members, and, based on member requests, assists in program implementation. Moreover, as discussed previously, Seminole engaged AE/Tierra to identify additional DSM and conservation measures to mitigate its asserted need, but found none which satisfy the Rate Impact Measure test.

The Intervenors assert that there are likely conservation measures, at least reasonably available to Seminole, to help mitigate the need for either the Seminole Facility or the Shady Hills Facility; and that this is evident when Seminole's winter peak demand reductions are compared to the reductions achieved by Florida's utilities that are subject to FEECA. As discussed above, Seminole is a wholesale provider of electricity, and provides pricing signals to its members to encourage DSM and conservation measures. FEECA utilities, on the other hand, sell directly to retail customers. We find that the differences between Seminole and FEECA utilities likely contribute to the disparity in the effectiveness of conservation measures. As such, we find that this disparity is not, in and of itself, indicative that there are additional conservation measures available to Seminole. Upon review, we find that Seminole currently incorporates a number of conservation measures into its system, and that there are no significant additional conservation measures reasonably available to Seminole which might mitigate the need for the proposed Seminole Facility or the Shady Hills Facility.

C. Decision

Based on the forgoing, we find that there are no renewable energy sources and technologies or conservation measures reasonably available to Seminole which might mitigate the need for the proposed Shady Hills Facility. We also find that renewable energy resources and conservation measures are incorporated into Seminole's system planning to the extent reasonably available, including the recent addition of 40 MW of summer solar PV capacity, and that Seminole provides appropriate price signals to its members to encourage conservation.

III. Adequate Electricity at a Reasonable Cost

A. Positions of the Parties

1. Seminole

Seminole argues that the Shady Hills Facility is a highly efficient combined cycle unit, which yields lower production costs than other options. Seminole also argues that the location of the Shady Hills Facility provides substantial cost benefits by enabling the Shady Hills Facility to

share existing infrastructure and operational staffing. Seminole asserts that the results of its RFP and resource planning processes show that the Shady Hills Facility, together with the Seminole Facility and removing a coal unit from service, is the most cost-effective alternative to meet Seminole's needs, resulting in \$363 million of projected NPV savings. Seminole asserts that the Shady Hills Facility will sell its electric capacity, energy, and ancillary services to Seminole pursuant to a 30-year tolling agreement, beginning on December 1, 2021. Seminole further asserts that the Shady Hills Facility will help satisfy the need for adequate electricity at a reasonable cost.

2. Intervenors

The Intervenors argue that the Shady Hills Facility is not the most cost-effective alternative available to Seminole to meet the needs of Seminole's member-consumers who would ultimately be required to pay nearly \$4.8 billion for power from the Shady Hills Facility pursuant to the 30-year tolling agreement. The Intervenors argue that the proposed Seminole Facility and the proposed Shady Hills Facility would represent uneconomic duplication of generating facilities if constructed. The Intervenors further argue that Seminole's discount rate exceeds its projected inflation rates; therefore, delay in committing to the Seminole Facility and the Shady Hills Facility will benefit Seminole's member-consumers by reducing CPVRRs. The Intervenors also contend that there is a risk that Seminole's escalation or inflation assumptions are wrong, and that this risk should discourage moving forward with the Seminole Facility and the Shady Hills Facility. The Intervenors assert that, even if escalation in capacity costs were exactly equal to Seminole's discount rate, Seminole's member-consumers would still realize \$69 million in savings over the 2018 through 2027 period with the No Build Portfolio.

B. Analysis

As discussed in Section I above, Seminole's asserted capacity need results primarily from the scheduled expiration of PPAs. The cost-effectiveness of the proposed projects is discussed in Section V. Here we evaluate the various economic assumptions made by Seminole associated with the construction of the Shady Hills Facility, and the reasonableness of these assumptions.

1. The Shady Hills Facility

Seminole describes the proposed Shady Hills Facility as a 1x1 combined cycle facility that will use one natural gas fired combustion turbine generator (CTG), one heat recovery steam generator (HRSG), and one steam turbine generator (STG). The Shady Hills Facility will have an output of 573 MW (winter capacity), and have 30 to 35 MWs of duct firing capability for peaking capacity. The facility will tie to a new DEF substation that will connect to the DEF 230 kilovolt high voltage transmission grid in Pasco County, Florida.

Seminole asserts that the Shady Hills Facility will be located on Shady Hills' existing site in Shady Hills, Florida, allowing it to take advantage of existing transmission and water resource infrastructure. This facility is expected to begin commercial operation in December 2021. Seminole avers that the Shady Hills Facility will be supported by a 30-year tolling agreement with Seminole, allowing Seminole to have the right to schedule the dispatch of the plant, provide

fuel for such scheduled operation, and receive all of the power produced. Seminole further asserts that it will make fixed payments related to the demonstrated capacity of the Shady Hills Facility, and make variable payments when the plant is dispatched per Seminole's schedules. Seminole also maintains that the terms of the tolling agreement provide it with security of power supply at a competitive price for 30 years. Seminole maintains that General Electric Energy Financial Services has a long history of developing and investing in combined cycle power plants, and that Seminole is confident in the company's ability to meet the projected milestones and specifications of the Shady Hills Facility. We find that the Shady Hills Facility provides an economic advantage to Seminole's members by locating it at the existing Shady Hills site because the cost of developing a new site will be avoided, and existing infrastructure can be used.

2. Financial Assumptions

Seminole contends that its petitions for a determination of need for the Seminole Facility and the Shady Hills Facility are the result of a multi-stage resource planning process by which Seminole reviewed numerous options to address Seminole's forecasted need for additional capacity. Seminole notes that it used data from Moody's Economic and Consumer Credit Analytics (Moody's Analytics), the Energy Information Administration (EIA), and the University of Florida's Bureau of Economic and Business Research for its forecasting and financial modeling. For its CPVRR calculations, Seminole used a discount rate of 6.0 percent, which Seminole argues represents its cost of capital, and used data from Moody's Analytics for escalation. We note that the Intervenor did not present alternative rates. Upon review, we find that the financial assumptions made by Seminole are reasonable.

3. Fuel Costs

Seminole argues that fuel cost is one of the most significant elements of its economic analysis of generation alternatives in this proceeding. Seminole asserts that its fuel price forecasts are derived from a combination of published market indices, independent price forecasts, and necessary escalators. Seminole noted that the New York Mercantile Exchange (NYMEX) futures forward market prices were used for projecting Henry Hub natural gas prices, and that the EIA's Annual Energy Outlook was referenced for the rate of escalation embedded in deriving the price forecast beyond the availability of forward NYMEX prices. Seminole maintains that the forecast of coal price was based upon the commodity coal prices provided by Energy Research Company, LLC. Seminole further maintains that the projection of fuel transportation and other variable costs related to fuel delivery was updated based on the estimates obtained from L.E. Peabody & Associates, Inc. Seminole avers that these sources of forward energy prices are commonly accepted in the utility industry.

For scenario analysis and resource planning evaluations, Seminole maintains that a statistical based approach was used to develop alternative (i.e., high/low) natural gas price projections. Seminole states that its alternative natural gas price forecasts stem from a statistical confidence interval representing positive/negative one standard deviation around its base case forward curve.

Seminole avers that it used its fuel price forecasts and its alternative natural gas forecasts to prepare its original economic analysis, and that it then used its updated fuel price forecasts, including its updated alternative natural gas forecasts, to prepare the updated economic analysis. Seminole asserts that the use of the updated fuel price forecast, instead of the original one, did not change the preferred resource portfolio. In addition, Seminole maintains that it used its fuel price forecast across all self-build and purchased power alternatives, unless a firm fuel cost was included in an RFP proposal, to ensure fairness in evaluation.

Upon review, we find that Seminole's fuel price forecasts are reasonable for the purpose of economic evaluations of its potential resource options. We note that the Intervenors did not proffer an alternative fuel price forecast in this proceeding, and did not contest Seminole's fuel price forecasts.

4. Environmental Costs

Seminole asserts that the Seminole Facility and the Shady Hills Facility will be designed with technologies that will minimize air emissions. The CTGs will be equipped with dry low-nitrogen oxide (NOx) combustors to control NOx emissions. The HRSGs will be equipped with selective catalytic reduction systems to further reduce NOx emissions. In addition, Seminole maintains that the Seminole Facility and the Shady Hills Facility will minimize greenhouse gas emissions by using clean-burning natural gas, along with the highly efficient combined cycle electric generating technologies.

Seminole asserts that its economic sensitivity analyses include the scenarios of various Carbon Taxes based on the Minnesota Public Utilities Commission's Carbon Tax assumptions of a High, Mid, and Low Carbon Tax starting at \$34.0/ton, \$21.5/ton, and \$9.0/ton, respectively, in 2019 and escalating afterward. Seminole confirms that neither the Carbon Tax assumptions nor the Carbon Tax scenarios established based upon these assumptions were used in any of the other economic sensitivity analyses that were performed in preparation for Seminole's December 2017 Need Study, including the base case. Specifically, Seminole assumes zero Carbon Tax in deriving the portfolio evaluation results presented in its Need Study, the Summary of Updated Economic Analysis. We find that Seminole's Carbon Tax forecasts, including the underlying assumptions and the derived scenarios, are reasonable for the purpose of evaluating the proposed Seminole Facility and Shady Hills Facility resource plan. We note that no other Carbon Tax forecasts were presented in the proceeding, and the Intervenors have not challenged Seminole's assumptions/scenario or its utilization.

C. Decision

Upon review, we find that Seminole's financial, fuel, and environmental cost estimates are reasonable. Accordingly, we find that the Shady Hills Facility would provide adequate electricity at a reasonable cost.

IV. Fuel Diversity and Supply Reliability

A. Positions of the Parties

1. Seminole

Seminole argues that it seeks to maintain a diversified portfolio of owned and purchased generating assets with a variety of fuel types, sources, and delivery options, and that this enables it to manage fuel price stability and reliability. Seminole asserts that the Seminole Facility and the Shady Hills Facility will be solely fueled by natural gas, but will serve to replace expiring PPAs that are predominately natural gas-fired. Seminole maintains that adding dual-fuel capability to these units would not be cost-effective, and is not necessary to maintain fuel supply reliability. Seminole also argues that its decision to maintain the operation of one SGS coal-fired unit will provide continued diversification in its fuel portfolio, and that it is implementing a natural gas transportation plan that will enhance the diversity and reliability of its natural gas supply. Seminole avers that, consistent with past decisions, we should approve this need determination despite projected increases in Seminole's reliance on natural gas-fired generation.

2. Intervenors

The Intervenors argue that Seminole's CPP/CC Portfolio,¹⁰ which includes the proposed Seminole Facility and Shady Hills Facility, and the retirement of a coal plant, will reduce fuel diversity in Seminole's system, and increase Florida's dependence on natural gas as a generating fuel. The Intervenors also note that Seminole can address its capacity and fuel-diversity needs arising from the closing of one of its SGS coal units by acquiring additional PPAs from dual-fueled facilities like the Pasco Power Plant.

B. Analysis

1. Fuel Diversity

Fuel diversity in a generation portfolio helps to mitigate the effects of extreme price fluctuations, supply interruptions, and transportation instabilities. Seminole argues that the Seminole Facility and the Shady Hills Facility are primarily serving to replace Seminole's expiring PPAs, and that retention of one SGS coal unit will preserve Seminole's fuel diversity. Seminole avers that it subscribes to a portfolio-level review for its generating capabilities when evaluating the necessity of backup fuel in its system. We find that this portfolio-level perspective is better suited to evaluate any changes in Seminole's system's fuel mix as a whole. Table 6 below shows the effects of the CPP/CC Portfolio on the percent of Seminole's total winter net capacity generated by its two major fuel sources, natural gas and coal.

¹⁰ The Intervenors refer to Seminole's CPP/CC Portfolio as the MAX RISK Portfolio.

Table 6
Seminole's Fuel Mix Changes

	Units	Winter 2017/2018 (Pre-CPP/CC)	Winter 2022/2023 (Post-CPP/CC)
Natural Gas Fired System Net Capacity	%	67.4	81.5
Coal Fired System Net Capacity	%	29.5	15.6
Note: Numbers may differ slightly due to rounding.			

The Intervenors and Seminole agree that implementation of the CPP/CC Portfolio into Seminole's system will increase Seminole's reliance on natural gas, and we concur.

Nevertheless, Seminole supports its decision not to equip the Seminole Facility with dual-fuel capabilities by citing the Black & Veatch P2021 Single Fuel Facility Analysis. Black & Veatch estimated the cost of adding dual-fuel capability to the Seminole Facility at approximately \$20.3 million, and concluded that "[Seminole] will be adequately served without additional dual fuel capabilities at the portfolio level." However, Black & Veatch appear to draw this conclusion based on analysis of Seminole's system in a hurricane-like scenario, during which electrical transmission and distribution capabilities are also impacted, resulting in reduced load (as opposed to a cold-weather scenario like Seminole has experienced in the past). Retrofitting dual-fuel capability into the Seminole Facility was estimated by Seminole to cost approximately \$37.6 million. Seminole maintains that a similar cost analysis was not performed for the Shady Hills Facility because there are no provisions in the tolling agreement that would obligate Shady Hills to incorporate any future plant alterations for dual-fuel capabilities.

In its P2021 Single Fuel Facility Analysis, Black & Veatch notes that 77 percent of the natural gas combined cycle and combustion turbine units in the Florida Reliability Coordination Council are equipped with dual-fuel capabilities. The Intervenors argue that Seminole should acquire PPAs with such dual-fuel facilities to address Seminole's capacity needs. Upon review, we find that PPAs should be comprehensively evaluated, and that dual-fuel capability should be one of a number of considerations.

Seminole's decision neither to equip the Seminole Facility with dual-fuel capabilities, nor to negotiate for such capability in the Shady Hills Facility, may result in Seminole relying on Florida's other electricity generators to meet its needs during natural gas curtailment events.

2. Fuel Supply Reliability

Seminole argues that the Seminole Facility and the Shady Hills Facility will interconnect with the Florida Gas Transmission pipeline to receive their natural gas supplies. Seminole contends that implementation of Seminole's natural gas transportation plan will improve Seminole's fuel supply reliability. The Intervenors also acknowledge that "a shift toward more natural gas likely does not cause any [supply reliability] issues." Upon review, we find that Seminole's natural gas transportation plan will improve Seminole's fuel supply reliability because the plan includes contracts with four different parties that will diversify Seminole's delivered gas supply. In addition, Seminole plans to finalize contracts that will provide firm

transportation of natural gas from multiple geographical locations over the life of the Seminole Facility and the Shady Hills Facility.

C. Decision

We find that the proposed addition of the Seminole Facility and Shady Hills Facility, coupled with the retirement of one of the SGS coal units, will increase Seminole's natural-gas fired winter capacity from 67.4 percent to 81.5 percent. By not equipping the Seminole Facility or the Shady Hills Facility with dual-fuel capabilities, Seminole may need to rely on Florida's other electricity generators to meet their needs during natural gas curtailment events. As such, Seminole is taking measures to maintain gas supply availability to its natural-gas fired generating facilities

V. Cost Effectiveness

A. Positions of the Parties

1. Seminole

Seminole argues that, although it is not subject to our bid rule,¹¹ it issued a competitive RFP in March 2016 for potential power purchase options to meet its projected capacity needs. Seminole asserts that the results of culling the proposals, along with using modeling tools, led to its selection of the CPP/CC Portfolio, which includes the Shady Hills Facility in 2021, the Seminole Facility in 2022, and the removal of one of the SGS coal units. Seminole maintains that the CPP/CC Portfolio is the least cost portfolio with NPV savings of approximately \$363 million over the study period as compared to the next ranked portfolio. Seminole asserts that an independent evaluation conducted by Sedway Consulting, Inc. confirms that the selected resource plan that includes the Seminole Facility and the Shady Hills Facility is the most cost-effective alternative. Seminole concludes that the CPP/CC Portfolio is the most cost-effective solution for Seminole's asserted need.

2. Intervenors

The Intervenors argue that the CPP/CC Portfolio is not the most cost-effective alternative available to Seminole. The Intervenors assert that the No Build Portfolio, consisting of PPAs, is a more cost-effective alternative. The Intervenors further assert that other resource options will almost certainly be more cost-effective when properly evaluated in light of actual load growth and then-current costs for gas-fired capacity, solar, and solar with storage. The Intervenors contend that because escalation rates are projected to be significantly less than Seminole's discount rate, delay will reduce CPVRRs for Seminole's member-consumers while minimizing customer risks. The Intervenors also maintain that Seminole did not analyze an all-PPA portfolio with removal of one of its coal units, which shows bias in Seminole's analyses in favor of the CPP/CC Portfolio, and shows evidence of imprudence by Seminole. The Intervenors explain that since the CPP/CC Portfolio is not the most cost-effective alternative, no economic need has been

¹¹ See Rule 25-22.082, F.A.C.

demonstrated for the Seminole Facility and the Shady Hills Facility. The Intervenors also assert that the 121 MW of capacity from the facility operated by Quantum offers a viable, competitive option to meet the needs of Seminole's member-consumers.

B. Analysis

1. Initial Proposals

Although not required to do so by our Rules, in an effort to secure the most adequate and cost-effective options for its members, Seminole conducted an RFP, for both a self-build resource at its SGS site and market alternatives. As discussed in Section III above, for the self-build alternative, Seminole retained Black & Veatch to help evaluate numerous power generation technologies as potential future resources, and ultimately selected combined cycle technology. Seminole initiated a power island equipment purchase bidding process, followed by an engineering, procurement, and construction services bidding process, to develop accurate self-build cost estimates which would compete with market alternatives. Seminole states that it evaluated several different technologies from three different vendors: General Electric, Mitsubishi, and Siemens. In February 2016, Seminole issued an RFP to these three vendors, and only General Electric and Mitsubishi responded with compliant bids. Each vendor submitted two proposals: one for a 1x1 configuration and one for a 2x1 configuration. Seminole argues that these four proposals were evaluated along with the market alternatives and, ultimately, General Electric's proposal for the 2x1 configuration was found to be the most economic option. As discussed in Section III, Seminole received a competitive market rate from the original equipment manufacturers and engineering, procurement, and construction companies for the self-build alternative.

Seminole issued an RFP on March 31, 2016, for up to 600 MW starting in June 2021, with needs up to 1,000 MW by June 2022. Seminole's RFP was open to all parties, resulting in over 200 proposals that spread across a wide spectrum of alternatives. Seminole brought together various in-house subject matter experts to evaluate the proposals. Sedway Consulting was also retained by Seminole to provide independent monitoring and evaluation services during Seminole's RFP processes, and to oversee both the self-build and market alternative RFP processes.

Seminole used Planning and Risk and System Optimizer software tools to select which generation/PPAs provided the greatest overall economic value within an entire portfolio with varying combinations of start dates, term lengths, and MW sizes. Seminole asserts that System Optimizer and Planning and Risk are industry-recognized utility tools. According to Seminole, System Optimizer is used to develop an optimal resource mix to satisfy future needs. Seminole maintains that Planning and Risk is a detailed production cost model which commits resources in each hour over the thirty-three year study period from 2018-2051, based on costs and operational constraints. Seminole states that during the process of culling the number of proposals to a manageable shortlist, certain bids were removed from consideration for non-economic reasons such as: transmission availability, fuel accessibility and availability, build and construction risks, technological/commercial risks, environmental factors, credit capabilities, term flexibility, and scheduling flexibility.

We note that Quantum, one of the Intervenors, responded to Seminole's RFP and was included in the shortlist of alternatives, but ultimately was not selected during the evaluation process. Quantum's facility offers 121 MW of capacity, while Seminole's RFP outlined that Seminole was looking for up to 600 MW starting in June 2021, with needs up to 1,000 MW by June 2022. The Intervenors argue that Quantum offers a viable, competitive option to meet Seminole's member-consumers' needs. However, Quantum was included in Seminole's Alternate No Build Risk: All PPA Portfolio, and the record shows that the portfolio including the Quantum facility was approximately \$770 million NPV less cost-effective than the CPP/CC Portfolio over the study period. Therefore, we find that the Intervenors' argument is not persuasive.

According to Seminole, Sedway Consulting's independent evaluation consisted of overseeing both Seminole's self-build and market alternative RFP processes. With the self-build RFP, Sedway Consulting was involved in monitoring and evaluating proposals that included developing a resource that Seminole would own and operate. For the market alternatives RFP, Sedway Consulting reviewed Seminole's RFP process, and performed a parallel and independent economic evaluation of the market alternatives and self-build proposals submitted in response to both of Seminole's RFPs. As with Seminole, Sedway Consulting also considered non-economic factors. For example, proposals from one bidder were removed because the bidder's development efforts were in an early stage, which translated into greater risk and uncertainty associated with the proposed units. Ultimately, Sedway Consulting concluded that Seminole's best option for meeting its long-term capacity needs was a combination of self-build and market alternatives. This included the Seminole Facility and the Shady Hills Facility, as well as a combination of PPAs, and a decision to remove from service one of the SGS coal units. Seminole asserts that its evaluation process was conducted fairly, and that the market alternative proposals and Seminole's self-build resource were evaluated on an equal footing. Upon review, we find that Seminole's analyses of alternatives were thorough.

2. Portfolio Comparison

Based on Seminole's economic and risk evaluation of all available alternatives, four portfolios of generation resources were developed to fulfill its asserted need. Seminole avers that the first scenario that was run through System Optimizer, the SGS 2x1 Portfolio, was created to develop a portfolio for the need starting in winter of 2022 with all resources available. The next portfolio developed, the Limited Build Risk: Shady Hills Portfolio (Limited Build Portfolio), included the construction of only one 1x1 combined cycle unit. The third portfolio developed, the No Build Portfolio, consisted of only PPAs. The final portfolio developed, the CPP/CC Portfolio, took into account the removal of one coal unit from service, the construction of two combined cycle units, and the use of PPAs. Seminole asserts that the removal of a coal unit from service for the CPP/CC Portfolio was evaluated for cost-effectiveness due to regulatory uncertainty and the long-term economics of coal-fired generation. Based on the record, the CPP/CC Portfolio, containing the Seminole Facility and the Shady Hills Facility, was approximately \$363 million, in NPV revenue requirement terms, less expensive than the next least cost portfolio over the study period. The record indicates that each portfolio also contained generic combined cycle and combustion turbine units in later years to backfill as PPAs expired.

Table 7 below shows a comparison of the generation resources in each of Seminole’s portfolios, beginning in 2021.

**Table 7
 Portfolios**

Year	SGS 2x1	Limited Build	No Build	CPP/CC
2021	Multiple PPAs	Shady Hills Facility Multiple PPAs	Multiple PPAs	Shady Hills Facility Multiple PPAs
2022	Seminole Facility			Seminole Facility Retire SGS Unit
2023				
2024		Additional PPA	Additional PPA	Additional PPA
2025				
2026				
2027+	Generic CCs/CTs	Generic CCs/CTs	Generic CCs/CTs	Generic CCs/CTs

3. SGS Coal Unit Removal

Seminole argues that due to regulatory uncertainty and the long-term economics of coal-fired generation, it decided to remove one of its 664 MW SGS coal units from service as part of its CPP/CC Portfolio.¹² Seminole asserts that the cost of maintaining and operating coal units make such units a less attractive option, given the high efficiencies of combined cycle generation and low natural gas price projections. Seminole asserts that coal-fired resources are fairly inflexible in some aspects, for example, their inability to be shut down at night and to be started back up in the morning. Upon review, we find Seminole to be persuasive on this point.

The Intervenors assert that Seminole did not evaluate an all-PPA portfolio with removal of a coal unit. While this is true, we note that all three remaining portfolios proposed by Seminole did not include the removal of a coal unit from the analyses, and there is no requirement to do so. Additionally, as later shown in Table 8, the No Build Portfolio advanced by the Intervenors is the most expensive alternative over the study period.

4. Board of Trustees’ Decision

Seminole is owned by its members and governed by a Board of Trustees. Each of Seminole’s members has two voting representatives and one alternate representative on the Board of Trustees. Seminole’s Board of Trustees unanimously deemed the CPP/CC Portfolio, which includes both the Seminole Facility and the Shady Hills Facility, to be the best portfolio overall to meet Seminole’s members’ needs over the study period. Seminole’s Board of Trustees also made a determination that the No Build Portfolio is not a portfolio they wished to pursue based on reliability and overall cost.

¹² We note that this docket was not initiated for approval of the removal of one of Seminole’s coal units.

5. Economic Analyses

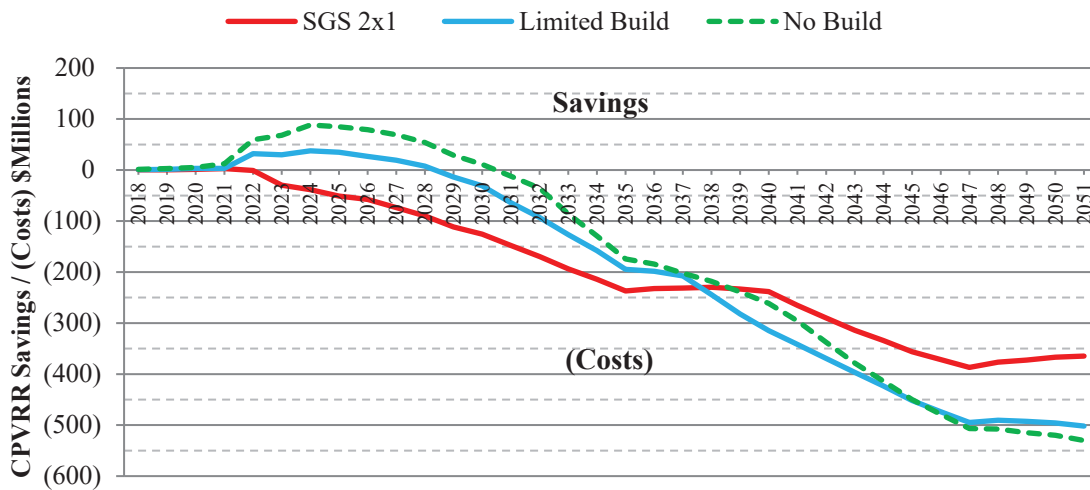
As previously discussed, Seminole's RFP process resulted in four combinations of portfolios for evaluation. Because these portfolios represent the least cost alternatives based on Seminole's economic analyses, we find that these portfolios represent reasonable alternative scenarios for cost-effectively meeting the needs of Seminole's members over the study period. Seminole's annual revenue requirement analysis provides the total cost for each portfolio over the study period from 2018 through 2051. The total cost associated with each portfolio is set forth in Table 8 below.

Table 8
Total Revenue Requirements (\$million NPV)

Portfolio	Total	Difference from the CPP/CC Portfolio
SGS 2x1 Portfolio	20,982	(363)
Limited Build Portfolio	21,120	(502)
No Build Portfolio	21,148	(530)
CPP/CC Portfolio	20,618	-
Note: Numbers may differ slightly due to rounding.		

As shown in Table 8 above, the CPP/CC Portfolio, which includes both the Seminole Facility and the Shady Hills Facility, is the least cost portfolio, and is approximately \$363 million less expensive than the SGS 2x1 Portfolio, the next least cost portfolio. We note that the SGS 2x1 Portfolio and the Limited Build Portfolio, each including both SGS coal units, are also more cost-effective than the No Build Portfolio over the study period. Due to regulatory uncertainty and the long-term economics of coal-fired generation, Seminole decided to consider a portfolio with removal of one of the coal units, the CPP/CC Portfolio. With the coal unit removed, the portfolio including the Seminole Facility and the Shady Hills Facility was identified as the most cost-effective portfolio over the study period via System Optimizer. Figure 2 below illustrates CPVRR savings and costs for each portfolio as compared to the CPP/CC Portfolio.

Figure 2
Annual CPVRR Comparison to the CPP/CC Portfolio



The No Build Portfolio is estimated to produce CPVRR savings through 2031. However, the No Build Portfolio is expected to be over \$500 million CPVRR more expensive than the CPP/CC Portfolio over the study period. The next least cost portfolio over the study period is the SGS 2x1 Portfolio.

The Intervenor's argue that the CPP/CC Portfolio is not the most cost-effective alternative available to Seminole, and that delaying the Seminole Facility or the Shady Hills Facility will reduce CPVRRs to customers. Seminole asserts that the No Build Portfolio is the least cost portfolio over approximately the first seven years of the study period. Seminole further asserts that it evaluated both the total revenue requirements for a period of 2018 through 2051, as well as a period of 2018 through 2027, and determined that the CPP/CC Portfolio was the most cost-effective, risk-managed resource plan for both periods. Although the No Build Portfolio has NPV savings of approximately \$69 million in the 2018 through 2027 time period when compared to the CPP/CC Portfolio, we do not find the Intervenor's argument to be persuasive because the No Build Portfolio has the additional risk and uncertainty associated with having to go back into the market for replacement resources as the PPAs expire. The No Build Portfolio also has potential additional transmission costs and risks associated with having to transfer energy through multiple areas for Seminole's member load.

Seminole asserts that it is an industry-standard practice to evaluate new generation facilities over a reasonable life expectancy, and that most natural gas generating facilities have a life of 30 plus years. Because Seminole evaluated new generation facilities (both owned and PPAs), we find that it is appropriate to have a study period that would cover the life expectancy of these units. Seminole stated that traditionally, revenue requirements for cooperative-owned generation decline over the life of the facility, whereas PPA pricing is usually flat or even escalating. The Intervenor's assert that delaying the in-service dates of the Seminole Facility and the tolling agreement for the Shady Hills Facility will improve the CPVRR and rate impacts to customers. However, Seminole contends that it is choosing not to delay the Seminole Facility and fulfill its needs with PPAs during the first ten years of the study period because it received a

competitive market rate from the original equipment manufacturers and engineering, procurement and construction companies to build the Seminole Facility in the 2022 timeframe. Seminole suggests that there is uncertainty whether the same cost would be available in another seven to ten years. Seminole notes that if building either of the facilities were delayed until later in the study period, such delay would not reduce the CPVRR of payments from customers. Seminole also noted that the No Build Portfolio includes generic combustion turbine units as backfill units as PPAs expire, using Seminole's two percent escalation rate, which is more costly over the study period.

We do not find the Intervenor's argument in favor of a short term approach to be persuasive. This viewpoint would favor building a less efficient combustion turbine facility over a more efficient combined cycle facility since the former is initially less expensive and quicker to build. Upon review, we find that the CPP/CC Portfolio, containing the Seminole Facility and the Shady Hills Facility, is the most cost-effective portfolio over the study period; accordingly, we find that the Seminole Facility and the Shady Hills Facility are the best alternatives to reliably meet Seminole's members' and member-consumers' needs.

C. Decision

The proposed CPP/CC Portfolio, containing both the Seminole Facility and the Shady Hills Facility is expected to result in NPV savings of approximately \$363 million in comparison to the next least cost portfolio over the study period. Therefore, we find that the Shady Hills Facility will provide Seminole's members with the most cost-effective alternative available.

VI. Alternative Scenarios

A. Positions of the Parties

1. Seminole

Seminole asserts that it reviewed over 200 proposals in response to its RFP, and developed reasonable portfolios for evaluation. Seminole argues that when removing a coal unit was assumed in Seminole's economic analyses, the Planning and Risk and System Optimizer software tools identified the construction of new units as components of portfolios deemed potentially cost-effective. Similarly, based upon its independent analysis, Sedway Consulting identified new units as components of the most cost-effective plan.

Seminole argues that there is no basis to suggest that an all-PPA portfolio advocated by the Intervenor would be cost-effective under any scenario, whether or not a coal unit is assumed to be taken out of service. Seminole further argues that an all-PPA Portfolio would force Seminole to rely on PPA sources in balancing areas where the power is not needed to serve Seminole's load, thereby requiring Seminole to wheel the power to a different balancing area. Seminole argues that this would increase costs and raise reliability concerns given the fact that Seminole is a transmission-dependent wholesale provider.

2. Intervenors

The Intervenors argue that Seminole did not accurately or appropriately evaluate all reasonable alternative power supply options for meeting the needs of its members and the member-consumers who depend on Seminole. The Intervenors further argue that Seminole used inflation rates (which reflect annual increases in costs to build new facilities) that are below Seminole's cost of borrowing (reflected in its discount rate of six percent). The Intervenors contend that delay will improve the CPVRRs, thus delaying the need for the Seminole Facility and the Shady Hills Facility. The Intervenors assert that even when Seminole's own analyses showed that the No Build Portfolio would save approximately \$136 Million in CPVRR from 2018 through 2027, Seminole neither attempted to negotiate for later in-service dates for the Seminole Facility or Shady Hills Facility, nor did it consider other available alternatives.

B. Analysis

As discussed in Section V above, Seminole solicited RFPs for both self-build and market alternatives for its capacity need. Seminole's subject matter experts and its independent evaluator, Sedway Consulting, assessed and culled the responses, and used modeling tools to further weigh alternatives. Seminole concluded that the CPP/CC Portfolio, including both the Seminole Facility and the Shady Hills Facility, was the best portfolio to meet Seminole's needs. We find that the portfolios presented were reasonable, and were evaluated over the relevant planning horizon.

C. Decision

Seminole solicited RFPs to fulfill its capacity need and engaged an independent evaluator to ensure that it selected the best overall alternatives. Upon review, we find that Seminole accurately and appropriately evaluated reasonable alternative scenarios for cost-effectively meeting the needs of its customers over the relevant planning horizon.

VII. Determination of Need for the Proposed Shady Hills Facility

A. Positions of the Parties

1. Seminole

Seminole argues that, for the reasons discussed in Sections I-VI above, we should grant the petitions for a determination of need for the Seminole Facility and the Shady Hills Facility. Seminole contends that the analyses presented demonstrate that these two facilities are needed to meet the electrical demands of Seminole and its members, and that Seminole has satisfied all of the criteria set forth in Section 403.519, F.S. Seminole asserts that the Seminole Facility and the Shady Hills Facility are part of a resource plan that will ensure that it can meet its members' needs at a reasonable cost. Seminole avers that the results of the RFP and resource planning processes demonstrate that the selected plan is the most cost-effective, risk-managed alternative. Seminole further asserts that both it and its members employ reasonably available renewable

resources and conservation programs; however, a significant capacity need remains, and the selected resource plan is the least-cost alternative to meet that need.

Seminole avers that non-approval of their petitions would deny Seminole's members and member-consumers the most cost-effective, risk managed power supply solution, and Seminole's reserve margin would fall below its 15 percent minimum reserve level in 2021. Seminole contends that the adverse impact of denying the Seminole Facility and Shady Hills Facility would be \$530 million of additional NPV revenue requirements, without consideration of transmission impacts, as well as continuation of service of the coal unit. Seminole states that if only the Shady Hills Facility is denied, the impact would be approximately \$363 million of additional NPV revenue requirements, along with the continuation of service of the coal unit.

2. Intervenors

The Intervenors argue that Seminole has not credibly demonstrated that it has either a reliability need or an economic need for the proposed CPP/CC Portfolio, which includes the Seminole Facility and Shady Hills Facility. The Intervenors aver that Seminole's load forecasts are unproven and questionable, and that the No Build Portfolio is the more cost-effective alternative for meeting Seminole's member-consumers' needs. The Intervenors also assert that adding the capacity represented by the Seminole Facility and the Shady Hills Facility will uneconomically duplicate capacity. The Intervenors contend that even if Seminole's load forecasts were assumed to be accurate, the CPP/CC Portfolio is not the most cost-effective alternative available, and would reduce fuel diversity. The Intervenors assert that Seminole's proposals would unnecessarily impose \$13 billion in cost risk to its customers, and that we should deny both of Seminole's petitions for the Seminole Facility and the Shady Hills Facility.

B. Analysis

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.

As discussed in Sections I-VI above, and summarized below, the record supports an overall need for the Shady Hills Facility in 2021.

- Seminole has demonstrated that it has a system need for capacity additions beginning in 2021 to meet its 15 percent reserve margin criterion.
- No cost-effective DSM or renewable resources have been identified that could mitigate the need for the Shady Hills Facility.

- The Shady Hills Facility is expected to provide adequate electricity at a reasonable cost to Seminole's members and member-consumers.
- The Seminole Facility, the Shady Hills Facility, and the retirement of one of the SGS coal units will increase Seminole's reliance on natural gas.
- The CPP/CC Portfolio containing the Shady Hills Facility is expected to result in NPV savings of approximately \$363 million in comparison to the next least cost portfolio and, therefore, is the most cost-effective alternative.

C. Decision

Upon review, we shall grant Seminole's petition to determine the need for the proposed Shady Hills Facility. This Order constitutes our final agency action and report as required by Section 403.507(4)(a), F.S., and as provided for in Section 403.519, F.S. We note that 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.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that there is a need for the Shady Hills Facility in 2021. It is further

ORDERED that for the reasons set forth in the body of this Order, Seminole Electric Cooperative, Inc.'s and Shady Hills Energy Center, LLC's Joint Petition for a Determination of Need for the Shady Hills Combined Cycle Facility is hereby granted. It is further

ORDERED that this docket shall be closed after the time for filing an appeal has run.

ORDER NO. PSC-2018-0263-FOF-EC

DOCKET NO. 20170267-EC

PAGE 33

By ORDER of the Florida Public Service Commission this 25th day of May, 2018.

/s/ Carlotta S. Stauffer

CARLOTTA S. STAUFFER

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.

RD

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 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.



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Randall S. Maggard
Chair, Pasco

Jeffrey M. Adams
Vice Chair, Pinellas

Bryan K. Beswick
Secretary, DeSoto, Hardee,
Highlands

Ed Armstrong
Treasurer, Pinellas

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Charlotte, Sarasota

Rebecca Smith
Hillsborough, Pinellas

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

July 31, 2018

Ms. Amanda Dyer
Environmental Specialist
Florida Department of Environmental Protection
Siting Coordination Office
2600 Blair Stone Road, MS 5500
Tallahassee, FL 32399-2400

Subject: **Shady Hills Combined Cycle Facility (PA18-59)
Agency Report**

Dear Ms. Dyer:

The District is recommending approval of the proposed project. We have no recommended conditions of certification.

The plant's proposed primary water source for cooling, process, and irrigation uses is reclaimed water provided by Pasco County's Shady Hills Wastewater Treatment Facility and master reuse system. The proposed primary back-up water supply source is potable water provided by Pasco County. The existing wells that serve the adjacent Shady Hills Generating Station are proposed as a supplemental back-up water supply source. According to the Site Certification Application, these existing wells (permitted by the District under Water Use Permit No. 20012052.005) will not be included as part of the "certified" facilities, no increase in the permitted allocation is proposed, and authorization for this supplemental water use will be sought outside of the certification process through a permit modification.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me at (352) 796-7211, extension 4790, or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG

cc: Vivian Arenas-Battles, SWFWMD
April Breton, SWFWMD
Mario Cabana, SWFWMD
Manitia Moultrie, Golder
Attached Service List

SERVICE LIST

Department of Environmental Protection

Kelley Corbari, Esq.
3900 Commonwealth Boulevard
Mail Station 35
Tallahassee, FL 32399-3000
Kelley.Corbari@dep.state.fl.us
Michelle.M.Knight@dep.state.fl.us

Shady Hills Energy Center, LLC

Luna Phillips, Esq.
Gunster, Yoakley & Stewart, P.A.
Las Olas Centre
450 East Las Olas Boulevard, Suite 1400
Ft. Lauderdale, FL 33301
LPhillips@gunster.com

Angela Morrison, Esq.
Morrison Law
9144 Ravena Road
Tallahassee, FL 32309
Amorrison@amorrisonlaw.com

Florida Department of Transportation

Kimberly Menchion, Esq.
605 Suwannee Street
Tallahassee, FL 32399
Kimberly.Menchion@dot.state.fl.us

Florida Public Service Commission

Lee Eng Tan, Esq.
Office of General Counsel
2450 Shumard Oak Boulevard
Tallahassee, FL 32399
LTan@psc.state.fl.us

Florida Department of State

Carlos A. Rey, Esq.
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Carlos.Rey@dos.myflorida.com

Florida Fish and Wildlife Conservation Commission

Andrew S. Grayson, Esq.
620 South Meridian St.
Tallahassee, FL 32399
Andrew.grayson@myfwc.com

Florida Department of Economic Opportunity

Jon Morris, Esq.
107 East Madison Street
Tallahassee, FL 32399
Jon.Morris@deo.myflorida.com
Deo.eservice@deo.myflorida.com

Pasco County

Jeffrey N. Steinsnyder, Esq.
Pasco County Attorney
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Jsteinsnyder@pascocountyfl.net

Joseph Richards, Esq.
Pasco County
7530 Little Road, Suite 340
New Port Richey, FL 34654
Jrichards@pascocountyfl.net



August 23, 2018

Florida Fish and Wildlife Conservation Commission

Amanda Dyer
Environmental Specialist
Siting Coordination Office
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, FL 32399-2400
Amanda.Dyer@dep.state.fl.us

Commissioners
Bo Rivard
Chairman
Panama City

RE: Site Certification Application PA 18-59, Shady Hills Combined Cycle Facility, Pasco County; Agency Report

Robert A. Spottswood
Vice Chairman
Key West

Dear Ms. Dyer:

Joshua Kellam
Palm Beach Gardens

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the Shady Hills Combined Cycle Facility Site Certification Application submitted by Shady Hills Energy Center, LLC, for potential impacts to Florida’s fish and wildlife resources. We provide the enclosed Agency Report and Proposed Conditions of Certification to be included in the Shady Hills Combined Cycle Facility State Certification in accordance with 403.507(2)(a)4, Florida Statutes (F.S.).

Gary Lester
Oxford

We recommend approval of the Shady Hills Combined Cycle Facility with the inclusion of the enclosed conditions related to listed species of fish and wildlife and their habitats, biological surveys, and mitigation or permitting for impacts. Shady Hills Energy System, LLC, will need to consider the State of Florida’s listed species requirements found in Chapter 68A-27, Florida Administrative Code (F.A.C.), prior to, during, and following construction of the facility.

Gary Nicklaus
Jupiter

We appreciate the opportunity to review this Site Certification Application and look forward to working with the applicant throughout the Site Certification process. If you need any further assistance, please do not hesitate to contact our office by email at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Laura DiGruttolo at (352) 732-1225 or by email at Laura.Digruttolo@MyFWC.com.

Sonya Rood
St. Augustine

Sincerely,

Michael W. Sole
Tequesta

Office of the
Executive Director

Eric Sutton
Executive Director

Jennifer D. Goff, Director
Office of Conservation Planning Services

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

850-487-3796
850-921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

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Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

jdg/ld
Shady Hills Combined Cycle Facility_35626_082318
Enclosure

MyFWC.com

cc: Roy S. Belden, Vice President
Shady Hills Energy Center, LLC

Amanda Dyer
Page 2
August 23, 2018

Roy.belden@ge.com

Luna Phillips, Esquire
Gunster, Yoakley & Stewart, P.A.
LPhillips@gunster.com

Agency Report and Proposed Conditions to be Included in the State Certification

Project Description

Shady Hills Energy Center, LLC (SHEC) proposes to construct and operate a new natural gas-fired 573-megawatt combined cycle generating facility, the Shady Hills Combined Cycle Facility (SHCCF), and associated facilities. Associated off-site facilities include a 0.6-mile 230 kilo-volt interconnection transmission tie-line and a temporary construction parking and laydown area. The SHCCF is proposed to be located on approximately 14 acres immediately adjacent to the existing Shady Hills Generation Station, owned by Shady Hills Power Company, LLC. The project site is located approximately 30 miles north of Tampa, 4.7 miles south of the Pasco/Hernando County line, northwest of the intersection of Softwind Lane and Hudson Avenue, less than one-half mile west of State Road 589. Land covers within the project site consist of open land (8.18 acres), utilities (4.08 acres), and pine plantation (1.95 acres). The transmission tie-line consists of utilities (10.83 acres) and hardwood conifer mixed (2.87 acres). The temporary parking and laydown site consists of pine plantation (12.17 acres), improved pasture (5.35 acres), live oak (2.41 acres), fixed single-family units (0.29 acres), and utilities (0.10 acres).

Potentially Affected Resources

Effects on State-Listed Species

The Shady Hills Combined Cycle Facility project site does not contain significant areas of preferred habitat for nesting, roosting, or foraging by state-listed wildlife species. However, according to the Site Certification Application (SCA), gopher tortoise (*Gopherus polyphemus*, State Threatened) burrows were observed on the site. If, after conducting the surveys required by the proposed Conditions below, there is evidence that any individuals of these species or other state-listed species are present, then the applicant must report the findings to the Florida Fish and Wildlife Conservation Commission (FWC). If impacts to these species cannot be avoided, then the applicant must contact the FWC before taking any action that might result in an impact to those species, as indicated in the recommended Conditions of Certification proposed below.

Proposed Conditions

We recommend approval of the SHEC's Shady Hills Combined Cycle Facility and associated facilities with the following proposed conditions to be included in the special conditions as part of the certification process related to specific listed species and their habitat, biological survey and monitoring (pre- and post-construction), and mitigation for impacts.

**SHADY HILLS COMBINED CYCLE FACILITY
CONDITIONS OF CERTIFICATION**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. *General Listed Species Surveys*

1. The Licensee shall coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) to obtain and follow the current survey protocols for all listed species that may occur within the Shady Hills Combined Cycle Facility Project Site, interconnection tie-line area, construction staging areas, and accessible appropriate buffers within the SHEC property as defined by the listed species' survey protocols, prior to conducting detailed surveys. Guidance related to general and species-specific survey protocols can be found in the appropriate species permitting guidelines/management plan (<http://myfwc.com/wildlifehabitats/imperiled/management-plans/>) or in FWC's Florida Wildlife Conservation Guide (FWCG) at <http://myfwc.com/conservation/value/fwcg/>.
2. Surveys shall be conducted prior to clearing and construction in accordance with the survey protocols. The results of those surveys shall be provided to FWC in a report and coordination shall occur with the FWC on appropriate impact avoidance, minimization, or mitigation methodologies. Reports can be sent to FWCConservationPlanningServices@MyFWC.com.

[Article IV, Sec. 9. Fla. Constitution; Sections 379.2291 and 403.507, F.S.; Chapter 68A-27, F.A.C.]

B. *Specific Listed Species Surveys*

Before land clearing and construction activities within the Shady Hills Combined Cycle Facility Project Site, interconnection tie-line area, associated construction staging areas, the Licensee shall conduct an assessment for terrestrial listed species and shall note all habitat, occurrence, or evidence of listed species. Wildlife surveys shall be conducted during the reproductive or "active" season for each species that falls before the projected clearing activity schedule unless otherwise approved by the FWC. For species that are difficult to detect, the Licensee may make the assumption that the species is present and plan appropriate avoidance/mitigation measures after consultation with the FWC. The Licensee will submit avoidance/mitigation measures for FWC post-Certification review and approval at least 60 days prior to commencing clearing or construction activities within the surveyed area. The surveys required by these Conditions of Certification may be conducted prior to issuance of the final order of Certification, in which case this Condition would be considered satisfied.

1. This survey shall be conducted in accordance with U.S. Fish and Wildlife Service (USFWS) or FWC guidelines and methodologies by a person or firm that is knowledgeable and experienced in conducting flora and fauna surveys for each potentially occurring listed species.

2. This survey shall identify locations of breeding sites, nests, and burrows for listed wildlife species. Nests and burrows shall be recorded with global positioning system (GPS) coordinates, identified on an aerial photograph, and submitted with the final listed species report. Although nests and burrows may be recorded individually with GPS, the FWC prefers that any applicable protection radii surrounding groups of nest sites and burrows be included on a site-specific basis, rather than around individual nests and burrows, and be physically marked so that clearing and construction shall avoid impacting them.
3. This survey shall include an estimate of the acreage and percent cover of each existing vegetation community that is contained within the Seminole Combined Cycle Facility area to be impacted prior to land clearing and construction activities using a geographic information system (GIS). Examples of such wildlife-based habitat classification schemes include Florida's State Wildlife Action Plan (FWC 2012) or the Natural Communities Guide (Florida Natural Areas Inventory 2010).*

[Article IV, Sec. 9, Florida Constitution; Section 379.2291, F.S.; Chapters 68A-27, 68A-4, and 68A-16, F.A.C.]

*Florida Fish and Wildlife Conservation Commission. 2012. Florida's State Wildlife Legacy Initiative: Florida's State Wildlife Action Plan. Tallahassee, Florida.

*Florida Natural Areas Inventory. 2010. Guide to the natural communities of Florida: 2010 edition. Florida Natural Areas Inventory, Tallahassee, Florida.

C. Listed Species Locations

1. Where any suitable habitat or evidence is found of the presence of listed species, including but not limited to those specified in D below, within the Shady Hills Combined Cycle Facility area to be impacted, the Licensee shall report those locations to and confer with the FWC regarding the need for additional pre-clearing surveys, and to identify potential avoidance, minimization, or mitigation recommendations. If additional pre-clearing surveys are required by the FWC as appropriate and as specified in these conditions of certification, they shall occur in the reproductive season prior to the anticipated date for commencement of clearing and construction. The Licensee shall not construct in areas where evidence of listed species was identified during the initial survey until the particular listed-species issues have been resolved.
2. If listed wildlife species are found, their presence shall be reported to the DEP Siting Coordination Office, the appropriate DEP District Office, the FWC, and the USFWS.
3. If avoidance of state-listed wildlife species is not feasible, the Licensee shall consult with the FWC to determine the steps appropriate for the species potentially impacted to avoid, minimize, mitigate, or otherwise appropriately address the potential impacts. These steps shall be memorialized in a Wildlife Species Management Plan and submitted to the FWC.

[Article IV, Sec. 9, Fla. Constitution; Section 379.2291, F.S.; Chapter 68A-27, F.A.C.]

D. Gopher Tortoise

1. The Licensee shall conduct surveys for gopher tortoises (*Gopherus polyphemus*), in accordance with the FWC-approved Gopher Tortoise Management Plan (as revised) and the FWC-approved Gopher Tortoise Permitting Guidelines, or subsequent FWC-approved versions of the Plan or Guidelines. A burrow survey covering a minimum of 15 percent of the potential gopher tortoise habitat to be impacted is required in order to apply for a relocation permit. Immediately prior to capturing tortoises for relocation, a 100 percent survey is required to effectively locate and mark all potentially occupied tortoise burrows and to subsequently remove the tortoises. Burrow survey methods are outlined in Appendix 4 of the Gopher Tortoise Permitting Guidelines, "Methods for Locating Gopher Tortoise Burrows on Sites Slated for Development." Surveys must be conducted as described in D.3 below. All surveys completed by authorized agents or other licensees are subject to field verification by the FWC.
2. The Licensee is not required to provide a monitoring compliance assessment for activities that occur more than 25 feet from a gopher tortoise burrow entrance, provided that such activities do not harm gopher tortoises or violate rules protecting gopher tortoises. Examples of such violations noted in the past by the FWC include, but are not limited to, killing or injuring a tortoise more than 25 feet away from its burrow, harassing a tortoise by blocking access to its burrow, and altering gopher tortoise habitat to such an extent that resident tortoises are taken.
3. The Licensee shall coordinate with and provide the FWC detailed gopher tortoise relocation information in accordance with the FWC-approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-Certification submittal. This information shall provide details on the location for on-site recipient areas and any off-site FWC-approved temporary contiguous habitat, as well as appropriate mitigation contributions per tortoise, as outlined in the Gopher Tortoise Permitting Guidelines.
4. Any commensal species observed during the burrow excavations that are listed by the FWC shall be relocated in accordance with the applicable guidelines for that species in accordance with Appendix 9 of the Gopher Tortoise Permitting Guidelines.
5. To the maximum extent practicable or feasible, all staging and storage areas shall be sited to avoid impacts to gopher tortoise burrows and habitat.

[Article IV, Sec. 9, Fla. Const.; Sections 379.2291, 403.5113, and 403.526, F.S.; Chapters 68A-004 and 68A-27, F.A.C.]

Appendix II-4 Florida Department of Transportation



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

September 17, 2018

Via E-Mail – cindy.mulkey@dep.state.fl.us

Cindy Mulkey, Program Administrator
Siting Coordination Office
Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, Florida 32399-2400

RE: Shady Hills Energy Center, LLC Combined-Cycle Facility
Power Plant Siting Application No.: PA18-59
DOAH Case No.: 18-995EPP
DEP OGC Case No.: 18-0119

Dear Ms. Mulkey:

Enclosed is the Florida Department of Transportation's Amended Agency Report dated September 17, 2018, for the Shady Hills Energy Center, LLC Combined-Cycle Facility Application PA18-59.

If you have any questions, please call me at 414-5294 or Jasmin Raffington, Siting Coordinator, at 850-414-5266.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Menchion".

Kimberly C. Menchion
Assistant General Counsel

KCM/dw

Cc: All Parties of Record
Jasmin Raffington

**FLORIDA DEPARTMENT OF TRANSPORTATION
Amended Agency Report
Submitted September 17, 2018**

**Shady Hills Energy Center, LLC
Shady Hills Combined-Cycle Facility
Site Certification Application No. PA18-59**

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 Shady Hills Combined-Cycle Facility (SHCCF) will be constructed on a 14 acre site on Merchant Energy Way, north of Hudson Avenue and immediately adjacent to the existing Shady Hills Generating Station, east of Pasco County's Shady Hills Wastewater Treatment Facility and south of the Pasco County Solid Waste Resource Recovery Facility in the Shady Hills area of Pasco County, Florida. The SHCCF Site Certification Application also includes a new off-site 230-kV interconnection tie-line that extends west from the middle of the SHCCF site's north boundary across property owned by Pasco County to a new substation adjacent to Duke Energy Florida's existing transmission corridor. The new substation will be owned, designed, permitted and constructed by Duke Energy.

The Florida Department of Transportation's (FDOT) review of the SHCCF Site Certification Application indicates that, with the exception of construction related traffic, there are no apparent impacts to the State Highway System. Therefore, FDOT recommends the certification of the proposed facility. This recommendation is, however, 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, which may require a right of way access permit from FDOT.

Authority: Chapters 14-96 and 14-97, F.A.C.

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.

Authority: Chapter 316, F.S.; Chapter 14-26, F.A.C.

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.

Authority: Sections 337.403 and 337.404, F.S.; Chapters 14-15 and 14-46, F.A.C.

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.

Authority: Chapter 14-15, F.A.C.

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.

Authority: Chapter 14-86, F.A.C.

Use of Air Space: Any newly proposed structure or alteration of an existing structure will be subject to the requirements of Chapter 333, Florida Statutes, and Rule 14-60.009, Florida Administrative Code. 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.

Authority: Chapter 333, F.S.; Rule 14-60.009, F.A.C.

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.

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.

Authority: Chapter 316, F.S.; Chapter 14-26, F.A.C.

Appendix II-5 Florida Department of Economic Opportunity

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

August 24, 2018

Ms. Cindy Mulkey, Administrator
Siting Coordination Office
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, Florida 332399

RE: Agency Report for Shady Hills Energy Center, LLC, Shady Hills Combined Cycle Facility Site Certification Application PA18-59

Dear Ms. Mulkey:

Shady Hills Energy Center, LLC (SHEC), has applied for certification of the Shady Hills Combined Cycle Facility (SHCCF) pursuant to the Florida Electrical Power Plant Siting Act, Sections 403.501-403.518, Florida Statutes (F.S.). This letter serves as the Agency Report by the Florida Department of Economic Opportunity (Department) on the SHEC Site Certification Application PA18-59 pursuant to Section 403.507, F.S.

I. Project Summary

The SHCCF Project is proposed to be located adjacent to SHEC's existing Shady Hills Generating Station site in Pasco County. SHEC proposes to construct and operate a new 573 megawatt natural gas-fired combined cycle power generating unit and associated facilities on approximately 14 acres. The SHCCF will connect to the existing 230 kilovolt transmission lines through a new 0.6-mile 230 kilovolt interconnection tie-line. The SHCCF will provide a modern, efficient, lower-emission next generation clean energy unit using the latest combined cycle technology.

It is anticipated that construction and operation of the SHCCF will provide positive economic and fiscal benefits to Pasco County and the surrounding area. These benefits include construction jobs, expenditures for construction materials and other goods, and property tax revenue.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

II. Recommendations: State Comprehensive Plan and Other Matters (Section 403.507(2)(a), F.S.

After reviewing the application, the Department concludes that the proposed construction and operation of the SHCCF does not raise any land use issues of concern. The SHCCF site is designated as "Public/Semi-Public" on the Pasco County Comprehensive Plan Future Land Use Map (Pasco County Ordinance No 18-24 adopted on June 19, 2018) and "Agricultural (A-C)" zoning district on the County's Zoning Map. The proposed SHCCF is consistent with the uses allowed by the Public/Semi-Public future land use category and Agricultural (A-C) zoning district.

The proposed SHCCF is consistent with the following goals and policies of the State Comprehensive Plan (SCP) (Section 187.201, F.S.):

1. SCP Policy 6 of Goal 10 Air Quality (Section 187.201(10), F.S.); and Policy 8 of Goal 15 Land Use (Section 187.201(15), F.S.):

The SHCCF is a natural gas fueled power plant, which is low-carbon-emitting, and this furthers Policy 6 of Goal 10 Air Quality and Policy 8 of Goal 15 Land Use:

Policy 6: *"Encourage the development of low-carbon-emitting electric power plants."*

Policy 8: *"Provide for the siting of low-carbon-emitting electric power plants, including nuclear power plants, to meet the state's determined need for electric power generation."*

2. SCP Goal 11 Energy (Section 187.201(11), F.S.); and Policies 6 and 9 of Goal 11:

The SHCCF will utilize energy efficient design for a public utility system and this furthers Policy 6. The SHCCF is a natural gas fueled power plant, which is low-carbon-emitting, and this furthers Goal 11 and Policy 9.

Goal 11: *"Florida shall reduce its energy requirements through conservation and efficiency measures in all end-use sectors and shall reduce atmospheric carbon dioxide by promoting an increased use of renewable energy sources and low-carbon-emitting electric power plants."*

Policy 6: *"Increase the efficient use of energy in design and operation of buildings, public utility systems, and other infrastructure and related equipment."*

Policy 9: *“Promote the use and development of renewable energy resources and low-carbon-emitting electric power plants.”*

3. SCP Goal 21 The Economy (Section 187.201(21), F.S.):

The SHCCF will help provide Florida with a stable source of electric power and this enhances the economic stability of the state and furthers Goal 21:

Goal 21: *“Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.”*

III. Section 403.507(3)(a), F.S.

Pursuant to Section 403.507(3)(a), F.S., the Agency Report shall contain *“A notice of any nonprocedural requirements not specifically listed in the application from which a variance, exemption, exception, or other relief is necessary in order for the proposed electrical power plant to be certified.”* The Department has not identified any such nonprocedural requirements.

IV. Recommendation for Approval or Denial of the Application (Section 403.507(3)(b), F.S.)

Pursuant to Section 403.507(3)(b), F.S., the Agency Report shall contain *“A recommendation for approval or denial of the site certification application.”* The Department recommends approval of the Site Certification Application (Application No. PA18-59) for the SHCCF contingent on the Project meeting all applicable certification requirements.

V. Proposed Conditions of Certification (Section 403.507(3)(c), F.S.)

Pursuant to Section 403.507(3)(c), F.S., the Agency Report shall contain *“Any proposed conditions of certification on matters within the jurisdiction of such agency. For each condition proposed by an agency in its report, the agency shall list the specific statute, rule, or ordinance with authorizes the proposed condition.”* The Department has no proposed conditions of certification.

Ms. Cindy Mulkey, Administrator

August 24, 2018

Page 4 of 4

If you have any questions regarding this report, please contact Scott Rogers, Planning Analyst, at (850) 717-8510, or by email at scott.rogers@deo.myflorida.com.

Sincerely,



Julie A. Dennis, Director
Division of Community Development

JAD/sr



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Ms. Amanda Dyer
Department of Environmental Protection
Siting Coordination Office
2600 Blairstone Road, MS 5500
Tallahassee, FL 32399-2400

August 27, 2018

RE: DHR Project File No.: 2018-0289-J
Project: *Site Certification Application for Shady Hills Combined Cycle Facility – Agency Report*

Dear Ms. Dyer:

This agency has no objection to the certification of the SECI Seminole Combined-Cycle Facility. All current matters regarding historical resources have been addressed. We recommend the following conditions of certification:

- A. Any alterations associated with the reconfiguration of this plant may need to have a survey as determined in consultation with the Department of State, Division of Historical Resources (DHR). A qualified cultural resources consultant will identify an appropriate work plan for this project based on a thorough review of the certified facility. Prior to beginning any field work, the work plan will be reviewed in consultation with DHR. Upon completion of the survey, the results will be compiled into a report which shall be submitted to DHR. If feasible, sites considered to be eligible for the National Register shall be avoided during construction of the project and access roads, and subsequently during maintenance. If avoidance of any discovered sites is not feasible, impact shall be mitigated through archaeological salvage operations or other methods acceptable to DHR, as appropriate.
- B. 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 DHR, R. A. Gray Building, 500 S. Bronough Street, Rm 423, Tallahassee, Florida 32399-0250, telephone number (850) 245-6333, and the Licensee shall consult with DHR to determine appropriate action.
[Sections 267.061 and 403.531, and Chapter 872, F.S.]

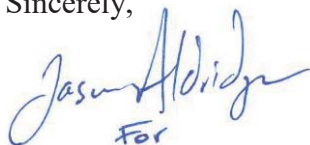
Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) FLHeritage.com



Ms. Dyer
August 27, 2018
Page 2

If you have any questions, please contact Deena Woodward, Community Assistance Consultant, by email at Deena.Woodward@dos.myflorida.com, or by telephone at 850.245.6333 or 800.847.7278.

Sincerely,

A handwritten signature in blue ink that reads "Jason Aldridge" with the word "For" written below it.

Timothy A. Parsons, Ph.D.
Director, Division of Historical Resources
& State Historic Preservation Officer

Appendix II-7 Pasco County



Via E-mail to cindy.mulkey@dep.state.fl.us and amanda.dyer@dep.state.fl.us

September 10, 2018

Cindy Mulkey, Program Administrator
Siting Coordination Office
Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, FL 32399-2400

Re: Pasco County's Amended Agency Report for the
Shady Hills Energy Center, LLC Combined-Cycle Facility
DOAH Case No.: 18-995EPP

Dear Ms. Mulkey:

Enclosed is Pasco County's Agency Report dated August 31, 2018 (Amended September 10, 2018) for the Shady Hills Energy Center, LLC Combined-Cycle Facility Application PA18-59. This amended agency report contains the final Utility Service Agreement as approved by the Pasco County Board of County Commissioners on September 4, 2018 and the Order of the Planning Commission corrected on September 6, 2018.

If you have any questions, please call Joe Richards, Senior Assistant County Attorney, at 727-847-8120.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Biles", with a stylized flourish extending to the right.

Dan Biles, P.E.
County Administrator

Enc.

PASCO COUNTY, FL



**AGENCY REPORT
SHADY HILLS COMBINED CYCLE FACILITY**

PA18-59

**AUGUST 31, 2018
(AMENDED SEPTEMBER 10, 2018)**

In accordance with Section 403.507, Florida Statutes, Pasco County (Pasco County or County) hereby presents its Agency Report related to the certification of the site and associated facilities proposed to be located in Pasco County in connection with the application filed by Shady Hills Energy Company, LLC (Licensee). The County represents that there are no County non-procedural requirements not specifically listed in the Site Certification Application, as amended, from which a variance, exemption, exception, or other relief is necessary in order for the proposed site and associated facilities to be certified, other than the approval of an alternative standard related to fire protection in Condition 7.D. below, authorized under Section 407.5 of the Pasco County Land Development Code (LDC).

Based on a review of the Site Certification Application (SCA) and Preliminary Site Plan (PSP) materials, the County recommends approval of the certification of the site and associated facilities, and finds the Certified Facility, including associated facilities proposed, to be consistent with applicable County ordinances, regulations, standards or criteria, subject to the following conditions, which conditions shall be binding on the Licensee, any owner of the site property, or their assigns:

1. Utilities Service Agreement Condition

Provision of the Certified Facility's potable water, emergency potable water, reclaimed water, sanitary sewer services, and interconnections for the Certified Facility shall be pursuant to the Utilities Service Agreement between Pasco County and Shady Hills Energy Center, LLC, (USA), approved by the Pasco County Board of County Commissioners on September 4, 2018, and all the agreements referenced and incorporated therein, including amendments thereto, included as "Exhibit 1".

2. Solid Waste Disposal Conditions

- A. The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the Certified Facility and Temporary Construction Parking and Laydown Area during construction, operation, maintenance, and closure.
- B. Pasco County's Solid Waste Resource Recovery Facility (RRF), located adjacent to the Certified Facility, is not required to accept any solid wastes generated by the Certified Facility's reclaimed water treatment systems not meeting Pasco County's definition of "processable waste" under Section 90-27, Pasco County Code of Ordinances.

3. Interconnection Tie-Line Conditions

- A. Pasco County intends to grant a 100-foot-wide Right-of-Way (ROW) easement to Licensee for construction and operation of a 0.6-mile-long interconnection tie-line.
 - i. The 100-foot-wide ROW will be located within the 200-foot-wide, approximately 0.6-mile-long corridor addressed in the SCA and will be part of the Certified Site.

- ii. For a distance of 1,000 linear feet to the west of the eastern boundary of the interconnection tie-line corridor, the ROW easement shall be located on the southern half of the corridor unless otherwise mutually agreed upon by Licensee and Pasco County, or if geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.
 - iii. For a distance of 150 linear feet to the east and 150 linear feet to the west from the center of the existing weigh station located at the entrance to the Pasco County RRF, the ROW easement shall be located on the northern half of the corridor unless otherwise mutually agreed upon by Licensee and Pasco County or if geotechnical, physical, cultural resource, or ecological constraints would prevent installation of the interconnection tie-line within that area.
 - iv. The Licensee will determine the location of the remainder of the length of the ROW within the 200-foot-wide corridor and provide the final routing of the interconnection tie-line to the County as a post-certification submittal after Licensee's engineers finalize the tie-line route.
- B. Licensee may not trim or remove trees outside of the 100-foot ROW unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under 18 C.F.R. Part 40, Mandatory Reliability Standards for the Bulk-Power System, including North American Electric Reliability Corporation (NERC) Electric Reliability Standard FAC-003-3, Transmission Vegetation Management (or subsequent version).
- i. Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) 300A 2001, as amended.
 - ii. Licensee must provide notification (by email) to the County Administrator at least three (3) business days prior to removal of trees eighteen (18) inches diameter at breast height (dbh) and larger.
- C. Within the 200-foot-wide interconnection tie-line corridor, Licensee is prohibited from erecting any poles or placing any guy wires closer than one hundred (100) feet to the east of the eastern edge of the existing access road to the RRF and one hundred (100) feet to the west of the western edge of the existing access road at the entrance to the adjacent Pasco County RRF.
- D. Except within 300 feet of the Duke Energy Florida LLC's transmission line corridor, Licensee shall place and maintain the overhead interconnection electrical power lines within the 100-foot ROW a minimum vertical distance (height) of forty (40) feet above finished grade or roadways, measured from the lowest point (typically mid-span) of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below.

4. Special Exception Approval

- A. Except as otherwise provided herein, Licensee shall comply with the non-procedural requirements of Pasco County's Special Exception approval issued for the Certified Facility on January 10, 2018 and corrected on September 6, 2018, included as "Exhibit 2", including any subsequent amendments thereto.
- B. Licensee is authorized to access the Temporary Construction Parking and Laydown Area and the Certified Facility via Softwind Lane for the duration of the construction until Licensee completes construction of the Certified Facility and the construction trailers have been removed. Access via Softwind Lane to the Certified Facility is prohibited after removal of all the construction trailers. [Agreement between Pasco County and Licensee.]
- C. Licensee is authorized to access the Certified Facility via Hays Road, Hudson Avenue, and Merchant Energy Way. An access-management analysis is not required to be submitted by the applicant. However, access-management land development code requirements may be reviewed as part of the final construction plan review process. [LDC 901.3].

5. Site Plan Approval Conditions

- A. *On-Site Copy*: Licensee shall maintain a copy of these conditions of certification, as amended from time to time, on site during construction and operation and made available to Pasco County representatives upon request. Licensee shall maintain the conditions of certification copy, and include the final construction plans in 5.B. below, in a weatherproof container, clearly visible from the right-of-way and available to Pasco County representatives at all reasonable times until completion of construction in compliance with Section 18-44, Pasco County Code of Ordinances. [Section 18-44, Pasco County Code of Ordinances.]
- B. *Construction Plans*:
 - i. As a post-certification review submittal under Rule 62-17.191, F.A.C., Licensee shall submit final construction plans for the Certified Facility to Pasco County, in accordance with Pasco County LDC 403.5 (Final Construction Plan), confirming that all infrastructure and improvements associated with buildings and structures that are not part of the power-generating system will be installed in conformance with the non-procedural requirements of the Pasco County LDC, including the following: the warehouse and administrative building, parking facility, landscaping and buffers, and stormwater management systems. [Rule 62-17.191(1), F.A.C.]
 - ii. Pasco County must request any additional information needed to complete its review of the Final Construction Plan within twenty-one (21) working days after receipt. The information required shall be equivalent to that which would be

submitted for final construction permits required by Pasco County in the absence of certification to make the submittal both sufficient and complete. A failure by Pasco County to request additional information within twenty-one (21) working days after Licensee submits the requested information or responds to a request for additional information shall constitute a finding of completeness. For any changes that are substantial, these changes will be reviewed under the procedures in Condition 5.B. above. [Rule 62-17.191(1)(b), (1)(c)1., (1)(c)2., F.A.C.]

- iii. Licensee shall respond to any timely requests for additional information within fourteen (14) calendar days, unless a longer time is mutually agreed to between Pasco County and Licensee. [Agreement between Licensee and Pasco County.]
- iv. Within twenty-five (25) working days after a finding of completeness under subparagraph (ii) above, Pasco County shall notify the Department and Licensee in writing of its assessment of whether the Final Construction Plan, as supplemented, is in compliance with the non-procedural requirements of the Pasco County LDC. If Pasco County determines that the Final Construction Plan is not in compliance with non-procedural requirements of the Pasco County LDC, Pasco County shall notify Licensee, and suggest corrective measures with particularity. [Rule 62-17.191(1)(c)3., F.A.C.]
- v. Licensee's submittal and Pasco County's positive determination of compliance must occur prior to display of the Final Construction Plan required under Condition 5.A. above. Display of the Final Construction Plan following the County's positive determination of compliance must occur prior to commencement of construction of non-power-generating system components of the Certified Facility.
- vi. Failure of Pasco County to notify Licensee in writing of its compliance assessment within twenty-five (25) working days after a finding of completeness under subparagraph (ii) above shall constitute a positive finding of compliance and Licensee is authorized to display the Final Construction Plan as required under Condition 5.A. above and, following that display, to begin construction of the non-power-generating system components of the Certified Facility, pursuant to the conditions of certification and the Final Construction Plan submittal. [Rule 62-17.191(1)(c)4., F.A.C.]
- vii. Neither the Final Construction Plan submittal nor the associated compliance determination provide a point of entry for a third party. [Rule 62-17.191(1)(a), F.A.C.]
- viii. Because Licensee's Final Construction Plan submittal is associated only with non-power-generating system components of the Certified Facility, this submittal and Pasco County's compliance review shall not affect Licensee's authority to commence construction of the power generating system equipment and associated structures within the Certified Facility. [Section 403.511, F.S.]

- ix. For any subsequent changes to the Final Construction Plan considered to be non-substantial under LDC 403.9, the Pasco County Administrator, or their designee, has the authority to review and confirm compliance without following the procedures established in Condition 5.B. For any changes that are substantial, these changes will be reviewed under the procedures in Condition 5.B. above. [LDC 403.9.B.]

- C. *Commencement of Construction:* Licensee shall notify the Pasco County Engineering Services Department, Project Management Division at least five (5) working days prior to commencing construction of the Certified Facility. [LDC 390.2.A.]

- D. *Pasco County Right-of-Way:* All construction within a Pasco County right-of-way must be conducted in accordance with the Pasco County LDC 406.5. Licensee shall notify Pasco County prior to commencement of construction in a County right-of-way. Licensee shall ensure that any improvements installed in rights-of-way are constructed in compliance with applicable Pasco County standards. Licensee shall install signs and markings for construction within a County right-of-way pursuant to applicable County and Florida Department of Transportation (DOT) standards as referenced in the Pasco County LDC. [LDC 406.5.]

- E. *Building Permit:* Licensee shall comply with the applicable provisions of the Florida Building Code adopted by the Florida Building Commission under Section 553.73, Florida Statutes, when constructing the administrative building and warehouse. Licensee shall submit information about the administrative building and warehouse as a post-certification submittal using the Pasco County building permit application form. Upon completion of construction, Licensee shall coordinate with building inspectors from Pasco County to ensure that the administrative building and warehouse meet the applicable Florida Building Code. Prior to or at the time of the inspection, Licensee shall pay the applicable building permit fee for construction of the administrative building and warehouse pursuant to Pasco County LDC 406.4 and Section 18-40, Pasco County Code of Ordinances. [LDC 406.4; Section 18-40, Pasco County Code of Ordinances.]

- F. *Other Impact Fees and Special Assessments:* Prior to commencement of construction, Licensee shall pay a one-time fire combat and rescue impact fee in accordance with LDC 1302.6, a one-time mobility and administration fee in accordance with LDC 1302.2, and an initial solid waste assessment in accordance with Section 90-105, Pasco County Code of Ordinances. [LDC 1302.6; LDC 1302.2; Section 90-105, Pasco County Code of Ordinances.]

- G. *Proposed Signs:* If Licensee proposes a sign at the entrance to the Certified Facility in the future, Licensee must submit design plans to Pasco County as a post-certification submittal to confirm consistency with LDC 406.1. [LDC 406.1.]

6. Design Standards

- A. All roads, drainage, and utilities shall be constructed in accordance with County design standards and tested in compliance with the Pasco County Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (October, 2006). [LDC 310.14.B.]
- B. Prior to occupancy, Licensee's architect or engineer must submit a certification that the site has been designed and constructed in accordance with the Americans with Disabilities Act, as a post-certification submittal. [Agreement between Licensee and County.]

7. Fire Protection and Access Management

- A. Licensee shall provide fire protection in compliance with the Pasco County LDC 904.3, except as set forth in Condition 7.D. [LDC 904.3.]
- B. Licensee shall confirm the locations of all fire hydrants proposed for the Certified Facility as part of the construction plans being submitted post-certification. The hydrant spacing shall comply with Florida Fire Protection Code (FFPC) 6th Edition, Section 1:18.5.3. Specifically, the maximum distance to a fire hydrant from the closest point on the warehouse and administrative building shall not exceed 400 feet. [LDC 904.2, adopting FFPC.]
- C. Licensee shall provide for and maintain at all times clearances of five (5) feet in front of and to the sides of all fire hydrants. Where required by Pasco County, fire hydrants subject to vehicular damage shall be protected. [FFPC 6th Edition Sections 1:18.5.7.2 and 1:18.5.8.]
- D. Licensee shall follow Chapter 16 of NFPA Code 850 (2015), Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations, during construction of the Certified Facility, in lieu of LDC 904 or Chapter 16 of NFPA Code 1 (2018). Upon completion of construction, the Certified Facility will comply with LDC 904.3. [Licensee has requested this alternative standard in lieu of LDC 904 or NFPA Code 1 during construction of the Certified Facility. Per LDC 407.5, the County has the authority to approve alternative standards to satisfy the requirements of its Code. The County confirms its approval, per the requirements of LDC 407.5.B, for Licensee to follow NFPA Code 850 for fire protection during construction, rather than LDC 904 or NFPA Code 1.]
- E. Licensee shall provide a final Fire Truck wheel tracking diagram showing circulation throughout the site as part of the construction plans being submitted post-certification. (Pasco County requirement is tracking based on 240" wheelbase fire truck). [FFPC 6th Edition Section 1:18.2.3.4.3.1.]

- F. Licensee shall install and maintain a siren operating system or a 3M Opticom™ system for emergency access at each gated entrance to the Certified Facility. [FFPC 6th Edition Section 1:18.2.2.2.]

8. Stormwater Management

- A. Prior to any construction activity, the developer shall ensure that the applicable erosion and sediment control measures are in place for the Certified Site, the Temporary Construction Parking and Laydown Area, and the interconnection tie-line. At least two days prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall notify the Pasco County Stormwater Management Division and shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. [LDC 902.1.D.]
- B. If dewatering is needed during construction of the Certified Facility, Licensee shall provide a Dewatering Plan pursuant to Pasco County LDC 902.2 to the Pasco County Engineering Inspections Department, prior to undertaking the dewatering activities, as a post-certification submittal. [LDC 902.2.]
- C. Prior to commencing construction, Licensee shall pay the standard fee for the County's nonresidential sediment and erosion control inspections during three phases of each of the four proposed erosion sediment control (stormwater management) plans (one for the Temporary Construction Parking and Laydown Area; one for construction of the Certified Site; one for operation of the Certified Site; and one for construction of the interconnection tie-line). [LDC 902.1.F and Pasco County Resolution 18-73.]

9. Geotechnical Engineering

- A. As a post-certification submittal and prior to commencement of construction of each foundation, Licensee shall provide a final Geotechnical Report and include a certification by the design professional that the final design of the foundation to be constructed adheres to the recommendations identified in the report pursuant to LDC 807.6. [LDC 807.6.]
- B. Should any noticeable soil slumping or sinkhole formation become evident before or during construction, Licensee shall immediately stop all work (except for mitigation activities) in the affected area and notify Pasco County and the Southwest Florida Water Management District (SWFWMD). The work shall remain stopped until Pasco County and SWFWMD approve resuming construction activities. Licensee shall also:
 - i. Take immediate measures to ensure no surface water drains into the affected areas.
 - ii. Visually inspect the affected area.
 - iii. Excavate and backfill or grout if needed to prevent further subsidence.

- iv. Use soil reinforcement materials in the backfilling operation when appropriate.
 - v. If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of two (2) feet from the bottom of the retention pond to the surface of the limerock or karst connection.
 - vi. If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, amend the Site Certification Application to address relocation of the retention area.
- C. The Engineer of Record shall provide a statement that certifies that the design of the project is in compliance with the Geotechnical Report. [LDC 807.4.]

10. Landscaping and Buffering

- A. Licensee and its landscaping and buffering plans for the Certified Facility shall comply with the applicable, non-procedural landscaping and buffering requirements. [LDC 905.2.]
- B. Licensee shall pay a fee to Pasco County for planned tree removals based on actual tree removals and consistent with LDC 802. [LDC 802.]
- C. As required under LDC 905.2, Licensee shall provide a ten-foot (10') wide vegetative buffer that includes a single row of trees, maximum sixty (60') feet on center, and a continuous row of evergreen shrubs along the perimeter of the Certified Site's eastern and southern boundaries. Licensee shall also provide a ten-foot (10') wide vegetative buffer along the northern boundary of the approximately 14 acre-portion of the Certified Site, except for 100 feet along that boundary, centered at the point where the Site's power generation equipment connects to the interconnection tie-line, where trees will be prohibited within that portion of the buffer. No raised berm or fencing is required as part of these buffers. Buffering along the western boundary of the Certified Site is not required. Licensee remains responsible for maintaining the vegetative buffer until closure of the Certified Facility. Upon closure, the property owner shall maintain the vegetative buffer as applicable per the LDC. [LDC 905.2.]
- D. A Registered Landscape Architect or other person as authorized by Chapter 481, Florida Statutes, as amended shall conduct a final field inspection. A certificate of compliance shall be provided to the County as a post-certification submittal. [LDC 905.4.H.]

11. Parking and Traffic Standards

- A. All on-site parking spaces within the Certified Facility shall be striped and signed in accordance with the Pasco County LDC 907.1.D.2, 907.1.D.9, and 907.1.D.10; Section 316.0747, Florida Statutes; and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018). Parking spaces, directional arrows, and stop bars shall be striped in white. It shall be Licensee's responsibility to properly sign and stripe in accordance with applicable standards. [LDC 907.1.]

- B. All vehicular use areas shall comply with the applicable requirements of the Americans with Disabilities Act (ADA). To the extent consistent with the ADA, all handicapped parking spaces shall be signed and marked/striped in accordance with Florida Statute Chapter 316 and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018). [Agreement between Licensee and Pasco County.]

12. Natural Resources

- A. If evidence of the presence of Florida or federally protected plant and/or animal species is discovered on the Certified Site or in the Temporary Construction Parking and Laydown Area during construction, Licensee shall notify Pasco County and applicable agencies within two (2) working days of the discovery of the protected species. Licensee shall immediately stop all work in the affected area until compliance with state and federal guidelines can be demonstrated. [LDC 803.]
- B. The Licensee shall provide a 100% Gopher Tortoise Burrow Survey conducted according to Florida Fish and Wildlife Conservation Commission Guidelines. The Licensee shall coordinate with and provide the Florida Fish and Wildlife Conservation Commission (FWC) and Pasco County gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal. [LDC 403.5B.1.o & 803.2.C.]

13. Historical Resources

If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered on the Certified Site or in the Temporary Construction Parking and Laydown Area, Licensee shall immediately stop all work and shall notify the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County within two (2) working days of the resources being found on the site. [LDC 809.5.]

14. Temporary Construction Parking and Laydown Area Buffer and Access Conditions

- A. Pursuant to Pasco County's LDC 905.2.D.5, Licensee may not remove any vegetation within a 10-foot-wide buffer area across the northern perimeter of the Temporary Construction Parking and Laydown Area, where it abuts the existing Pasco County RRF. This vegetative buffer area shall be maintained until Licensee completes construction of the Certified Facility and no longer utilizes the Temporary Construction Parking and Laydown Area. [LDC 905.2.D.5.]
- B. Prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. Licensee shall also notify the Stormwater Management Division five (5) days prior to commencing any clearing and grubbing, site preparation, or any soil disturbance. [LDC 902.1.D.]

- C. Licensee shall prepare a tree survey in accordance with Pasco County LDC 802.3.B.1.b.(1) and provide the tree survey to Pasco County Development Review as a post-certification submittal. [LDC 802.3.B.1.b.(1).]
- D. Based on the tree survey, Licensee shall pay a fee to Pasco County for planned tree removals for the caliper inches of replacement trees not planted in accordance with Pasco County LDC 802.3.C and Pasco County Board of County Commission Resolution 08-284.
- E. Licensee shall comply with tree protection requirements as identified in Pasco County. [LDC 802.3.G.]

15. Construction Trailers

Licensee shall notify Pasco County Utilities in writing within five (5) working days after successful completion of performance testing of the zero liquid discharge system. Within ninety (90) days thereafter unless otherwise mutually agreed to between Licensee and Pasco County, the Licensee shall remove all temporary construction trailers from Certified Site and the Temporary Construction Parking and Laydown Area. [Section 18-52, Pasco County Code of Ordinances.]

EXHIBIT 1

UTILITIES SERVICE AGREEMENT Between PASCO COUNTY AND Shady Hills Energy Center, LLC

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY," and Shady Hills Energy Center, LLC ("SHEC"), a Delaware limited liability company authorized to conduct business within the State of Florida, whose principal address is 901 Main Avenue, Norwalk, CT 06851, hereinafter referred to as the "DEVELOPER." The COUNTY and the DEVELOPER are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

W I T N E S S E T H:

WHEREAS, the DEVELOPER is presently proceeding with the planning, licensing, and engineering to construct a combined cycle electric generation project (hereinafter "Project") within the COUNTY, as further described in Exhibit A; and,

WHEREAS, DEVELOPER is seeking water supply for use at the Project and will require an uninterrupted supply of significant quantities of Reclaimed Water and Emergency Potable Water, as such terms are hereinafter defined, for cooling and other purposes in connection with operation of the Project; and,

WHEREAS, the Southwest Florida Water Management District (hereinafter "SWFWMD") is responsible for the regulation, permitting, and monitoring of water resources within Pasco County and is participating in the power plant siting certification process for the Project; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) administers the Power Plant Siting Act; both SWFWMD and FDEP encourage use of Reclaimed Water for electric generating plants; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida created pursuant to Article VIII, Section 1 of the Florida Constitution and is a non-charter governmental entity that has the powers of self-government as provided by general and special law, including the power to operate a utility pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the COUNTY owns and operates a public water and wastewater utility that serves designated areas within Pasco County; and

WHEREAS, the COUNTY’s 2016 total wastewater treatment facility capacity was 46.75 million gallons per day (“MGD”) and a Reclaimed Water treatment capacity of 41.03 MGD; and

WHEREAS, the COUNTY’s Shady Hills Subregional wastewater treatment facility (“SH WWTF”) operates pursuant to FDEP permit ID FLA012741 with a treatment capacity of 14 MGD and an annual average daily flow as of July2018 of approximately 9 MGD; and

WHEREAS, the COUNTY’s SH WWTF is interconnected with the Pasco County Master Reuse System (“PCMRS”) which includes Reclaimed Water storage facilities and reservoirs pursuant to FDEP permit ID FLA127272; and

WHEREAS, the reservoirs for Reclaimed Water storage are part of the PCMRS, are located in the COUNTY, and have a combined total storage capacity of 622 million gallons and high service pumps, cartridge filtration and distribution system; and

WHEREAS, the COUNTY’s storage facilities and reservoirs were constructed to allow the COUNTY to manage its treated wastewater effluent utilization and are expected to support the County’s ability to reliably provide Reclaimed Water to satisfy the Project’s demands while also assisting the COUNTY in reducing effluent disposal; and

WHEREAS, the COUNTY will provide Reclaimed Water to the Project that, at all times, complies with the water quality requirements contained in Chapter 62-610, Florida Administrative Code, and the COUNTY's SH WWTF and PCMRS permits, as may be amended, renewed, reissued, or otherwise imposed from time to time in the future as authorized by governmental agency having jurisdiction; and

WHEREAS, a portion of the COUNTY's Reclaimed Water can be beneficially reused by the DEVELOPER, eliminating the need to dispose of excess Reclaimed Water in the COUNTY'S rapid rate infiltration basin ("RRIBs"); and,

WHEREAS, the COUNTY desires to find beneficial uses within its boundaries for all of the treated wastewater that is produced by its wastewater treatment plants; and,

WHEREAS, the COUNTY has determined the Project constitutes a highly suitable user of large quantities of Reclaimed Water produced by COUNTY wastewater treatment plants, representing an opportunity for the COUNTY to enhance utilization of its existing infrastructure for the benefit of all users; and,

WHEREAS, DEVELOPER and COUNTY, as fundamental considerations for entering into this Agreement, each recognize their individual benefits from the utilization of COUNTY's Reclaimed Water as a water source for the Project; and,

WHEREAS, the COUNTY provides potable water service within the unincorporated areas of Pasco County, including the Project site; and,

WHEREAS, there is the possibility of emergency reliance of the Project on the COUNTY's Potable Water supply; and,

WHEREAS, the COUNTY and the DEVELOPER are desirous of entering into an Agreement to provide for the provision of Potable Water, Emergency Potable Water, Reclaimed Water supply, and Sanitary Sewer Services to the Project; and,

WHEREAS, the COUNTY is willing to provide Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services to the Project; and,

WHEREAS, the COUNTY and the DEVELOPER are desirous of entering into an Agreement that provides DEVELOPER with a long-term easement to install, operate, and maintain a 230-kilovolt electrical transmission line ("Gen-Tie line") on COUNTY property to interconnect the Project with the Duke Energy Florida ("DEF") transmission system; and,

WHEREAS, it is necessary and in the public interest for the orderly implementation of the Project that real property interests need to be provided, and that Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services be provided from the COUNTY through a utility service agreement with the DEVELOPER;

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and conditions set forth in this Agreement, the COUNTY and the DEVELOPER intending to be legally bound thereby, agree as follows:

I. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

II. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms used in this Agreement and apply unless the context indicates a different meaning:

- A. "Agreement" has the meaning specified in the preamble and includes all terms, exhibits, schedules, and appendices attached hereto.
- B. "Applicable Law" means any and all federal, state, regional or local statutes, laws, municipal charter provisions, regulations, ordinances, rules, mandates, judgments, orders, decrees, governmental approvals, codes, licenses or permit requirements or

other governmental requirements or restrictions, or any interpretation or administration of any of the foregoing by any Governmental Authority that apply to the facilities, services, or obligations of either Party under this Agreement, whether now or hereafter in effect.

- C. "Business Day" means any day of which Federal Reserve Member Banks in New Port Richey, Florida are open for business.
- D. "Commercial Operation Date" or "COD" means the date, as may be subject to Force Majeure events, that is after all testing, start-up procedures, and commissioning associated with the Project have been completed and is the initiation date when the DEVELOPER can start producing electricity for sale.
- E. "Construction Financing Closing" means the date the DEVELOPER closes on the Project's construction loans.
- F. "Determination of Need Final Order" means the final, non-appealable Order issued by the Florida Public Utilities Commission for the Project.
- G. "Effective Date" means the date this Agreement is approved by the Pasco County Board of County Commissioners.
- H. "Emergency Potable Water" means service from the COUNTY's Potable Water system and shall include those day-to-day operations and maintenance activities provided by the COUNTY to supply, pump, and transmit Potable Water to the Project as an emergency supply in the event all or part of the Project's demand cannot be met by Reclaimed Water.
- I. "Emergency Potable Water Delivery Point" shall be at the Emergency Potable Water Meter and is where DEVELOPER's proposed pipeline for Emergency Potable Water will connect to the COUNTY's water system at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the

facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.

- J. "Emergency Potable Water Meter" shall refer to a meter that meets current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Emergency Potable Water delivered by the COUNTY to the Project.
- K. "Event of Default" shall mean events of default by the respective Parties as set forth in Section XIII.G.
- L. "FDEP" means the Florida Department of Environmental Protection.
- M. "Final Order of Certification" means the final, non-appealable Order under the Florida Power Plant Siting Act for the Project.
- N. "First Priority Basis" means delivery of Reclaimed Water to the Project, in amounts up to the Project's full Reclaimed Water demand, as the COUNTY's first priority obligation, prior to any other reclaimed water customer.
- O. "Force Majeure" means events and circumstances that are not reasonably foreseeable, are beyond the reasonable control of the Party seeking to have its performance excused thereby, which by the exercise of reasonable diligence by such Party could not have been reasonably avoided. Such events or circumstances may include, but are not limited to acts of God, such as floods, earthquakes, hurricanes, tornadoes, lightning or ice storms; fire; sabotage; vandalism; terrorism; war; riots; blockades; and actions or inactions by any Governmental Authority taken after the date of this Agreement. Force Majeure shall not include strikes, lockouts or other labor disputes with respect to the labor of the COUNTY.
- P. "Governmental Authority" means any national, state, regional or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, executive, legislative, administrative, public

or statutory instrumentality, authority, body, agency, department, bureau or entity or any agreement with authority to bind a party at law.

Q. "MGD" means million gallons per day.

Q2. "Operational Notice" means notice provided by the parties in accordance with the provisions of Sections VII. A. 2., IX. C., XI. C., XIII. A. 1., in exigent circumstances, such as potential disruption of utility service, and is generally intended to assure rapid communication.

R. "Option" means that certain Option granted in Section XII. A. 1., below.

S. "Option Period" means the period from the Effective Date until June 30, 2020, with quarterly extensions at DEVELOPER'S sole option for up to an additional three years.

T. "Option Property" means the portion of the Pasco County Resource Recovery Facility site that is subject to the Option granted to DEVELOPER, as set forth in Section XII. A. 1. and shown in Exhibit C and which may be modified to include property mutually agreed upon between the Parties as necessary to facilitate interconnection of the Project to the new Duke Energy Florida Hudson North substation.

U. "Parties" has the meaning specified in the preamble to this Agreement.

V. "Pasco County Master Reuse System" or "PCMRS" means the treatment, storage, high service pumps and distribution system that provides public access reuse quality water in the COUNTY'S service area as authorized by FDEP Permit(s) FLA127272. Exhibit B is a location map depicting these facilities and their interconnections.

W. "Potable Water" means service from the COUNTY's Potable Water system and shall include those day-to-day operations and maintenance activities provided by the COUNTY to supply, pump, transmit, and distribute water for potable supply and fire protection, in accordance with local, State, and Federal regulations to the Project.

X. "Potable Water Delivery Point" shall be at the Potable Water Meter and is where

DEVELOPER's proposed pipeline will connect to the COUNTY's water system at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.

- Y. "Potable Water Meter" shall refer to a meter that meets current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Potable Water delivered by the COUNTY to the Project.
- Z. "Reclaimed Water" shall mean the final effluent discharge from the COUNTY'S SH WWTF and / or the PCMRS that, at a minimum, meets the applicable water quality standards set forth in Chapter 62-610, Florida Administrative Code; the requirements of Permit(s) FDEP permit ID FLA012741 and FLA127272; or is of a quality consistent with more stringent requirements that may be imposed on the COUNTY's facilities now or in the future by any governmental entity having jurisdiction, whichever is more stringent.
- AA. "Reclaimed Water Delivery Point" shall be at the Reclaimed Water Meter, where DEVELOPER's proposed pipeline will connect to the COUNTY's Reclaimed Water system, at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.
- BB. "Reclaimed Water Meter" shall refer to a meter and automatic control valve that meet current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Reclaimed Water delivered by the COUNTY to the Project.
- CC. "Sanitary Sewer Service" means those day-to-day operations and maintenance activities provided by the COUNTY to collect, treat, and properly dispose of

wastewater in accordance with applicable local, State, and Federal regulations.

DD. "Service Commencement Date" shall have the meaning set forth in Section V.

EE. "Service Commitment Fees" are a nonrefundable payment equal to 100 percent of the Potable Water and Sanitary Sewer Service impact fees in existence for the development or the project at the time the service commitment is issued and are listed in Exhibit F.

FF. "Shady Hills Wastewater Treatment Facility" or "SH WWTF" means the COUNTY'S constructed treatment system located at 14230 Hays Road, Shady Hills, Florida 34610, and operating pursuant to FDEP permit FLA012741.

GG. "SWFWMD" shall mean the Southwest Florida Water Management District.

III. RULES FOR INTERPRETATION

Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the term "Section" refers to the specified Section of this Agreement; (v) the words "include" and "including" are not words of limitation and shall be deemed to be followed by the words "without limitation;" and (vi) the use of the word "or" to connect two or more phrases shall be constructed as inclusive of all such phrases (e.g. "A or B" means "A or B, or both"). Whenever this Agreement refers to a number of days, such number shall refer to the calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. Unless the context otherwise requires, a reference to any law includes any amendment, modification or successor thereto. Any representation or warranty contained herein as to the enforceability of this Agreement shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights

generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law.) In the event of a conflict between the body of this Agreement and any exhibit, schedule or appendix hereto, the body of this Agreement shall control. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement. Conflicts or discrepancies, errors or omissions in this Agreement or the various documents delivered in connection with this Agreement will not be strictly construed against the drafter of the contract language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting. A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, or replaced from time to time. Any reference to time of day means New Port Richey, Florida local time.

IV. SCOPE AND INTENT OF AGREEMENT

The DEVELOPER intends to construct the Project as further described in Exhibit A. This Agreement shall consist of the provision of Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services by the COUNTY to the Project. The operation, design, and construction of the COUNTY'S Potable Water production, Reclaimed Water, sanitary sewer system, and wastewater treatment facilities shall be accomplished in such a manner so as to adequately meet the service demands of the Project. In addition, this Agreement provides DEVELOPER with an Option for an easement to install, operate, and maintain a Gen-Tie line on COUNTY property, at the Option Property, to interconnect the Project with the DEF transmission system at the point of interconnection at the planned, new DEF Hudson North substation.

V. TERM OF THE AGREEMENT

This Agreement shall commence on the Effective Date and run for an initial term of 30 years from the COD (hereinafter the "Term"), with an option for two (2), 10-year extension

terms. In order to effectuate such extensions, DEVELOPER shall provide a written extension notice to COUNTY two (2) years before the expiration of the initial Term, or, if applicable, which ever extension Term is then in effect.

The Service Commencement Date shall mean the date agreed to by the Parties, with 3 months prior notice provided by DEVELOPER to COUNTY, is currently estimated to be no later than April 1, 2020, and will start for the purpose of the Project's commissioning, testing, and start-up of power generation. Notwithstanding this Service Commencement Date, provision of Reclaimed Water during construction of the Project for such construction-related purposes as dust control may begin in the first quarter of 2019.

Notwithstanding anything to the contrary contained in this Agreement, DEVELOPER may, at its convenience, terminate this Agreement at any time, for any reason in its sole discretion with no liability or obligations to the COUNTY by giving 90 days prior written notice thereof to the COUNTY, which termination shall be effective 90 days from the date of the DEVELOPER giving of such notice to the COUNTY.

VI. CONDITIONS PRECEDENT

Notwithstanding the Parties' execution and delivery of this Agreement, the Parties' utility service delivery and acceptance obligations hereunder shall only become effective upon the following conditions being satisfied:

A. Obligations of the COUNTY to provide Potable Water, Emergency Potable, Sanitary Sewer Service and Reclaimed Water services as set forth herein shall be subject to all requirements imposed upon the COUNTY'S system by law, applicable permits, and the following condition precedent:

The ability of the DEVELOPER to accept treated effluent from the SH WWTF and/or the PCMRS in the form of Reclaimed Water.

B. Obligations of the DEVELOPER to accept Potable Water, Sanitary Sewer, and Reclaimed Water services as set forth herein shall be subject to the following conditions precedent:

1. DEVELOPER'S receipt of a positive Determination of Need Final Order issued by the Florida Public Service Commission.

2. DEVELOPER'S receipt of all required approvals in final form, including a Florida Power Plant Siting Act Final Order of Certification for the Project issued by FDEP and/or Siting Board and containing terms and conditions satisfactory to the DEVELOPER in its sole discretion.

3. DEVELOPER completing the Project's Construction Financing Closing.

VII. OBLIGATIONS RELATING TO POTABLE WATER AND EMERGENCY POTABLE WATER SERVICE

A. Potable Water Service and Service Commitment Fees:

1. Potable Water Service: The COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Potable Water services for the Project, provided that such services shall only be provided after payment by the DEVELOPER of applicable commitment fees. Payment of the service commitment fee does not entitle the connection to the water system for the capacity which commitment is received without paying impact fees in existence at the time of the required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied toward the impact fee payment required, and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of the required payment.

2. Emergency Potable Water Supply for Emergency Operations, Including Cooling Water Use: In the event of total or partial unavailability of Reclaimed Water from the SH WWTF and/or the PCMRS suitable for the intended purpose, the COUNTY shall be obligated to deliver

and the DEVELOPER has the right to receive Emergency Potable Water from the COUNTY for the Project's emergency operations, including cooling water use, consisting of up to 2,400 gallons per minute of Emergency Potable Water, so long as the pressure in the COUNTY potable water system remains above 35 psi, or other pressure as may be agreed to by the Developer and the Assistant County Administrator (ACA) for Public Infrastructure in writing. A pressure sustaining valve shall be included in the Emergency Potable Water meter assembly, as described in Section VII. D, to restrict the delivery of Emergency Potable Water to the Project if the pressure in the COUNTY water system drops below 35 psi or other mutually agreed pressure. DEVELOPER shall have the option to use Emergency Potable Water if the quantity or quality of the Reclaimed Water is not in accordance with the requirements of Section IX. C. as determined by the COUNTY. Such use of Emergency Potable Water may commence upon DEVELOPER providing Operational Notice pursuant to Section VII. D., below, to the COUNTY. In the event the DEVELOPER's water quality monitoring facilities indicate the Reclaimed Water supply is either trending toward or not meeting required water quality parameters, then the DEVELOPER may elect to notify the COUNTY of a potentially emerging water quality issue. If an emerging or existing Reclaimed Water water quality issue is identified, then the Parties agree to expeditiously collaborate in an effort to timely resolve the water quality issue before switching DEVELOPER's cooling water supply source from Reclaimed Water to Emergency Potable Water supply service.

B. Connections to the COUNTY's Potable Water System:

The DEVELOPER shall be responsible for installing and connecting its Potable Water distribution facilities for the Project to the COUNTY'S existing Potable Water system, including payment for and installation of fully functioning Potable Water Meters and Emergency Potable Water Meter, at locations along the north edge of the Project site or as mutually agreed by the Parties, per Section XI and as depicted on Exhibit D.

C. Potable Water Meters:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve acceptable Potable Water Meter assemblies that include associated isolation valves. All usage, inspection and maintenance shall be governed by the applicable provisions of COUNTY ordinance Section 110-37 concerning these activities. The Potable Water Meters will report to and be controlled by the COUNTY.

D. Emergency Potable Water Meter:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve an acceptable Emergency Potable Water Meter assembly that includes associated isolation, pressure sustaining, and flow control valves. All usage, inspection and maintenance shall be governed by the applicable provisions of COUNTY Ordinance Section 110-37 concerning these activities. The Emergency Potable Water Meter will record data and transmit the same to the COUNTY. The isolation valve for the Emergency Potable Water Meter shall be controlled by DEVELOPER during emergency event operation. DEVELOPER shall provide COUNTY with prior notice of any operation of the isolation valve and the COUNTY shall confirm it has no concerns with the use of Emergency Potable Water within four (4) hours of such notification prior to emergency event operation.

VIII. OBLIGATIONS RELATING TO SANITARY SEWER SERVICE

A. Sanitary Sewer Service and Service Commitment Fees:

The COUNTY hereby agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Sanitary Sewer Services, subject to the conditions and limitations set forth herein, for the Project; provided that such services shall only be provided after payment by the DEVELOPER of applicable commitment fees. Payment of the service commitment fee does not entitle the connection to the sewer system for the capacity for which commitment is received without paying impact fees in existence at the time of the required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied

toward the impact fee payment required, and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of the required payment.

B. Connections to Sanitary Sewer Service System:

COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary easements or rights of way for the purpose of providing Sanitary Sewer Services. DEVELOPER shall be responsible for constructing its sanitary sewer collection systems, along with any force mains, and pump stations as necessary to connect to the COUNTY'S existing Sanitary Sewer Service system, per Section XI and as depicted on Exhibit D.

IX. OBLIGATIONS RELATING TO RECLAIMED WATER SERVICES

A. Reclaimed Water Service:

Using reasonable diligence, the COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Reclaimed Water services for the Project pursuant to the terms of this Agreement. Reclaimed Water from the COUNTY'S SH WWTF and / or PCMRS may only be utilized by the DEVELOPER in accordance with the Project's Final Order of Certification.

B. Reclaimed Water Quantity Supplied:

Beginning on the Service Commencement Date and continuing through the end of the Term, the COUNTY, using reasonable diligence, shall, in accordance with the provisions of this Agreement, make available to the DEVELOPER during any calendar day during the Term a supply of Reclaimed Water of up to 2,100 gallons per minute and approximately totaling up to 1 billion gallons per year to meet the requirements of the Project. The COUNTY acknowledges that the Project's water supply needs are continuous due to its electrical generation obligations and Project design. In order to assure continuity of delivery of Reclaimed Water to the Project, COUNTY shall maintain at all times adequate Reclaimed Water storage in the PCMRS, in County's sole discretion. If the Reclaimed Water supply does not meet the Project's

demand, the DEVELOPER shall have the option to use Emergency Potable Water as described in Section VII. A. 2.

C. Quality of Reclaimed Water Supplied:

All Reclaimed Water provided by the COUNTY to the Project at the Reclaimed Water Delivery Point shall, at a minimum, meet the applicable water quality standards as defined in this Agreement. If the Reclaimed Water does not meet the applicable water quality standards and requirements as determined by the COUNTY's sampling and reporting requirements under its applicable permits, the DEVELOPER shall have the option to use Emergency Potable Water upon Operational Notice to the COUNTY, pursuant to Section VII.D. The Party collaboration provisions stated in Section VII.A.2., above, are applicable.

D. Reclaimed Water Monitoring:

The COUNTY shall carry out monitoring and periodic testing of the quality of the Reclaimed Water provided by the COUNTY to the DEVELOPER in accordance with the requirements of existing FDEP permit Nos. FL012741 and FL127272; these monitoring and periodic testing results are required to be provided to the FDEP. At the same time the COUNTY provides these required reports to FDEP, the COUNTY shall provide a copy to the DEVELOPER. Further, the COUNTY shall promptly notify the DEVELOPER in the event that the Reclaimed Water does not satisfy the quality requirements.

The DEVELOPER shall have the right to make its own water quality monitoring and sampling of the Reclaimed Water at the County's compliance points, or to have an independent contractor conduct such sampling at any time; provided, however, no such monitoring and sampling shall be made unless the DEVELOPER shall first give COUNTY written notice of the time and date of its intent to have the monitoring and sampling made, nor shall any such monitoring and sampling be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to receipt of said notice by County. All costs

and expenses of the DEVELOPER's monitoring and sampling shall be borne by the DEVELOPER.

E. Reclaimed Water Pressure:

The COUNTY commits to provide Reclaimed Water at the Reclaimed Water Delivery Point at a pressure to be mutually agreed upon by the Parties, but will at all times provide a minimum pressure of 12 psi.

F. Priority:

The COUNTY's obligation to supply Reclaimed Water to DEVELOPER's Project will be guaranteed on a First Priority Basis, up to the full amount of the Project's demand before providing Reclaimed Water to other customers or meeting other PCMRS needs.

G. Connection to the Reclaimed Water System:

The DEVELOPER agrees to connect its Reclaimed Water facilities for the Project to the COUNTY'S existing Reclaimed Water reuse system at a location mutually agreed by the Parties, and as generally shown in Exhibit D.

H. Metering:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve an acceptable Reclaimed Water Meter assembly that includes isolation, pressure relief, and flow control valves. The Reclaimed Water meter will record data and transmit the same to the COUNTY. All usage, inspection and maintenance shall be in conformance with the applicable provisions of COUNTY ordinance Section 110-37 concerning these activities. The Reclaimed Water Meter and associated isolation valves will be controlled by the COUNTY, as mutually agreed upon by the Parties and based on standard operating procedures.

X. UTILITY SERVICE USAGE FEES AND CHARGES

A. POTABLE WATER FEES AND CHARGES:

1. Potable Water Service: The DEVELOPER and its successors in interest agree to pay the COUNTY for Potable Water services actually metered by the Project at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

2. Emergency Potable Water Service: The DEVELOPER and its successors in interest agree to pay the COUNTY for Emergency Potable Water services actually metered by the Project at the Bulk Water rate (without the Capital Recovery Surcharge) as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

3. Current Potable Water Industrial Use Rate Schedule: The currently applicable rate schedule for industrial use of Potable Water is attached in Exhibit F and incorporated. The Parties recognize this rate schedule may be amended from time to time.

B. SANITARY SEWER SERVICE FEES AND CHARGES

1. Charges for Sanitary Sewer Services: The DEVELOPER and its successors in interest agree to pay the COUNTY for Sanitary Sewer Services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

2. Current Sanitary Sewer Rate Schedule: The currently applicable rate schedule for sanitary sewer services is attached in Exhibit F and incorporated. The Parties recognize this rate schedule may be amended from time to time.

C. RECLAIMED WATER SERVICES FEES AND CHARGES:

Pursuant to COUNTY Resolution 17-272, attached as Exhibit G-1, the DEVELOPER agrees to pay for Reclaimed Water delivered to the Project in an amount equal to the applicable Bulk Reclaimed Water Rate Without Storage and Pumping identified in Exhibit A of Resolution

17-272. DEVELOPER recognizes Resolution 17-272 defines the Bulk Reclaimed Water Rate Without Storage and Pumping for the years FY18 – FY21 and that these rates may be revised in the future. The COUNTY agrees that any increase in the reclaimed water rate chargeable to the DEVELOPER shall not take effect until the COUNTY has provided the DEVELOPER with at least ninety (90) days' written notice of the increase.

XI. OBLIGATIONS RELATIVE TO POTABLE WATER, EMERGENCY POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER SERVICES

A. Potable Water, Emergency Potable Water, and Sanitary Sewer Services:

1. Easements and Permits:

i. The DEVELOPER will obtain all necessary easements and permits to construct and install all utility service connection lines up to the respective Delivery Points as necessary to tie into and connect the Project with the COUNTY's existing Potable Water and Sanitary Sewer Service system facilities for the purpose of providing the Project with these utility services and as identified in Exhibit D and in accordance with Sections VII and VIII. These facilities shall be located in existing COUNTY easements or rights-of-way or in easements or rights-of-way acquired by the DEVELOPER. The right of the DEVELOPER to construct facilities in COUNTY easements or rights-of-way shall not be unreasonably withheld by the COUNTY.

ii. The COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary COUNTY property, easements or rights of way for the purpose of providing the Project with these utility services and as identified in Exhibit D.2. Design, Construction, and Installation:

The DEVELOPER shall design, construct and install all lines necessary to tie into the COUNTY'S existing Potable Water and Sanitary Sewer facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, legal fees, materials, and construction costs.

3. Timing of Line Installation: Installation of lines shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the COUNTY and other appropriate agency(s) having jurisdiction.

4. Line Inspection: Upon completion of the lines and other facilities constructed for provision of Potable Water, Emergency Potable Water, and Sanitary Sewer Service to the Project by the DEVELOPER, the said lines shall be inspected by the COUNTY and certified by the DEVELOPER'S engineers.

5. Provision of Utility Services: Upon determination by the COUNTY that the lines have been properly installed by the DEVELOPER in accordance with this Agreement; relevant laws, rules, ordinances, and regulations; and approved plans and specifications; then Potable Water, Emergency Potable Water, and Sanitary Sewer Service will be provided to the lines.

B. Reclaimed Water Services:

1. Easements and Permits: The COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary COUNTY property, easements or rights of way for the purpose of providing the Project with these utility services and as identified in Exhibit D.

2. Design, Construction, and Installation: The DEVELOPER shall design, construct and install all lines necessary to tie into the COUNTY'S existing Reclaimed Water facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, legal fees, materials, and construction costs.

3. Timing of Line Installation: Installation of lines shall not be commenced until plans and specifications therefore have been prepared by DEVELOPER and submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction.

4. Line Inspection: Upon completion of the lines and other facilities constructed for provision of Reclaimed Water to the Project by the DEVELOPER, the said lines shall be inspected by the COUNTY and certified by DEVELOPER'S engineers.

5. Provision of Utility Services: Upon determination by the COUNTY that the said lines have been properly installed by the DEVELOPER in accordance with this Agreement; relevant laws, rules, ordinances, and regulations; and approved plans and specifications; then Reclaimed Water will be provided to the lines.

C. Utility Service Responsibility: The DEVELOPER and its successors in interest agree that they shall not directly or indirectly engage in the operation of Potable Water, Emergency Potable Water, Reclaimed Water, or Sanitary Sewer Services within or serving the Project or property.

COUNTY shall provide DEVELOPER with Operational Notice of any anticipated disruptions to Reclaimed Water, Potable Water, Emergency Potable Water and Sanitary Sewer Services provided to the Project. Operational Notice shall be provided as soon as the COUNTY learns of an anticipated disruption in service, and in any event not later than 24 hours of becoming aware of an anticipated disruption in service. Operational Notice shall occur by the most effective method possible including hand-delivery, facsimile, e-mail, or over-night mail delivery to both the Shady Hills Energy Center, LLC, Plant Manager at: 14240 Merchant Energy Way, Shady Hills, Florida and also to the address stated in Section XIII. A., below, and shall include an estimate of the expected duration of the anticipated service disruption.

D. Assignment: The DEVELOPER may collaterally assign the Agreement and its rights thereunder to its lenders, and the COUNTY agrees to deliver to the applicable lenders a collateral assignment agreement, a subordination and non-disturbance agreement, and/or such other documents as may be reasonably requested by the lenders in connection with a financing.

E. Insurance and Worker's Compensation: COUNTY represents that it is self-insured and also provides its employees with worker's compensation. To the extent the COUNTY may access the Project, the COUNTY represents its self-insurance coverage is reasonable, customary and prudent given the nature of its activities. DEVELOPER represents it will obtain and maintain property/casualty, liability insurance, workers' compensation,

excess/umbrella and other appropriate insurances in such amounts and on such terms as the DEVELOPER determines is reasonable, customary and prudent given the nature of its business, assets and activities.

F. Cooperative Funding: To the extent a Party seeks cooperative funding related to the Project, the other Party shall assist, and cooperative funds successfully received shall be distributed to the Party who incurred the subject cost.

G. Infrastructure Turn Over:

1. It is agreed that, at such time as the facilities constructed for provision of service to the Project, or any portion thereof, are connected to and become a part of the COUNTY'S potable water, reclaimed water, and sewer system, all such facilities on the COUNTY's side of the respective Delivery Points and all permits, engineering drawings, and other documents owned by the DEVELOPER, in connection therewith, shall henceforth be deemed to be owned by the COUNTY, and title and ownership shall automatically vest in the COUNTY without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the COUNTY shall have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the Parties, that at such time as the said facilities on the COUNTY's side of the respective Delivery Points, or any part or portion thereof, are used to provide Potable Water, Reclaimed Water, and Sanitary Sewer Service to the Project, such facilities shall be deemed to be owned by the COUNTY in their entirety as fully and completely as if installed and paid for by the COUNTY, except that the DEVELOPER, and its successors and/or assigns, reserve the right to use these facilities for the purpose set forth in this Agreement. The DEVELOPER shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances.

2. After ownership and title to the above-identified portion of the facilities are vested in the COUNTY as set forth above, all responsibility for repair and maintenance of such

part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the COUNTY, provided that the COUNTY shall not, by this agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, DEVELOPER Letter of Credit, or other guarantee of performance regarding such facilities which has been provided the COUNTY in accordance with the requirements of the Project's development approval or other applicable development ordinance. Furthermore, the DEVELOPER agrees to post a one (1) year Maintenance Bond in an amount of fifteen (15) percent of the total cost of all utility improvements that are turned over to the COUNTY. It is further agreed that the DEVELOPER shall assign to the COUNTY, for the use and benefit of the COUNTY and its successors and assigns, each and every construction warranty obtained by the DEVELOPER in connection with the installation of the said facilities.

XII. SPECIAL PROVISIONS

A. Real Estate and Option Agreement:

1. Grant of Option: COUNTY grants to DEVELOPER the exclusive right and option (the "Option") to have easements on, over, under and across the Option Property to evaluate, develop, construct, repair, reconstruct, operate, and maintain electrical transmission lines in accordance with the terms and provisions of the Easement Agreement attached hereto as portion of Composite Exhibit H and incorporated herein by this reference (the "Easement Agreement"). The Option may be exercised at any time during the Option Period. This Option is made and given on the terms and conditions set forth in this Agreement. Memorandum of this Option being granted shall be recorded by the COUNTY in the Official Records of the County in which the Option Property is located (the "Official Records").

2. Exercise of Option: DEVELOPER may exercise the Option over any portion of the Option Property or the entire Option Property at DEVELOPER's sole discretion at any time during the Option Period by signing and recording a "Notice of Exercise of Option" in the form attached hereto as portion of Composite Exhibit H and incorporated herein by this reference (the "Notice of

Exercise”) in the Official Records of the County in which the Option Property is located. Upon such recording of the Notice of Exercise, all of the easements, rights and other provisions of the Easement Agreement shall become immediately effective and binding upon all or such portion of the Option Property as identified in the Notice of Exercise, and upon COUNTY and DEVELOPER without any further act or action of either party. DEVELOPER shall also send a copy of the Notice of Exercise to COUNTY; however, sending or the failure to send such a copy shall not affect the validity of the exercise of the Option.

3. Appraisal of Easement: After issuing the Notice of Exercise, DEVELOPER, at its cost not to exceed \$30,000.00, shall coordinate with COUNTY to obtain an appraisal of the fair market value of the Easement in accordance with the following:

i. Qualified Appraisers: The appraisal(s) shall be conducted by Qualified Appraisers who are nationally recognized, third-party appraisers qualified to appraise electric transmission corridors; have been engaged in the appraisal business for at least five (5) years; and are not associated with any Party or any Affiliate of a Party.

ii. Selection of Three Qualified Appraisers: Three Qualified Appraisers shall be selected as follows: SHEC and COUNTY shall each appoint a Qualified Appraiser and the Qualified Appraisers appointed by SHEC and COUNTY shall appoint a third Qualified Appraiser.

iii. Timeline for completion of all steps: (a) within 20 days from issuing the Notice of Exercise, the Parties shall each select a Qualified Appraiser and notify each other of their selection; (b) the two selected Qualified Appraisers shall select a third Qualified Appraiser within 15 days of being selected; and (c) all Qualified Appraisers shall, within 30 days of selecting the third Qualified Appraiser, produce a report estimating Fair Market Value of the Easement.

iv. Fair Market Value of the Easement shall be the average of the estimates produced by the three Qualified Appraisers, except where one or more estimates is discarded

for the reasons hereinafter provided. If the highest Fair Market Value is more than 30% greater than the median estimate or the lowest Fair Market Value is more than 30% less than the median estimate, the outlier estimate(s) shall be discarded and the Easement purchase price shall be the average of the remaining estimate(s) of Fair Market Value, or if both outliers are discarded, then it shall be equal to the last remaining estimate.

v. DEVELOPER shall pay the agreed upon price at the COUNTY'S delivery of the final Easement Agreement.

B. Representations, Warranties and Covenants: COUNTY represents and warrants to DEVELOPER that it owns the Option Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to DEVELOPER in a title report or other document delivered to DEVELOPER prior to the execution of this Agreement.

C. Access to Option Property for Inspection and Evaluation:

COUNTY hereby grants DEVELOPER a temporary easement, attached as Exhibit H - 4, during the Option Period for DEVELOPER and its employees, agents and permittees to have access to the Option Property for the purposes of inspection, survey, design of improvements, tests, and other actions reasonably related to the investigation by DEVELOPER of the suitability of the Option Property for the DEVELOPER's business purposes, including, but not limited to environmental, archeological, and geologic studies on the Option Property. If, after the resource evaluation, DEVELOPER notifies COUNTY that it wishes not to exercise the Option or if the Option Period expires without DEVELOPER exercising the Option, DEVELOPER shall promptly remove all of its equipment and structures from the Option Property and restore the Option Property as near as possible to its original condition. DEVELOPER agrees to indemnify and hold harmless COUNTY, its officers, agents and employees from all liability, loss claim damage, cost and expense caused by or resulting from the exercise of the Option.

D. Termination by DEVELOPER: DEVELOPER may terminate the Option described in Section XII. A. 1., above, without fee, by giving 90 days prior written notice of termination to COUNTY.

E. Effect of Option; Interest in Real Property: The Parties intend that the Option create a valid and present interest in the Property in favor of DEVELOPER. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property and shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns. COUNTY covenants and agrees that during the Option Period, COUNTY shall not, except as otherwise provided herein, convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property. Upon execution of this Agreement, the Parties shall execute and record a Notice of Option in the public records of Pasco County, Florida.

XIII. MISCELLANEOUS

A. Notice: The Parties agree:

1. Operational Notice: Operational Notice shall be given by the appropriate Party and requires prompt and effective delivery of notice by the most effective method possible such as hand-delivery, facsimile, or e-mail to the Shady Hills Energy Center, LLC, Plant Manager at: 14240 Merchant Energy Way, Shady Hills, Florida and also to the address stated in Section XIII. A.2, below and the COUNTY's Utilities O&M Director at: 19420 Central Blvd, Land O' Lakes, FL. The Parties agree to provide each other with e-mail addresses purposes of this paragraph when the Project becomes operational. Currently anticipated circumstances involving Operational Notice include those identified in Sections VII.A.2, IX.C., and XI. C. and warrant Operational Notice to be provided in accordance with the stated timeframes.

2. Notice: Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective Parties as follows:

COUNTY: Utilities Services Branch
19420 Central Boulevard
Land O' Lakes, FL 34637
Attention: Assistant County Administrator

DEVELOPER: Shady Hills Energy Center, LLC
c/o GE Energy Financial Services, Portfolio Manager
901 Main Avenue
Norwalk, CT 06851
And

c/o GE Energy Financial Services, General Counsel
901 Main Avenue
Norwalk, CT 06851

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

B. Covenants and agreements contained herein shall run with the lands of the Project, as more specifically described in Exhibit A, and shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. As to the specific rights to connect the Project or property to the systems of the COUNTY and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by the DEVELOPER, either through specifically assigning such rights and responsibilities in connection with any sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

C. This Agreement shall be subject to the applicable requirements of the COUNTY's Code of Ordinances, Chapter 110 and the Project's anticipated Certification issued pursuant to Florida's Power Plant Siting Act. To the extent the COUNTY has discretion, the terms of this Agreement and the Project's Certification shall control. Further, the COUNTY agrees not to establish a Reclaimed Water supply delivery schedule contrary to the terms of this Agreement.

D. In the event a Party's performance of this Agreement is prevented or interrupted by a Force Majeure event, the Party claiming Force Majeure shall not be liable for such

nonperformance, nor shall nonperformance become an Event of Default, to the extent that such delay, failure, occurrence, or event is substantially caused by Force Majeure, provided that:

1. The non-performing Party gives the other party prompt written notice describing the particulars of the occurrence of Force Majeure;

2. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. The non-performing Party proceeds with reasonable efforts to remedy its inability to perform and provides timely progress reports to the other Party describing actions taken to end the Force Majeure; and

4. When the non-performing Party is able to resume performance of its obligations under this Agreement that Party shall give the other Party written notice to that effect.

E. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, successors, and assigns of the Parties. Notwithstanding the binding nature of this Agreement, DEVELOPER shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without COUNTY's consent; provided, however, that the term of any such agreement does not purport to extend the Term of this Agreement, and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, or transfer shall relieve DEVELOPER of its obligations under this Agreement unless DEVELOPER assigns its entire interest hereunder, in which event DEVELOPER shall have no continuing liability.

F. Representations and Warranties

1. COUNTY hereby represents and warrants as follows:

a. COUNTY is a political subdivision of the State of Florida duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified in each other jurisdiction where the failure to so qualify would have a material

adverse effect upon the business or financial condition of COUNTY; and COUNTY has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement, including the authority to provide the Project with the utility services contemplated herein.

b. The execution, delivery, and performance of its obligations under this Agreement by COUNTY have been duly authorized by all necessary COUNTY action, and do not and will not:

i. Violate any provision of Applicable Law, the violation of which could have a material adverse effect on the ability of COUNTY to perform its obligations under this Agreement;

ii. Result in a breach or constitute a default under any agreement relating to the management or affairs of COUNTY

c. This Agreement is a valid and binding obligation of COUNTY, enforceable against COUNTY in accordance with its terms (except as such enforcement may be limited to bankruptcy, sovereign immunity, insolvency, or similar laws affecting the rights of creditors, or by general principles of equity).

d. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under any agreement of any kind (exclusive of loan indenture, bond and credit agreements to which the COUNTY is a party) or any judgment, order, statute or regulation that is applicable to the COUNTY, the SH WWTF, or the PCMRS.

e. All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize COUNTY execution, delivery, and performance under this Agreement have been duly obtained and are in full force and effect.

2. DEVELOPER hereby represents and warrants the following:

a. DEVELOPER is a limited liability company validly existing and in good standing

under the laws of the State of Delaware and is qualified in Florida and each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of DEVELOPER; and DEVELOPER has all requisite power and authority to execute, deliver, and perform Its obligations under this Agreement.

b. The execution, delivery, and performance of its obligations under this Agreement by DEVELOPER have been duly authorized by all necessary corporate action, and do not and will not:

1. Require any consent or approval of DEVELOPER's Board of Managers; Management Committee; or other internal corporate authority, other than that which has been obtained and is in full force and effect,

2. Violate any provision of Applicable Law or violate any provision in any corporate documents of DEVELOPER, the violation of which could have a material adverse effect on the ability of DEVELOPER to perform its obligations under this Agreement;

3. Result in a breach or constitute a default or violation under DEVELOPER's agreement relating to the management or affairs of DEVELOPER or loan or credit agreement, or any other agreement, lease, or instrument to which DEVELOPER is a party or by which DEVELOPER or its properties or assets may be bound or affected, or any judgment, order, statute or regulation that is applicable to DEVELOPER, the breach, default or violation of which could reasonably be expected to have a material adverse effect on the ability of DEVELOPER to perform its obligations under this Agreement.

4. This Agreement is a valid and binding obligation of DEVELOPER, enforceable against DEVELOPER in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors or by general principles of equity).

5. Except for those approvals described in this Agreement, all approvals required by any Governmental Authority to authorize DEVELOPER's execution, delivery, and performance under this Agreement have been duly obtained and are in full force and effect.

G. Defaults

1. Each of the following shall constitute a Default by the COUNTY: The occurrence of any of the following events shall be deemed a default under this Agreement and shall permit DEVELOPER to seek all remedies set forth herein in the event such default(s) is not timely cured within fifteen (15) calendar days for monetary defaults and within thirty (30) calendar days for non-monetary defaults, unless such non-monetary default is not capable of being cured within thirty (30) calendar days and COUNTY is diligently and continuously prosecuting the cure, then such longer period as is reasonably necessary to cure the default will be granted, hereinafter "COUNTY Cure Period":

a. Failure by COUNTY to observe, comply with, perform and/or maintain in any material respect any term, covenant, condition, duty, obligation, representation, warranty or agreement of this Agreement;

b. The violation by the COUNTY of any law, rule, regulation, order, ordinance or decree of any Governmental Authority having or claiming jurisdiction over the subject facilities, or any act or omission by COUNTY that results in an enforcement action by any agency having jurisdiction that would impair the COUNTY's ability to perform its obligation under this Agreement;

c. Failure in material respects to perform its obligations under this Agreement; and / or

d. If COUNTY violates any material term or condition of this Agreement.

2. Each of the following shall constitute a Default by DEVELOPER: The occurrence of any of the following events shall be deemed a default under this Agreement and

shall permit the COUNTY to seek all remedies set forth herein in the event such defaults are not timely cured within fifteen (15) calendar days for monetary defaults and within thirty (30) calendar days for non-monetary defaults, unless such non-monetary default is not capable of being cured within thirty (30) calendar days and DEVELOPER is diligently and continuously prosecuting the cure, then such longer period as is reasonably necessary to cure the default will be granted, hereinafter "DEVELOPER Cure Period":

a. Failure by DEVELOPER to observe, comply with, perform and/or maintain in any material respect any term, covenant, condition, duty, obligation, representation, warranty or agreement of this Agreement;

b. The violation by the DEVELOPER of any law, rule, regulation, order, ordinance or decree of any Governmental Authority having or claiming jurisdiction over the subject facilities, or any act or omission by DEVELOPER that results in an enforcement action by any agency having jurisdiction that would impair the DEVELOPER's ability to perform its obligation under this Agreement;

c. Failure in material respects to perform its obligations under this Agreement; and /or

d. If DEVELOPER violates any material term or condition of this Agreement.

3. Default Remedies:

a. COUNTY'S Remedies in the Event of Default: If any Event of Default occurs hereunder that is not cured within the DEVELOPER Cure Period, the COUNTY may, at its sole option, enforce the terms of this Agreement and seek and pursue all rights and remedies herein and at law and in equity, including specific performance arising from such default.

b. DEVELOPER'S Remedies in the Event of Default: If any Event of Default occurs hereunder that is not cured within the COUNTY Cure Period, the DEVELOPER may, at its sole option, enforce the terms of this Agreement and

seek and pursue all rights and remedies herein and at law and in equity, including specific performance arising from such default.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement on this 4th day of September, 2018.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Paula S. O'Neil

PAULA S. O'NEIL, Ph.D., Clerk and Comptroller
APPROVED
IN SESSION

Mike Wells
MIKE WELLS, CHAIRMAN

(SEAL)

SEP 04 2018

PASCO COUNTY
BCC

SHADY HILLS ENERGY CENTER, LLC

WITNESSES:

Edward Chao

Print Name: EDWARD CHAO

Ankur Mathur
Ankur Mathur, Vice President

Matthew Weidner

Print Name: Matthew Weidner

STATE OF Connecticut

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 27th day of August, 2018 by Ankur Mathur, the Vice President on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He / She is personally known to me or presented CT State drivers license as identification and did not take an oath.

Whelan
Notary Public – State of Connecticut
At Large
My Commission Expires: 10/31/2020

EXHIBIT LIST

Exhibit A: Project Description

Exhibit B: Pasco County Reuse System Map

Exhibit C: Option Property

Exhibit D: Utility Interconnection Locations

Exhibit E: List of County Facility Permits

Exhibit F: Composite of Pasco County Fees and Rate Schedules

Exhibit G: Pasco County Resolution No. 17-272

Exhibit H: Composite Exhibit H:

H1: Easement Agreement

H2: Memorandum of Option

H3: Notice of Exercise of Option

H4: Temporary Access Easement

EXHIBIT A
FOR
SHADY HILLS ENERGY CENTER, LLC

PROJECT DESCRIPTION AND DATE:

Commission District: 5

Developer's Name/Address: Shady Hills Energy Center, LLC
901 Main Avenue
Norwalk, CT 06851

Telephone No.: .(____) _____

Federal ID No.: _____

Project Location (Description by Local
Roads and Community Area): Merchant Energy Way, Shady Hills

Property Owner(s): Shady Hills Power Company, L.L.C., an
affiliate of Shady Hills Energy Center, LLC

Project Property-Parcel ID No(s): 25-24-17-0000-00100-0011

Project Acreage: 14.22 acres

Land Use Classification: P/SP

Zoning District: AC

Number and Type of Building Units: NA

Potable Water Service Demand (gpd*): 10,080

Emergency Potable Water Service Demand: Up to 2,400 gpm

Reclaimed Water Service Demand: 2,100 gpm

Sewer Service Demand (gpd*): 2,880

* gpd = gallons per day

SKETCH AND PROPERTY LEGAL DESCRIPTION:

(Attach a legal size boundary survey of the property and include the legal description on a separate legal size page.)

Project Description:

The Project will be located in Shady Hills, Florida, approximately 30 miles north of Tampa, Florida. The Project will be located adjacent to the existing Shady Hills Generating Station, a three-unit simple cycle power plant using GE 7F-class technology, that is owned by Shady Hills Power Company, L.L.C. ("SHPC"). The Project will include a new state-of-the-art natural gas-fired 573 MW (winter), one-on-one, combined cycle generating unit and onsite associated facilities. The Project will be designed, constructed, owned and operated by Shady Hills Energy Center, LLC, on a portion of the existing SHPC site. A new generator tie-line will be constructed as off-site facilities required to connect the Project to the DEF power grid.

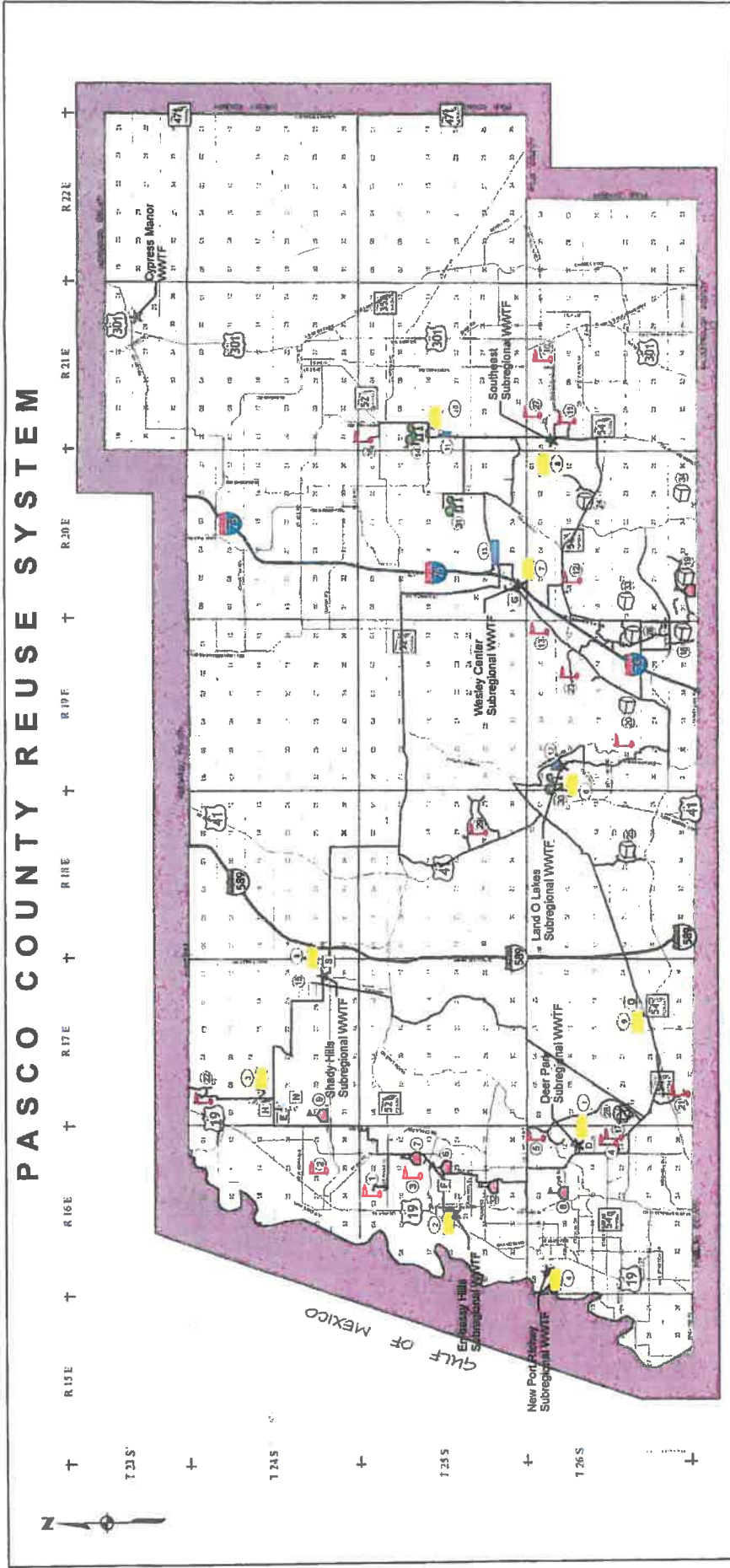
The Project will be designed with technologies to minimize air emissions. The CTG will be equipped with dry low-NO_x combustors to control NO_x emissions. The HRSG will be equipped with a SCR system, to further reduce NO_x emissions. Emissions of other regulated air pollutants (SO₂ and PM) will be controlled through use of pipeline-quality natural gas. In addition, the new unit will minimize GHG emissions through the use of clean-burning natural gas along with the highly efficient, combined cycle electric generating technology.

Process water for the Project will be sourced in the form of reclaimed water from Pasco County's Master Reuse System, of which the Shady Hills Wastewater Treatment Facility is a part, and is adjacent to the Project site. In addition, supplemental sources may be utilized on an emergency basis in the event reclaimed water is not available. An onsite water treatment system will reduce the concentrations of calcium, magnesium, alkalinity, silica and suspended solids by adding hydrated lime, soda ash, ferric chloride and polymer to reduce these constituents in clarifiers. The onsite water treatment system will also include granular media filters, ultrafiltration trains and reverse osmosis (RO) trains. Finally, RO reject and other concentrated process wastewater streams will be treated in brine concentrators and crystallizers. These treatment processes, and the reuse of process wastewater around the site, will be used to achieve zero liquid discharge (ZLD) from the site. The ZLD system will generate a solid waste byproduct that will be disposed offsite.

A new stormwater retention system will be provided to accommodate storm water collection, treatment, storage, and discharge from the Project site.

The Project will use only natural gas as its fuel. At peak operation, including duct-firing, the new unit will require approximately 89,000 MMBtus of natural gas per day. Natural gas will be transported to the Project via the existing Florida Gas Transmission (FGT) pipeline system.

PASCO COUNTY REUSE SYSTEM



DISCLAIMER - This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by a licensed surveyor. It is not intended for any legal use.

LEGEND	
★	WASTEWATER TREATMENT FACILITY
⌘	SCHOOL SITE
■	REUSE SUPPLY/STORAGE
□	INFILTRATION BASIN
■	RECLAIMED WATER RESERVOIR
⌘	GROVE SITE
⌘	GOLF COURSE
■	RESOURCE RECOVERY SITE
□	RESIDENTIAL REUSE SITE
—	REUSE TRANSMISSION LINE (10 IN. AND ABOVE)

REUSE STORAGE CAPACITY		
NAME	MG	
1	DEER PARK	1.5
2	EMBASSY HILLS	2.0
3	HUDSON	2.0
4	NEW PORT RICHEY	2.0
5	SHADY HILLS	7.5
6	LAND O LAKES	6.5
7	WESLEY CENTER	3.8
8	SOUTHEAST	6.0
9	ODESSA	1.5
10	HANDCART	5.0
11	LAKE RITA	2.0
12	LAND O LAKES RESERVOIR	65.0
13	BOYETTE RESERVOIR*	114.0
14		500.0

REUSE PART IV RAPID INFILTRATION BASINS		
NAME	MGD	
15	DEER PARK	0.270
16	HUDSON	5.000
17	EMBASSY HILLS	3.730
18	NORTHWEST	1.900
19	OAKLEY GROVES	0.075
20	FOX HOLLOW	0.663
21	SHADY HILLS	0.350
22	ODESSA SPRAYFIELD	0.300

PROPOSED REUSE UTILIZATION	
NAME	
23	WIREGRASS RESIDENTIAL
24	UNION PARK RESIDENTIAL

REUSE UTILIZATION - IRIGATION	
NAME	
25	BEACON WOODS GOLF COURSE
26	TIMBER OAKS GOLF COURSE
27	TIMBER OAKS GOLF COURSE
28	TIMBER SPRINGS GOLF COURSE
29	TIMBER GREENS GOLF COURSE
30	FOX HOLLOW ELEMENTARY SCHOOL
31	SCHRAEDER ELEMENTARY SCHOOL
32	COTTEE RIVER ELEMENTARY SCHOOL
33	HUDSON SCHOOL COMPLEX
34	SILVER OAKS GOLF COURSE
35	LAKE BERVADETTE GOLF COURSE
36	SADDLEROCK GOLF COURSE
37	QUAIL HOLLOW GOLF COURSE
38	PRICE/ALTMAN GROVES
39	SANDER GROVES
40	EFCO GROVES
41	RESOURCE RECOVERY FACILITY
42	LAKE JOWITA GOLF COURSE

REUSE UTILIZATION - IRRIGATION	
NAME	
43	SEVEN SPRINGS EXEC. GOLF COURSE
44	NORTHWOOD RESIDENTIAL
45	MEADOW POINT RESIDENTIAL
46	STAGECOACH RESIDENTIAL
47	HERITAGE SPRINGS GOLF COURSE
48	HERITAGE PINES GOLF COURSE
49	LEWINGTON OAKS GOLF COURSE
50	NEW RIVER RESIDENTIAL
51	CAKSTEAD RESIDENTIAL
52	SEVEN OAKS RESIDENTIAL
53	HIDDEN CREEK GOLF COURSE
54	LONG LEAF RESIDENTIAL
55	THE GROVES GOLF COURSE
56	SANDER GROVES
57	EFCO GROVES
58	CHASCO ELEMENTARY SCHOOL



Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

200 Foot Wide Easement: As Written by SurvTech Solutions

A 200 foot wide easement being a portion of the lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida, said easement lying and being in the North 1/2 of Section 25, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Section 25, Township 24 South, Range 17 East, Pasco County, Florida; thence coincident with the North boundary of said Section 25, S 89°52'05" W a distance of 661.37 feet to a point coincident with the East boundary of lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida; thence departing said North boundary coincident with said East boundary, S 00°04'08" E a distance of 2644.31 feet to a point coincident with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said South boundary, N 89°58'53" W a distance of 996.96 feet to a point marking the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, said point also being the POINT OF BEGINNING; thence continue coincident with said South boundary, N 89°58'53" W a distance of 3039.05 feet to a point coincident with the East boundary of a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 281, Page 111, of the Public Records of Pasco County, Florida; thence departing said South boundary coincident with said East boundary, N 10°10'31" E a distance of 203.18 feet to a point coincident with a line lying 200 feet North of and parallel with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said parallel line, S 89°58'53" E a distance of 3003.22 feet; thence departing said parallel line, S 00°01'07" W a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 604227.44 square feet, 13.871 acres, more or less.

Project No.: 20170212
 Phase: 4
 Drawing Name: 20170212_4SK
 Last Field Date: N/A
 Field Book/Page: N/A

Drafted By: B. Stinson
 Date Drafted: 08/18/18
 Revision Date: N/A
 Approved By: S. Brown
 Date Approved: 08/20/18

SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com http://www.survtechsolutions.com

THIS IS NOT A FIELD SURVEY.

Stacy L. Brown P.S.M. No. 6516
 SurvTech Solutions, Inc. LB No. 7340

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

SURVEYING TODAY WITH
 TOMORROW'S TECHNOLOGY

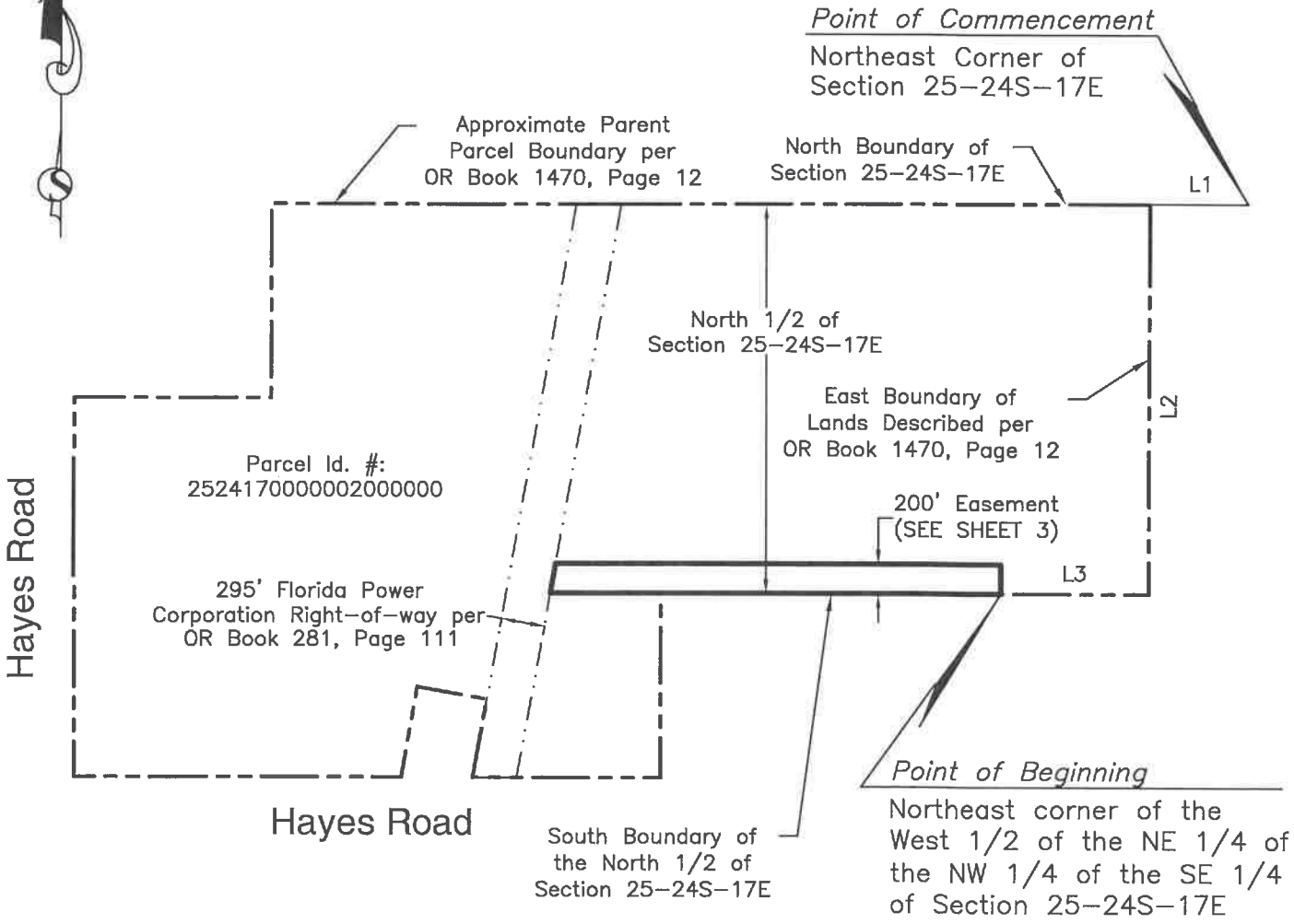


Blumberg No. 5208

EXHIBIT

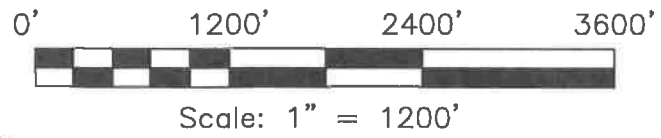
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Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Line Information:

LINE	BEARING	DISTANCE
L1	S 89°52'05" W	661.37'
L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



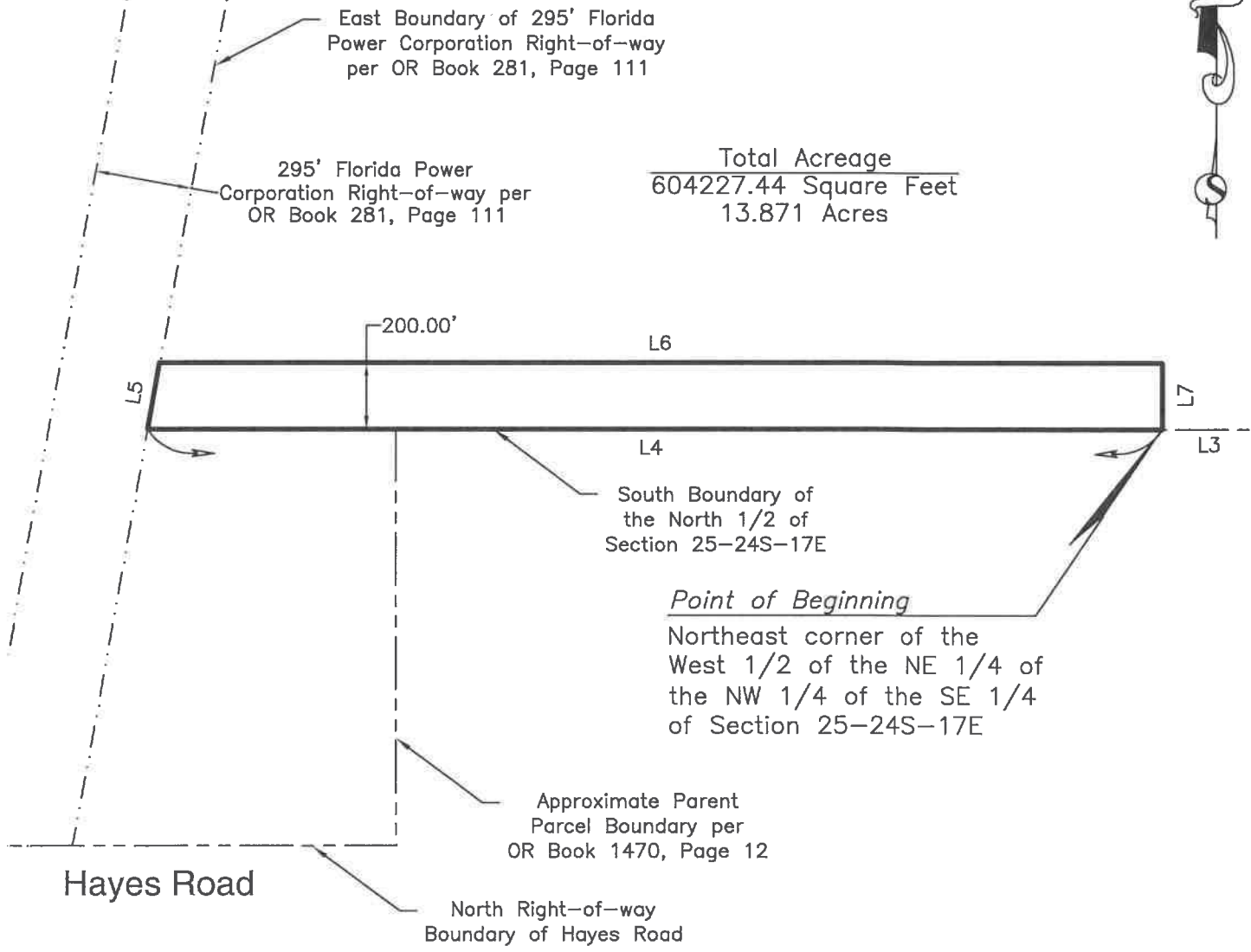
THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Line Information:

LINE	BEARING	DISTANCE
L3	N 89°58'53" W	996.96'
L4	N 89°58'53" W	3039.05'
L5	N 10°10'31" E	203.18'
L6	S 89°58'53" E	3003.22'
L7	S 00°01'07" W	200.00'

0' 500' 1000' 1500'



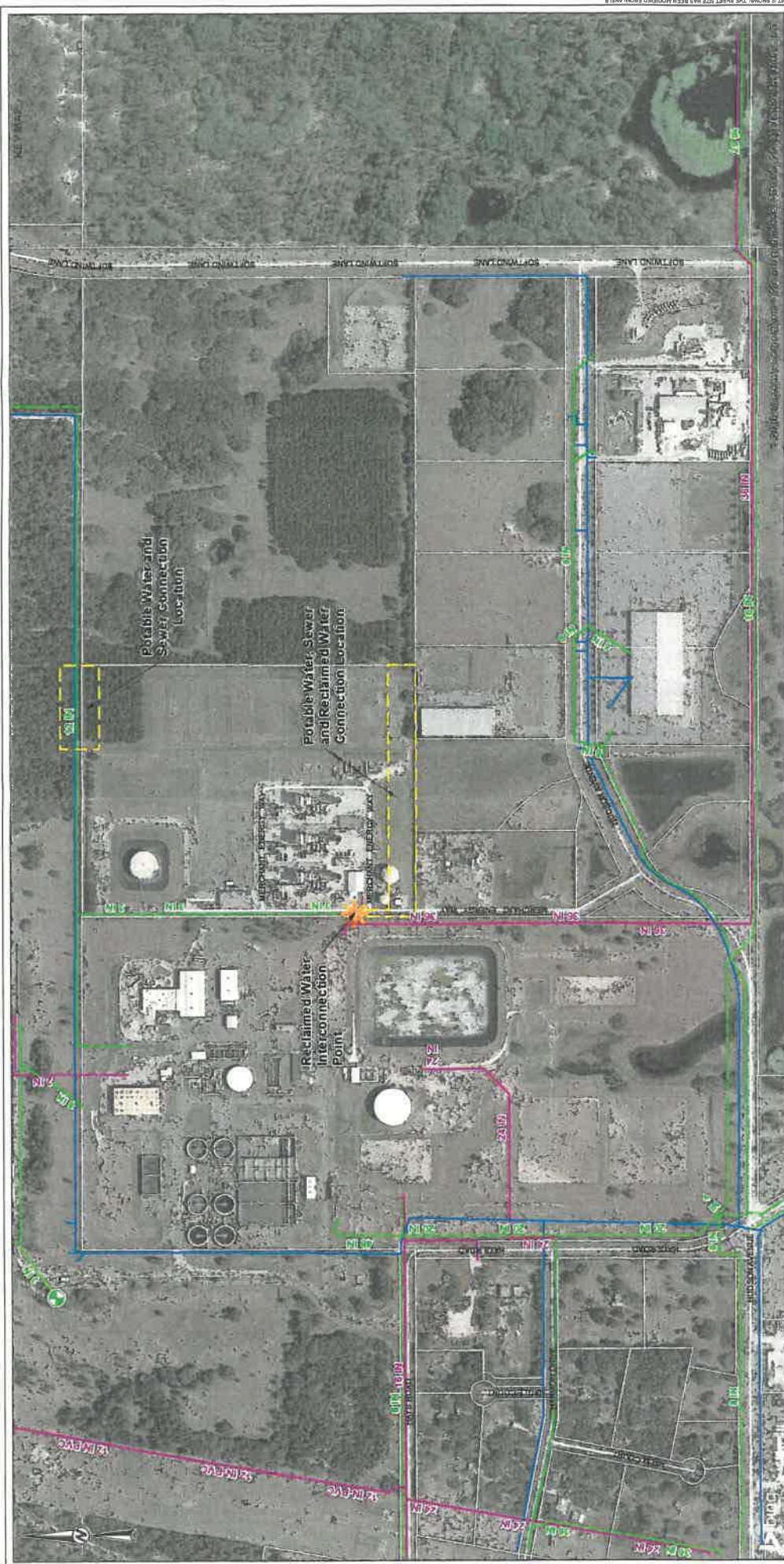
Scale: 1" = 500'

THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>



LEGEND

- Reclaimed Water Interconnection
- Sewer Pump Stations
- Reclaimed Water Main
- Sewer Gravity Main
- Sewer Pressurized Main
- Potable Water Main
- SHCCF Utility Connection Locations (Approximate)

NOTES
 REV. 1 - FIGURE REVISED TO REFLECT CURRENT LOCATIONS OF UTILITY INTERCONNECTION AREAS.
 THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE DATA CONTAINED HEREIN IS NOT COLLECTED UNDER THE SUPERVISION OF OR APPROVED BY THE ENGINEER. THE DATA DOES NOT MEET THE STANDARDS OF PRACTICE UNDER THE FLORIDA ADMINISTRATIVE CODE CHAPTER 61-17 AND CHAPTER 47Z, FLORIDA STATUTES. GOLDIER ASSOCIATES, INC. DOES NOT ACCEPT ANY RESPONSIBILITY FOR ERRORS OR OMISSIONS OF ANY KIND CONTAINED IN THE DATA HEREIN. ALL PRODUCTS AND DERIVATIVES FROM THE DATA CONTAINED HEREIN MUST RETAIN THIS DISCLAIMER.

REVISIONS
 REVISION DATE: 2018-06-20
 DESIGNED: NRI
 PREPARED: NRI
 REVIEWED: RAZ
 APPROVED: MM

CLIENT
 SHADY HILLS ENERGY CENTER, LLC

PROJECT
 SHADY HILLS COMBINED CYCLE FACILITY (SHCCF)

CONSULTANT
 Goldier Associates

CONTRACT
 177826

CONTROL
 104

REV.
 1

FIGURE
 4.1-2

TITLE
 UTILITY AVAILABILITY LAYOUT

PROJECT NO.
 177826

REV.
 1

FIGURE
 4.1-2

Exhibit E

List of County Facility Permits

Shady Hills Subregional Wastewater Treatment Facility
Permit #FLA012741, expires June 28, 2022

Pasco County Master Reuse System
Permit #FLA127272

Meter Size	Water Meter Installation	Water Meter Relocation	Calibration	Water Meter Wet Tap	Reclaim Meter Wet Tap	Reclaim Meter Installation	Water/Sewer or Sewer Only		Water Only		Water Only		Sewer Base	
							Owner Deposit	Sewer Only Tenant Deposit	Owner Deposit	Tenant Deposit	Owner Deposit	Tenant Deposit	Base	Chg/mth
½ & ¾"	\$425.00	\$453.00	\$193.00	\$676.00	\$676.00	\$452.00	\$180.00	\$216.00	\$60.00	\$72.00	\$9.51	\$18.00	\$18.00	\$18.00
1 & 1 ¼"	\$472.00	\$453.00	\$193.00	\$676.00	\$676.00	\$488.00	\$450.00	\$540.00	\$150.00	\$180.00	\$19.34	\$41.07	\$41.07	\$41.07
1 ½"	\$665.00	Actual Cost	\$345.00	N/A	N/A	\$734.00	\$900.00	\$1,080.00	\$300.00	\$360.00	\$35.69	\$79.52	\$79.52	\$79.52
2"	\$762.00	Actual Cost	\$345.00	\$1,087.00	\$1,087.00	\$781.00	\$1,439.00	\$1,727.00	\$481.00	\$577.00	\$55.31	\$125.66	\$125.66	\$125.66
3"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$2,879.00	\$3,455.00	\$961.00	\$1,153.00	\$101.10	\$233.31	\$233.31	\$233.31
4"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$4,498.00	\$5,398.00	\$1,502.00	\$1,802.00	\$166.52	\$387.10	\$387.10	\$387.10
6"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$8,996.00	\$10,796.00	\$3,004.00	\$3,605.00	\$330.08	\$771.58	\$771.58	\$771.58
8"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$14,394.00	\$17,273.00	\$4,806.00	\$5,767.00	\$526.34	\$1232.96	\$1232.96	\$1232.96
10"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost								
12"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost								

SEWER CHARGES Base Rate = \$18.00

Base rate plus \$5.55 per each 1,000 gallons of metered water
 Maximum monthly residential sewer (capped 10,000 gallons 5/8" & ¾")
 Sewer only customers with no water meter (5/8", ¾", 1" and 1 ¼" calculated)
 Sewer Wet Tap

There is no maximum sewer charge on commercial accounts.

FIRE LINE SERVICE (no meter)

Flat fee based on size of service (monthly)

4" and under	\$8.77	8"	\$54.30
6"	\$25.48	10"	\$97.64
Fire Hydrant Installation			
Fire Hydrant Service			
Fire Hydrant Flow Test			
Deposit for temporary/hydrant meter 1"	\$5,710.00 per hydrant		
Deposit for temporary/hydrant meter 2"	\$18.42 per hydrant per mo.		
1" -2" Hydrant/Jumper Meter Install or Relocation	\$200.00		
	\$396.00		
	\$1077.00		
	\$163.00		

BULK CHARGES

Bulk Usage	Capital Recovery Surcharge
Bulk Water \$3.69 per 1,000 gallons	\$0.68 per 1,000 gallons
Bulk Wastewater \$5.13 per 1,000 gallons	\$1.00 per 1,000 gallons
Bulk Reclaim	
Bulk Reclaim w/o Storage & Pumping	\$0.65 per 1,000 gallons
	\$0.33 per 1,000 gallons

OTHER SERVICE FEES AND CHARGES

Turn on/turn off service (scheduled 24 hours in advance)	\$57.00
Same-day turn on/turn off service	\$98.00
Emergency service call (working hours)	\$98.00
Emergency service call (after hours)	\$208.00
Meter reading request (special)	\$98.00
Reconnection after turn off for nonpayment	\$129.00
Grease Inspection	\$97.00 per inspection
Septage/Grease disposal	\$85.32 per 1,000 gallons
Sludge Processing	\$139.54 per 1,000 gallons
Hydrant Flow/System Pressure Testing	\$200.00 per test
Re-inspection of Engineering Inspection Fee	\$137.00 per re-inspection
Deposit Inquiry Fee	\$5.00
Profiling	\$208.00
Application/Transfer Fee	\$17.00

RECLAIMED WATER (FOR IRRIGATION)

Wet Weather Rate Commercial

TBD



A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ADOPTING AN ADDITIONAL BULK RECLAIMED WATER RATE WITHOUT STORAGE AND PUMPING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VII of the Florida Constitution, Chapter 125, Florida Statutes, and Chapter 110 of the Pasco County Code of Ordinances empowers the Board of County Commissioners of Pasco County, Florida to establish and revise water and wastewater rates, fees, and charges whenever necessary; and

WHEREAS, the Board of County Commissioners last revised the rates on July 11, 2017, setting the rates for Fiscal Years 2018 through 2021; and

WHEREAS, at the Public Hearing on July 11, 2017 the Board of County Commissioners requested information regarding an additional bulk reclaimed water rate analysis; and

WHEREAS, the County advertised a Public Hearing to consider an additional bulk reclaimed water rate (hereinafter referred to as "bulk reclaimed water rate without storage and pumping") at least ten (10) days before the date of the Public Hearing as required by law; and

WHEREAS, the Board of County Commissioners held a Public Meeting on September 26, 2017 in the Board Room at the West Pasco Government Center, New Port Richey, Florida, at which the Board received public comment and was advised of the need to address a bulk reclaimed water rate without storage and pumping; and

WHEREAS, the Board of County Commissioners having heard and considered evidence for and against the proposed rate, and based upon such evidence, has determined that the rate for Fiscal Years 2018 through 2021 set forth in Exhibit A attached hereto, and for all purposes incorporated herein, are reasonable, necessary, and justified, and satisfy the requirements of the Pasco County Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled, that the Board of County Commissioners hereby adopts the Bulk




P13

Reclaimed Water Rate Without Storage and Pumping for Fiscal Years 2018 through 2021, as set forth in Exhibit A. These rates, fees, and charges shall be effective beginning October 1, 2017.


DONE AND RESOLVED this 26 day of September, 2017.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA



PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER



MIKE MOORE, CHAIRMAN

APPROVED
IN SESSION

SEP 26 2017
PASCO COUNTY
BCC

EXHIBIT A

Bulk Reclaimed Water Rate Without Storage and Pumping

per thousand gallons

FY18	FY19	FY20	FY21
\$.32	\$.33	\$.34	\$.35

Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT by and among **PASCO COUNTY**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, FL 33525 (“Grantor”) and **SHADY HILLS ENERGY CENTER, LLC**, a Delaware limited liability company (“SHEC”), whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 (“Grantee”).

RECITALS

A. Grantor is the owner of certain real property located within the County of Pasco, State of Florida as more particularly described in Exhibit “A” attached hereto and referred to herein as the “County Property”.

B. SHEC has or will acquire an interest in certain real property located within the County of Pasco, State of Florida as more particularly described in Exhibit “B” attached hereto and referred to herein as the “SHEC Property”. The SHEC Property will be developed as a natural gas fired 573 megawatt combined – cycle generating facility (the “Shady Hills Combined Cycle Facility” or “SHCCF”).

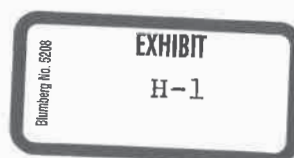
C. In order for the SHEC Property to be developed and operated as the SHCCF, SHEC desires Grantor to grant certain easements in, to, over and across the County Property or more particularly described in Exhibit “C” attached hereto and referred to herein as the “Easement Property” for the installation, operation and maintaining of a 230-kilowatt electric transmission line (the “Gen-Tie Line”).

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE I – EASEMENTS

A. Utilities.

a. The Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual easement in, to, over, under, along and across those portions of the County Property necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation and removal of those facilities and systems for the transmission of utility services, including, but not limited to electrical lines and drainage required for the operation and use of the SHCCF and the Gen-Tie Line. Grantee is prohibited from erecting any poles or



placing any guy wires closer than one hundred (100) feet to the east of the eastern edge of the existing access road to the adjacent Pasco County Solid Waste Resource Recovery Facility (RRF) and one hundred (100) feet to the west of the western edge of the existing access road at the entrance to the RRF. Except within 300 feet of the Duke transmission corridor, Grantee shall place and maintain the overhead interconnection electrical power lines within the 100-foot ROW a minimum vertical distance (height) of forty (40) feet above finished grade or roadways, measured from the lowest point (typically mid-span) of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below. Grantee may not trim or remove trees outside of the 100-foot ROW unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under 18 C.F.R. Part 40, Mandatory Reliability Standards for the Bulk-Power System, including North American Electric Reliability Corporation (NERC) Electric Reliability Standard FAC-003-3, Transmission Vegetation Management (or subsequent version). Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) 300A 2001, as amended. Grantee must provide notification (by email) to the County Administrator at least three (3) business days prior removal of trees eighteen (18) inches diameter at breast height (dbh) and larger.

B. Ingress and Egress. Grantee for its use, and use of its employees, agents, contractors, sub-contractors, materialmen, laborers and suppliers, during construction shall enter upon the Easement Property from the SHEC Property; once in operation access will be from the east via the SHEC property and any other mutually acceptable access point from County Property for periodic inspection access to the Easement Property.

ARTICLE II – CONSTRUCTION

A. General Requirements. All installation, construction, reconstruction, repairs, and replacements shall be performed in accordance with all applicable governmental laws, rules and regulations in a good, safe and workman-like manner.

B. Indemnity. Grantee will defend, protect and indemnify and hold harmless Grantor from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities, including reasonable attorney fees, arising out of or resulting from any construction activities performed by, or on behalf of, Grantee on the County Property.

C. Liens. Grantee shall not permit any lien to be filed on the County Property as arising out of or resulting from Grantee's construction activities on the County Property, provided, however, if any construction lien is recorded against the County Property as result of such activities, Grantee shall remove or transfer to bond such lien and will defend, protect and indemnify Grantor from and against all claims and demands, actions and proceedings arising out of or resulting from such lien, retaining, however, the right to contest the validity thereof.

ARTICLE III – MAINTENANCE AND REPAIR

Grantee shall, at its sole cost and expense, operate and maintain the Easement Property in a clean, safe condition and good state of repair throughout the terms of this Easement Agreement in compliance with all applicable governmental laws, rules and regulations.

ARTICLE IV – INSURANCE

Grantee shall maintain Commercial General Liability Provision Policy write a combined single limit of liability of not less than _____ (\$_____) for bodily injury, personal injury and property damage, rising out of any one occurrence. Grantor shall be insured on “additional insured” under such Policy. All insurance shall be written on an occurrence basis from a company rated by Best’s Rating Guide not less than _____ and is authorized to do business in the State of Florida. Insurance may be provided under a blanket policy that includes other properties and locations of Grantee or affiliated company.

ARTICLE V – SUCCESSORS AND ASSIGNS

This Easement Agreement and the rights and burdens hereunder shall be binding upon and run with title to the Easement Property and the SHEC Property. This Easement Agreement shall be for the benefit of, and restricted solely to, the owner and mortgagee of the SHEC Property and their respective employees, agents, servants, and invitees, from time to time, but is not intended, nor shall it be construed as, creating any rights in, or for the benefit of, the general public.

ARTICLE VI – TERMS AND TERMINATION

This Easement Agreement shall be effective upon recordation among the public records of Pasco County, Florida, and shall be perpetual; provided, however, the terms and provisions hereof, shall automatically cease and terminate and be of no further force and effect at such time as the SHEC Property has permanently closed operations as a power generating facility.

ARTICLE VII – MODIFICATION

This Easement Agreement shall not be modified except by written agreement executed by the parties hereto, or their successors or assigns holding title to the properties legally described herein.

ARTICLE VIII – MISCELLANEOUS

A. This Easement Agreement may be executed in any number of counterparts each of which shall be deemed as original. This Easement Agreement shall be governed by and in accordance with the laws of the State of Florida.

B. Each party to this Easement Agreement represents and warrants to the other that such party has authority to enter into, execute, and deliver this document and be bound by its terms.

C. Nothing contained herein shall restrict SHEC from granting a mortgage or security interest, or to assign or convey its interest in, its respective parcel as security for a loan secured by such parcel; provided, however, any and all such mortgage liens encumbering any parcel will be subordinate and subject, in all respects, to this Easement Agreement and any lender foreclosing on any such mortgage lien, or acquiring title by reason or a deed-in-lieu of foreclosure, will acquire title to the subject parcel subject to all of the terms, conditions and covenants of this Easement Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Easement Agreement to be executed on the _____ day of _____, 2018.

Attest:

COUNTY OF PASCO, a Political
Subdivision of the State of Florida

Paula S. O'Neil, Ph.D., Clerk
and Comptroller

By: _____
Mike Wells, Chairman

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC
a Delaware limited liability company

Print Name: _____

By: _____
Title: _____

Print Name: _____

STATE OF CONNECTICUT
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the _____ on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He/She is personally known to me or presented _____ as identification and did not take an oath.

Notary Public–State of Connecticut at Large
My Commission Expires:

Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION made as of the 4th day of September, 2018 by and between **PASCO COUNTY**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, FL 33525 (the "COUNTY") and **SHADY HILLS ENERGY CENTER, LLC**, a Delaware limited liability company, whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 ("SHEC").

WHEREAS, the COUNTY and SHEC have entered into that certain UTILITIES SERVICE AGREEMENT dated September 4, 2018 (the "USA");

WHEREAS, as consideration for SHEC to enter into the USA, COUNTY has granted an Option (the "Option") to SHEC to leave an easement on, over, under and across that certain real property, more particularly described in Exhibit "A" attached hereto, for the purpose set forth in the USA; and

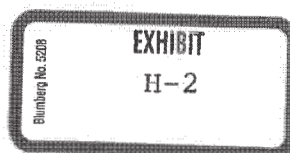
WHEREAS, the COUNTY and SHEC desire to give record notice of the Option and the rights created therein.

NOW, THEREFORE, in consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.
2. Notice and Confirmation of Option. Notice is hereby given as to the grant, validity and effect of the Option and all of the rights and remedies created thereby.
3. Binding Effect. This Memorandum of Option shall be binding upon the parties and shall be enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the COUNTY and SHEC have executed this Memorandum of Option as of the first date written above.

[SIGNATURES ON FOLLOWING PAGE]



APPROVED
IN SESSION

SEP 04 2018

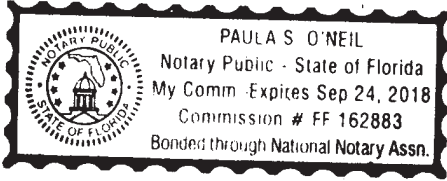
PASCO COUNTY
BCC

COUNTY OF PASCO, a Political
Subdivision of the State of Florida



PAULA S. O'NEIL, PH.D.
CLERK & COMPTROLLER

By: [Signature]
MIKE WELLS, CHAIRMAN
personally known to me



[Signature]
Notary Public - State of Florida at Large
My Commission Expires:

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC
a Delaware limited liability company

[Signature]
Print Name: TERRY E. ELKH

By: [Signature]
Title: Vice President

[Signature]
Print Name: Roy Belden

STATE OF CONNECTICUT
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 23rd day of August, 2018 by Anker Mathur, the Vice President on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He/She is personally known to me or presented CT State drivers license as identification and did not take an oath.

[Signature]
Notary Public - State of Connecticut at Large
My Commission Expires: 10/31/2020

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

200 Foot Wide Easement: As Written by SurvTech Solutions

A 200 foot wide easement being a portion of the lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida, said easement lying and being in the North 1/2 of Section 25, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Section 25, Township 24 South, Range 17 East, Pasco County, Florida; thence coincident with the North boundary of said Section 25, S 89°52'05" W a distance of 661.37 feet to a point coincident with the East boundary of lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida; thence departing said North boundary coincident with said East boundary, S 00°04'08" E a distance of 2644.31 feet to a point coincident with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said South boundary, N 89°58'53" W a distance of 996.96 feet to a point marking the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, said point also being the POINT OF BEGINNING; thence continue coincident with said South boundary, N 89°58'53" W a distance of 3039.05 feet to a point coincident with the East boundary of a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 281, Page 111, of the Public Records of Pasco County, Florida; thence departing said South boundary coincident with said East boundary, N 10°10'31" E a distance of 203.18 feet to a point coincident with a line lying 200 feet North of and parallel with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said parallel line, S 89°58'53" E a distance of 3003.22 feet; thence departing said parallel line, S 00°01'07" W a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 604227.44 square feet, 13.871 acres, more or less.

Project No.: 20170212
Phase: 4
Drawing Name: 20170212_4SK
Last Field Date: N/A
Field Book/Page: N/A

Drafted By: B. Stinson
Date Drafted: 08/18/18
Revision Date: N/A
Approved By: S. Brown
Date Approved: 08/20/18

SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
10220 U.S. Highway 92 East, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: sbrown@survtechsolutions.com http://www.survtechsolutions.com

THIS IS NOT A FIELD SURVEY.

Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. LB No. 7340

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

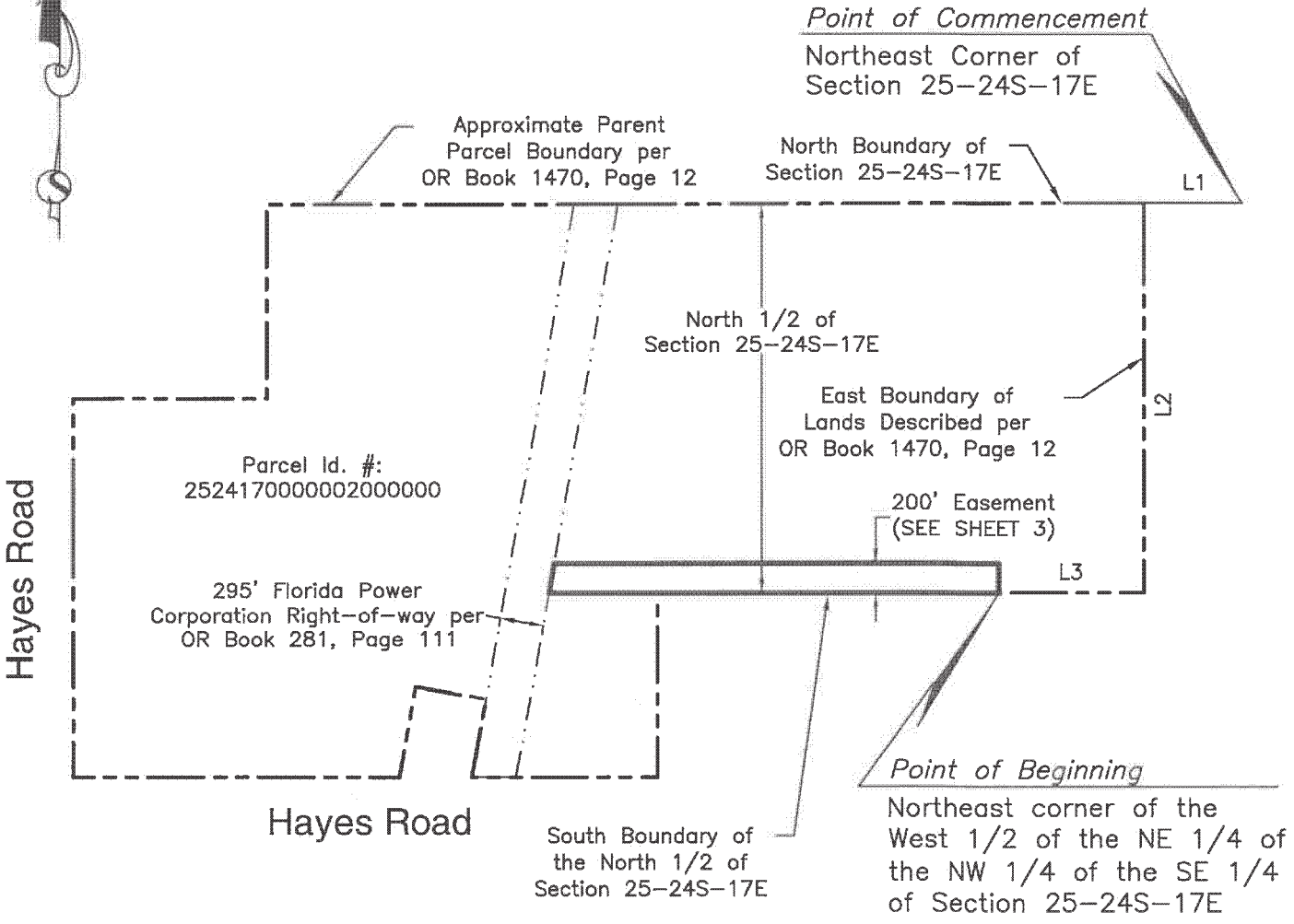
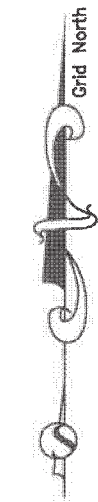
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EXHIBIT

A

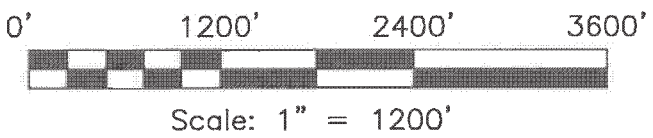
Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Point of Beginning
 Northeast corner of the West 1/2 of the NE 1/4 of the SE 1/4 of Section 25-24S-17E

Line Information:

LINE	BEARING	DISTANCE
L1	S 89°52'05" W	661.37'
L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



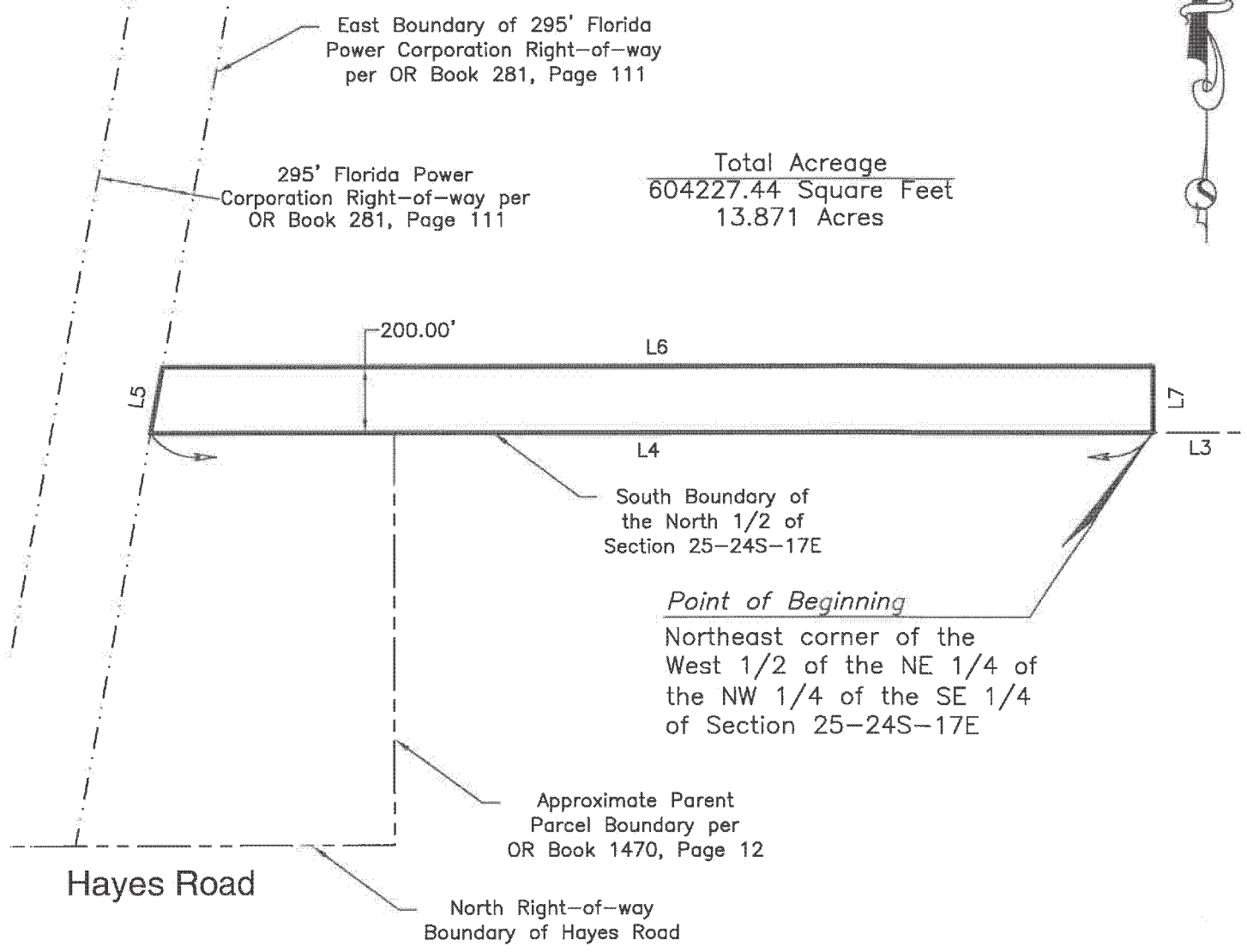
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PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



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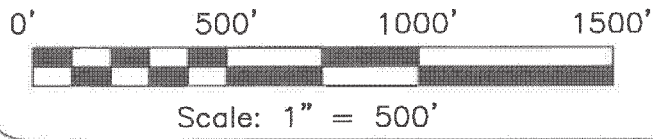


Total Acreage
 604227.44 Square Feet
 13.871 Acres

Point of Beginning
 Northeast corner of the
 West 1/2 of the NE 1/4 of
 the NW 1/4 of the SE 1/4
 of Section 25-24S-17E

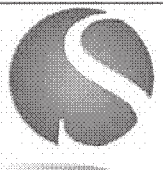
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L6	S 89°58'53" E	3003.22'
L7	S 00°01'07" W	200.00'



THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
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 LAST FIELD DATE: N/A



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NOTICE OF EXERCISE OF OPTION

This Notice of Exercise of Option dated as of the ____ day of _____, 201__, given by SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company (“SHEC”) as follows:

WHEREAS, on the _____ day of _____, 2018, SHEC entered into a UTILITIES SERVICE AGREEMENT (the “USA”) with PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) wherein the County granted SHEC the exclusive right and option (“Option”) to have easements on, over, under and across the Option Property to evaluate, develop, construct, repair, reconstruct, operate, and maintain electrical transmission lines in accordance with the terms and provisions of an EASEMENT AGREEMENT dated the ____ day of _____, 2018, a Memorandum thereof recorded in Official Records Book _____ at Page _____, Public Records of Pasco County, Florida (the “Easement”); and

WHEREAS, SHEC desires to exercise the Option.

NOW THEREFORE, SHEC hereby gives notice of the exercise of the Option as of the date first written above and the subsequent recordation of the Easement among the Public Records of Pasco County, Florida.

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ the _____ on behalf of the Shady Hills Energy Center, LLC. He/She [] is personally known to me or [] presented _____ as identification and did not take an oath.

Notary Public – State of Florida at Large
My Commission Expires:



Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Easement") by and among PASCO COUNTY, a political subdivision of the State of Florida, whose address is _____ (the "COUNTY"), and SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company, whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 ("SHEC").

RECITALS

A. The COUNTY and SHEC are parties to that certain UTILITIES SERVICE AGREEMENT dated the 4th day of September, 2018 (the "USA");

B. The COUNTY is the owner of certain real property as more particularly described in Exhibit "A" attached hereto and made a part hereof and referred to herein as the "County Property";

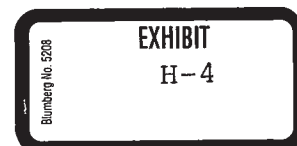
C. SHEC, a Delaware limited liability company, is planning, licensing and engineering to develop and construct a combined cycle electric generation projection (the "Shady Hills Combined Cycle Facility" or "SHCCF") on a portion of certain real property as more particularly described in Exhibit "B" attached hereto and made a part hereof and referred to herein as the "SHEC Property"; and

D. Pursuant to the terms of the USA, the COUNTY agreed to grant to SHEC, during the term of the Option Period, and as the same may be extended as set forth in the USA, a temporary access easement ("Temporary Access Easement") for access to the County Property for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, it is agreed as follows:

1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. TEMPORARY ACCESS EASEMENT. The COUNTY hereby grants and conveys to SHEC a Temporary Access Easement, during the Option Period, for access to, and ingress and egress for its use by its employees, agents, contractors and consultants, for the purposes of inspection, survey, tests, including, but not limited to, environmental, archeological and geologic studies, design of improvements, and other activities and actions reasonably related to the investigation by SHEC of the suitability of the County Property for SHEC's SHCCF (the



“Investigative Procedures”). SHEC shall enter the Temporary Access Easement from the SHEC Property.

3. INDEMNITY. SHEC will defend, protect, indemnify and hold harmless the COUNTY from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities, including reasonable attorneys’ fees, arising out of or resulting from the Investigative Procedures.

4. REPAIRS. SHEC agrees to repair any damage to the County Property arising out of, or resulting from, the Investigative Procedures and shall, upon termination of this Temporary Easement, remove any equipment from, and restore as near as possible to its original condition, the Option Property.

5. NO LIENS. SHEC shall not permit any lien to be filed on the County Property arising out of or resulting from the Investigative Procedures; provided, however, if any such lien is recorded against the County Property as a result of such activities, SHEC shall remove or transfer to bond such lien and will defend, protect and indemnify the COUNTY from and against all claims and demands, action and proceedings arising out of or resulting from such lien, retaining, however, the right to contest the validity thereof.

6. TERM. The Term of this Temporary Access Easement shall expire upon the sooner of the termination of the Option Period or notification by SHEC of its election not to exercise the Option granted in the USA.

7. EFFECT AND GOVERNING LAW. This Temporary Access Easement shall be effective upon recordation among the public records of Pasco County, Florida and shall be governed by and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Temporary Access Easement to be executed as of the 4th day of September, 2018.



COUNTY OF PASCO, a political subdivision of the State of Florida

Paula S. O'Neil
Paula S. O'Neil, Ph.D., Clerk & Comptroller

By: [Signature]
Mike Wells, Chairman

APPROVED
IN SESSION

SEP 04 2018

PASCO COUNTY
BCC

WITNESSES:

Terry E. Eldon
Print Name: TERRY E. ELON

Roy Belden
Print Name: Roy Belden

SHADY HILLS ENERGY CENTER, LLC, a
Delaware limited liability company

By: [Signature]
Title: Vice President

STATE OF CONNECTICUT
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 23rd day of August,
2018 by Ankur Mathur the Vice President on behalf of
the Shady Hills Energy Center, LLC. He/She is personally known to me or presented CT State
drivers license as identification and did not take an oath.

[Signature]
Notary Public—State of Connecticut at Large
My Commission Expires: 10/31/2020

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Drafted By: B. Stinson
Date Drafted: 08/18/18
Revision Date: N/A
Approved By: S. Brown
Date Approved: 08/20/18

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Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. LB No. 7340

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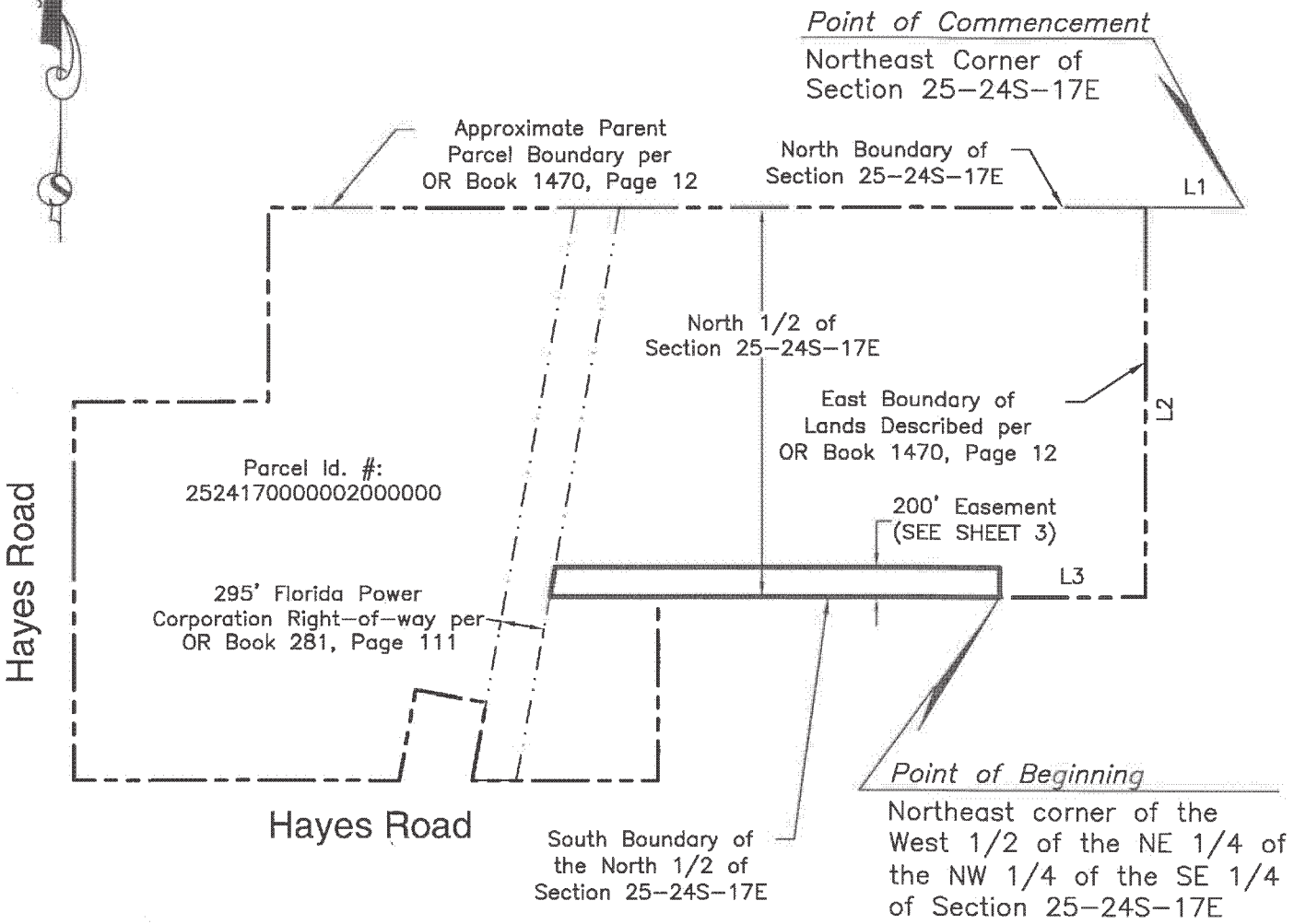
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- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
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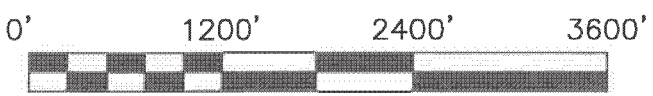
EXHIBIT
A

Sketch & Description
Shady Hills Energy Center, LLC
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Section 25, Township 24 South, Range 17 East
Pasco County, Florida



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L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



Scale: 1" = 1200'

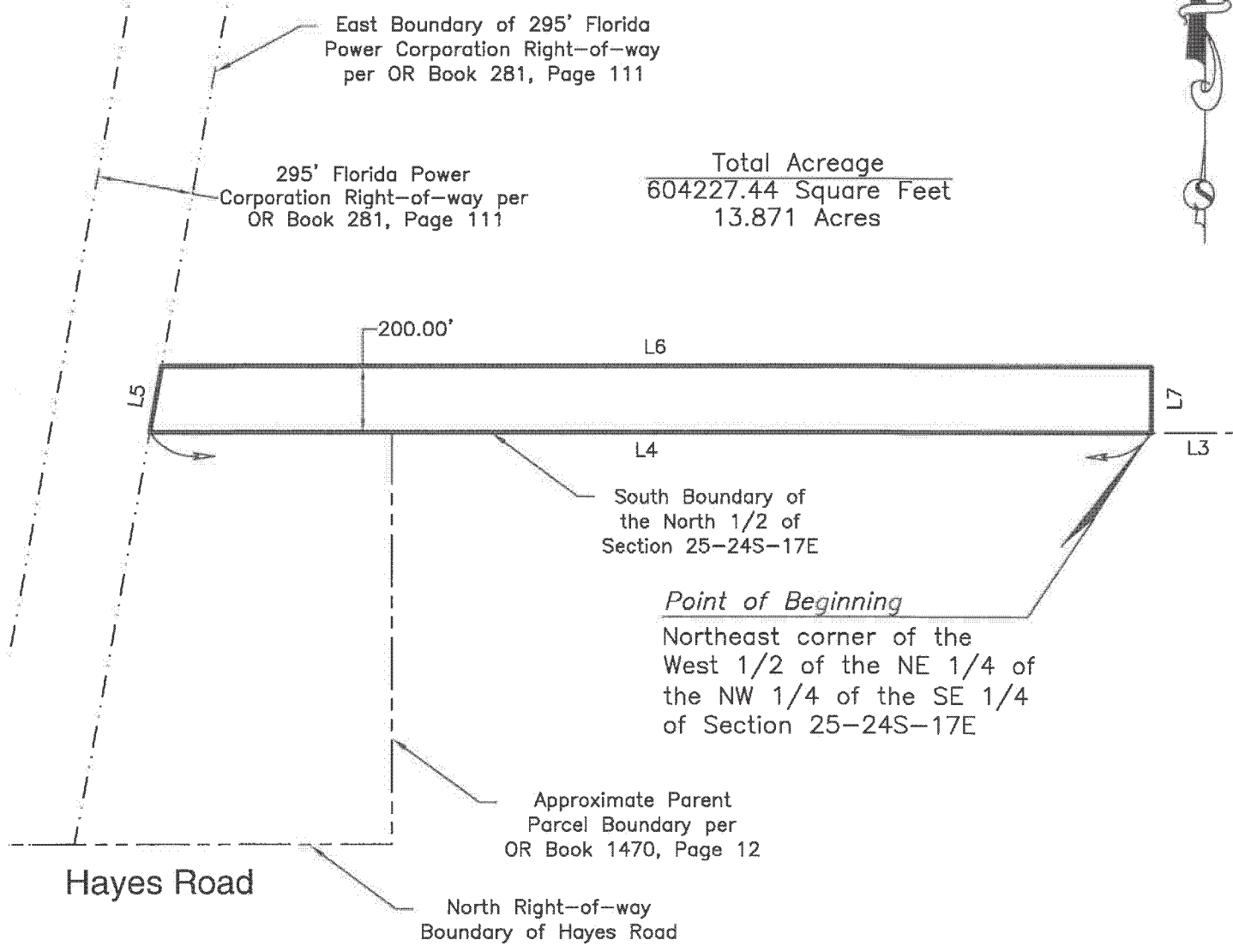
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 PHASE: 4
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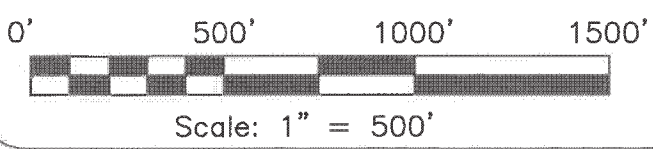


Total Acreage
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EXHIBIT 2

Corrected

BEFORE THE PLANNING COMMISSION IN AND FOR PASCO COUNTY

IN RE: SPECIAL EXCEPTION APPLICATION NO. 7295
SHADY HILLS ELECTRIC COMPANY, LLC

ORDER

THE PLANNING COMMISSION OF PASCO COUNTY, FLORIDA, on January 10, 2018, with a quorum present and voting, after due public notice, being empowered under Chapter 200, Section 204 of the Pasco County Land Development Code (LDC) to hear and decide requests for special exceptions, does hereby make the following findings, conclusions, and interpretations as applied to the above special exception request for a power generating plant for essential public services in an A-C Agricultural District:

1. A transmission and power delivery facility is a specified special exception use as set forth in the A-C Agricultural District.
2. The Planning Commission has heard and considered the presentation and evidence of the applicant and individuals in opposition to and in favor of the application.
3. The Planning Commission has reviewed the report and recommendations of County staff and the following findings of fact:

FINDINGS OF FACT:

- a. The subject site is a vacant portion of Shady Hills Power Company, LLC power plant tract, encompassing 10 acres of a 30 acre tract owned by Shady Hills Power Company, LLC. The applicant proposes to use the site for a new electric private utility facility (a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant).

The applicant provided the following narrative:

Proposed Special Exception: Shady Hills Power Company LLC proposes to construct and operate a new electric private utility facility herein described as a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant (Project) in unincorporated Pasco County, Florida. The proposed Project will be constructed on a 10-acre parcel of land (expansion site) situated adjacent to and east of an existing electric power generating plant that Shady Hills Power Company LLC owns and operates. The existing facility was approved by the Pasco County Planning Commission under Special Exception RA5528 dated December 8, 1999. The Site is located on Merchant Energy Way, north of Hudson Road, east of Shady Hills Wastewater Treatment Plant, and south of the Pasco County Resource Recovery facility.

The Project will consist of a single combustion turbine generator equipped with advanced emission control equipment, a heat recovery steam generator with duct burners, a single condensing Steam Turbine Generator, a deaerating surface condenser, a mechanical draft wet cooling tower, and associated ancillary equipment necessary for the generation of electric energy. A short (approximately 1.0 mile) new transmission line will be required as part of the Project that will traverse the resource recovery property and connect to a new Duke substation to be located within Duke's existing transmission lines rights-of-way.

The Project will increase electrical generation capacity that currently exists on the adjacent 20 acres by approximately 550 MWs using economical, fuel-efficient, state-of-the-art technology, while minimizing environmental impacts to the expansion site and surrounding area. The Project will be fired by natural gas only. Natural gas will be transported by Florida Gas Transmission through an existing pipeline lateral connection that terminates at the existing power plant site. The Project will utilize treated wastewater (also referred to as reclaimed water)

obtained from Pasco County from and/or through the Shady Hills Wastewater Treatment Plan for process purposes, including cooling. The Project will secure the rights-of-way by easement with Pasco County and install piping in the rights-of-way to transfer reclaimed water to the County and install piping in the Rights-of-way to transfer reclaimed water to the expansion site. The plant will use zero liquid discharge technology to eliminate industrial wastewater discharge. Potable water and sanitary sewer will be provided by Pasco County from connections at the existing adjacent power plant.

- b. The subject site is 330 feet wide and approximately 1,320 in depth.
- c. Access to the site is from Merchant Energy Way, a private, 2-lane residential paved roadway within a 24-foot wide (varies) private maintained right-of-way in very good condition. The private portion of Merchant Energy Way ties into a 2-lane county paved roadway within a 24 foot wide (varies) county maintained right-of-way that connects to Hudson Avenue, a 2-lane residential roadway within a 24' – 26 foot wide (varies) county maintained right-of-way.
- d. The subject site is located in Flood Zone "X," and development is subject to the requirements of the Land Development Code (LDC), Section 1104, Flood Damage Prevention.
- e. The surrounding area is characterized by an electric generating plant, a wastewater treatment plant, a resource recovery facility, inactive concrete batch plant, single family residential and a planned outdoor shooting range (Pasco Sheriff Office).
- f. The subject area has been designated RES-1 (Residential – 1 du/ga) under the Comprehensive Plan.

- g. The subject site is within the South Market Area and Urban Expansion Area.
- h. On September 26, 2017, the owner's/applicant's consultants met with the representatives from the Planning and Development Department, the Fire Rescue Department, and the Office of Economic Growth to discuss the expansion of the subject facility.
- i. On November 17, 2017, the subject request was found to be exempt from Timing and Phasing (Section 901.12.C.1) as the highest and best use of the proposed special exception would result in less than 50 peak hour trips, a.m. or p.m. whichever is higher. Access Management Analysis and Substandard Road Review will be performed at the time of Preliminary Site Plan or Preliminary Development Plan, if applicable.
- j. On December 8, 1999, the existing facility was approved, with conditions, by the Pasco County Planning Commission under Special Exception Petition No. 5528.

The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of the County's Comprehensive Plan.
- k. On December 13, 2017 the Planning Commission approved Special Exception No. 7290, with conditions, for a transmission, substation, and power delivery facility for Seminole Electric Cooperative for a parcel located adjacent to the east of the subject site.
- l. The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of

the County's Comprehensive Plan.

4. Upon consideration and adoption of the recommendation of staff and the evidence presented at the public hearing, the Planning Commission has determined that the standards for issuing a special exception, as set forth in the Pasco County LDC, Chapter 400, Section 402.4.F. have been met.

5. The special exception requested is consistent with the adopted Pasco County Comprehensive Plan and would not have an adverse effect on the health, safety, and welfare of the public.

Accordingly, it is hereby

ORDERED that Special Exception Application No. 7295 is hereby approved for the property described in Exhibit A attached hereto, subject to the following conditions:

CONDITIONS OF APPROVAL

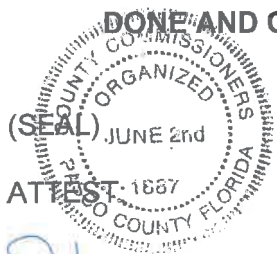
1. The owner/developer shall provide a new driveway and loop road around the perimeter of the proposed plant expansion. At time of preliminary site plan review, the owner/applicant shall be required to file an access-management analysis for review and approval by the County. The owner/applicant shall be required to comply with any conditions that the approved access-management analysis may require.
2. All access shall be via Hudson Avenue and Merchant Energy Way.
3. The owner/applicant acknowledges that any provision of Pasco County ordinances, not specifically waived shall be in full force and effect, including all applicable conditions of Special Exception Petition No. 5528.
4. The owner/applicant shall enter into a utility service agreement with Pasco County prior to site plan approval.
5. Prior to any development or redevelopment of the site, the owner/applicant shall submit and receive approval of a Preliminary Site Plan, per Land Development Code, Section 403.
6. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

- 7. This special exception shall be limited to power generating facility for essential public services use of power generating facilities (stack, heat recovery steam generator, gas turbine, inlet air filter, generator, take-off tower/circuit breaker/line disconnect switch, step-up transformer, fuel gas condition and pressure regulation station, gas metering yard, auxiliary broiler area, circulating water pumps, cooling tower (fan height 50 feet), steam turbine, electric power distribution center (PDC) 1,500 sq.ft. +/-, surface condenser, new lines, rebuilds and maintenance needs), and associated and ancillary equipment for generation to occur.

- 8. This approval is subject to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals. In addition, staff may initiate an enforcement for violations of the conditions of approval by any of the methods available in the LDC, Section 108, or through revocation of the Special Exception pursuant to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals, or both.

- 9. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Planning and Development Department after the final action.

DONE AND ORDERED effective as of this 10th day of January, 2018.



PLANNING COMMISSION OF
PASCO COUNTY, FLORIDA

Shannon Egbert

 PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

[Signature]

 CHAIRMAN
 09/06/2018



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

PERMITTEE

Shady Hills Energy Center, LLC
901 Main Avenue
Norwalk, CT 06851

Authorized Representative:
Roy S. Belden, Vice President

Air Permit No. 1010524-004-AC Expires: December 31, 2027 PSD-FL-444B Shady Hills Combined Cycle Facility Facility ID No. 1010524 Project Extension and Previous Permit Supersession

PROJECT

This is the final air construction permit, which supersedes Permit No. 1010524-003-AC/PSD-FL-444A and reauthorizes the construction of Shady Hills Combined Cycle Facility (SHCCF) and extends the expiration date compared to Permit No. 1010524-003-AC/PSD-FL-444A. The proposed work will be conducted on a 14-acre parcel of land adjacent to the existing Shady Hills Generating Station (SHGS), which is a power plant categorized under Standard Industrial Classification No. 4911 and owned by the Shady Hills Power Company, LLC. The existing SHGS is in Pasco County at 14350 Merchant Energy Way in Spring Hill, Florida. The UTM coordinates are Zone 17, 347.0 kilometers (km) East, and 3,139.0 km North.

This final permit is organized into the following sections: Section 1 (General Information); Section 2 (Administrative Requirements); Section 3 (Emissions Unit Specific Conditions); and Section 4 (Appendices). Because of the technical nature of the project, the permit contains numerous acronyms and abbreviations, which are defined in Appendix A of Section 4 of this permit.

STATEMENT OF BASIS

This air pollution construction permit is issued under the provisions of: Chapter 403 of the Florida Statutes (F.S.) and Chapters 62-4, 62-204, 62-210, 62-212, 62-296, and 62-297 of the Florida Administrative Code (F.A.C.). The permittee is authorized to conduct the proposed work in accordance with the conditions of this permit. This project is subject to the general preconstruction review requirements in Rule 62-212.300, F.A.C. and the preconstruction review requirements for major stationary sources in Rule 62-212.400, F.A.C. for the Prevention of Significant Deterioration (PSD) of Air Quality.

Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68 of the Florida Statutes by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice must be filed within 30 days after this order is filed with the clerk of the Department.

Executed in Tallahassee, Florida

David Lyle Read, P.E., Environmental Administrator
Permit Review Section
Division of Air Resource Management

PERMIT

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this Final Air Construction Permit package was sent by electronic mail, or a link to these documents made available electronically on a publicly accessible server, with received receipt requested before the close of business on the date indicated below to the following persons.

Mr. Roy S. Belden, Vice President, Shady Hills Energy Center, LLC: roy.belden@ge.com

Mr. Salahuddin K. Mohammad, P.E., Golder Associates Inc.: smohammad@golder.com

DEP Southwest District Office, Air: SWD_Air@dep.state.fl.us

DEP Southwest District Office, Air Permitting: SWD_Air_Permitting@dep.state.fl.us

DEP Siting Office: SCO@dep.state.fl.us

EPA Region 4 NSR/PSD: NSRsubmittals@epa.gov

Ms. Amy Hilliard, DEP PRS: Amy.Hilliard@FloridaDEP.gov

Clerk Stamp

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to Section 120.52(7), Florida Statutes, with the designated agency clerk, receipt of which is hereby acknowledged.

SECTION 1. GENERAL INFORMATION

FACILITY DESCRIPTION

The Shady Hills Generating Station (SHGS) (Facility ID No. 1010373) is owned and operated by Shady Hills Power Company, L.L.C. The SHGS consists of three, dual-fuel, nominal 170-megawatt (MW) General Electric (GE) 7FA simple cycle combustion turbine (SCCT)-electric generators operating in simple-cycle peaking and intermittent-duty mode, one 10 million British thermal units per hour (MMBtu/hour) natural gas-fired process heater, one 1,341 horsepower (hp) diesel-fired emergency generator, one 222 hp diesel-fired fire pump engine, and one 2.8-million-gallon fuel oil storage tank.

The existing SHGS consists of the following emissions units (EUs).

Facility ID No. 1010373	
EU No.	Emission Unit Description
001	SCCT Unit 1
002	SCCT Unit 2
003	SCCT Unit 3
010	Natural Gas Fuel Heater (10 MMBtu/hour)
011	Emergency Diesel Generator (1,341 HP)
012	Emergency Diesel Fire Pump (222 HP)

PROPOSED PROJECT

The proposed SHCCF will be a new power plant with a gross generating capacity of 573 MW (winter) at an ambient temperature of 59 degrees Fahrenheit (°F) and use of evaporative cooling. SHCCF will primarily consist of one 573-MW 1-on-1 combined cycle combustion turbine (CCCT)-electric generator system, consisting of a natural gas-fired GE 7HA.02 CT-electric generator with a natural gas-fired heat recovery steam generator (HRSG) that will also use waste heat from the CT to produce steam to drive an attached steam turbine-electric generator (STEG). SHCCF will be supported by a natural gas-fired auxiliary boiler, an emergency diesel engine-driven generator, an emergency diesel engine-driven fire pump, a mechanical draft cooling tower, 2 circuit breakers, and an electric natural gas heater. SHCCF was previously permitted in Permit Nos. 1010524-001-AC/PSD-FL-444 and 1010524-003-AC/PSD-FL-444A. This project extends the construction deadline from December 31, 2025, to December 31, 2027, and revalidates previously made Best Available Control Technology (BACT) determinations.

This project will add the following emissions units.

Facility ID No. 1010524	
EU No.	Emission Unit Description
001	GE 7HA.02 Combustion Turbine and HRSG with Duct Firing
002	Auxiliary Boiler
003	One Nominal 1,500 kW Emergency Diesel Generator
004	One Nominal 347-hp Emergency Fire Pump Engine
005	Mechanical Draft Cooling Tower
006	Two Circuit Breakers

FACILITY REGULATORY CLASSIFICATION

- The facility is not a major source of hazardous air pollutants (HAP).
- The facility operates units subject to the acid rain provisions of the Clean Air Act (CAA).
- The facility is a Title V major source of air pollution in accordance with Chapter 62-213, F.A.C.

SECTION 1. GENERAL INFORMATION

- The facility is a major stationary source in accordance with Rule 62-212.400, F.A.C. for the PSD of Air Quality.

SECTION 2. ADMINISTRATIVE REQUIREMENTS

1. Previous Permit(s): The following conditions of this permit supersede those of Air Construction Permit No. 1010524-003-AC/PSD-FL-444A. [Rule 62-4.070, F.A.C]
2. Permitting Authority: The Permitting Authority for this project is the Permit Review Section in the Division of Air Resource Management of the Department of Environmental Protection (Department). The mailing address for the Permit Review Section is 2600 Blair Stone Road, MS #5505, Tallahassee, Florida 32399-2400.
3. Compliance Authority: All documents related to compliance activities such as reports, tests, and notifications shall be submitted to the Department Southwest District Office at: 13051 N. Telecom Parkway, Suite 101, Temple Terrace, Florida 33637-0926.
4. Appendices: The following Appendices are attached as a part of this permit:
 - a. Appendix A (Citation Formats and Glossary of Common Terms);
 - b. Appendix B (General Conditions);
 - c. Appendix C (Common Conditions);
 - d. Appendix D (Common Testing Requirements);
 - e. Appendix E (Final BACT Determinations);
 - f. Appendix F (40 CFR 60, Subpart A, General Provisions);
 - g. Appendix G (40 CFR 60, Subpart Dc, Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units);
 - h. Appendix H (40 CFR 60, Subpart IIII, Standards of Performance for Stationary Compression Ignition Internal Combustion Engines);
 - i. Appendix I (40 CFR 60, Subpart KKKK, Standards of Performance for Stationary Combustion Turbines); and,
 - j. Appendix J (40 CFR 60, Subpart TTTT, Standards of Performance for Greenhouse Gas Emissions for Electric Generating Units).
5. Applicable Regulations, Forms and Application Procedures: Unless otherwise specified in this permit, the construction and operation of the subject emissions units shall be in accordance with the capacities and specifications stated in the application. The facility is subject to all applicable provisions of: Chapter 403, F.S.; and Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-296 and 62-297, F.A.C. Issuance of this permit does not relieve the permittee from compliance with any applicable federal, state, or local permitting or regulations.
6. New or Additional Conditions: For good cause shown and after notice and an administrative hearing, if requested, the Department may require the permittee to conform to new or additional conditions. The Department shall allow the permittee a reasonable time to conform to the new or additional conditions, and on application of the permittee, the Department may grant additional time. [Rule 62-4.080, F.A.C.]
7. Modifications: No emissions unit shall be constructed or modified without obtaining an air construction permit from the Department. Such permit shall be obtained prior to beginning construction or modification. [Rules 62-210.300(1) and 62-212.300(1)(a), F.A.C.]
8. Construction and Expiration. The expiration date shown on the first page of this permit provides time to complete the physical construction activities authorized by this permit, complete any necessary compliance testing, and obtain an operation permit. Notwithstanding this expiration date, all specific emissions limitations and operating requirements established by this permit shall remain in effect until the facility or emissions unit is permanently shut down. For good cause, the permittee may request that a permit be

SECTION 2. ADMINISTRATIVE REQUIREMENTS

extended. Pursuant to Rule 62-4.080(3), F.A.C., such a request shall be submitted to the Permitting Authority in writing before the permit expires. [Rules 62-4.070(3) & (4), 62-4.080 & 62-210.300(1), F.A.C.]

9. Source Obligation:

- a. Authorization to construct shall expire if construction is not commenced within 18 months after receipt of the permit, if construction is discontinued for a period of 18 months or more, or if construction is not completed within a reasonable time. This provision does not apply to the time period between construction of the approved phases of a phased construction project except that each phase must commence construction within 18 months of the commencement date established by the Department in the permit.
- b. At such time that a particular source or modification becomes a major stationary source or major modification (as these terms were defined at the time the source obtained the enforceable limitation) solely by virtue of a relaxation in any enforceable limitation which was established after August 7, 1980, on the capacity of the source or modification otherwise to emit a pollutant, such as a restriction on hours of operation, then the requirements of subsections 62-212.400(4) through (12), F.A.C., shall apply to the source or modification as though construction had not yet commenced on the source or modification.
- c. At such time that a particular source or modification becomes a major stationary source or major modification (as these terms were defined at the time the source obtained the enforceable limitation) solely by exceeding its projected actual emissions, then the requirements of subsections 62-212.400(4) through (12), F.A.C., shall apply to the source or modification as though construction had not yet commenced on the source or modification.

[Rule 62-212.400(12), F.A.C.]

10. Title V Air Operation Permit: This permit authorizes specific modifications and/or new construction on the affected emissions units as well as initial operation to determine compliance with conditions of this permit. A Title V air operation permit is required for regular operation of the permitted emissions unit. The permittee shall apply for a Title V air operation permit revision at least 90 days prior to expiration of this permit, but no later than 180 days after completing the required work and commencing operation. To apply for a Title V air operation permit, the applicant shall submit the appropriate application form, compliance test results, and such additional information as the Department may by law require. The application shall be submitted to the appropriate Permitting Authority with copies to each Compliance Authority. [Rules 62-4.030, 62-4.050 and Chapter 62-213, F.A.C.]

11. Methane Measurement:

- a. The permittee shall monitor and record the following: (1) gas flow at the inlet to the SHCCF gas yard, (2) gas consumed by the SHCCF combustion turbine (EU No. 001), (3) gas consumed by the duct burner, and (4) gas consumed by the SHCCF auxiliary boiler (EU No. 002). At the end of each calendar month, the permittee shall calculate the amount of methane difference for the month. The amount of methane difference shall be calculated as the difference between the gas flow into the SHCCF (Item 1) and the gas consumed by the emissions units of the SHCCF (Items 2, 3, and 4). Estimates of any natural gas required to be evacuated for safety reasons, based on engineering calculations, may be deducted from the monthly methane difference. The following methodology will be used:

Monthly methane difference (scf/month) =

Monthly average methane content of the natural gas (NG) (%) x

[Total monthly NG flow at gas yard inlet (scf/month) *minus*

Total monthly NG flow into EU 001 (scf/month) *minus*

Total monthly NG flow into EU002 (scf/month) *minus*

SECTION 2. ADMINISTRATIVE REQUIREMENTS

Total monthly NG flow into duct burner (scf/month) *minus*

Total monthly NG evacuation for safety reasons (scf/month)]

{Permitting Note: The methane percentage may be determined based on an annual test of the pipeline natural gas in accordance with the Acid Rain Appendix D requirements.}

- b. Each calendar month, the permittee shall record the following for the previous month: monthly average methane content of the natural gas (%), the total gas flow into the SHCCF, gas consumed by the SHCCF combustion turbine (EU No. 001), gas consumed by the SHCCF auxiliary boiler (EU No. 002), gas consumed by the SHCCF duct burner, estimated gas evacuated for safety reasons based on engineering calculations, the calculated monthly methane difference, and the monthly methane difference as a percentage of gas flow into the SHCCF.
- c. Calculations and supporting natural gas flow rates data shall be recorded in written or electronic form. The permittee shall make these records available upon request within three business days.
- d. As part of the facility's Annual Operating Report, the permittee shall report the total amount of calculated monthly methane difference for the calendar year, and the calculated monthly methane difference as a percentage of gas flow into the SHCCF for each month in the calendar year.

*{Permitting Note: **Section 2, Specific Condition 11** is a BACT work practice standard and is not a numerical emission limit. This condition only requires recording natural gas flow rates using standard practices and/or standard plant equipment and calculating a methane difference from the SHCCF. The natural gas flow meter used for the incoming gas at the SHCCF metering station is expected to be a calibrated ultrasonic meter that will likely have a manufacturer's accuracy rating of approximately plus or minus 0.1%. The gas flow meters used for the CTG, duct burner, and auxiliary boiler may have slightly greater tolerances in accuracy (approximately plus or minus 0.35 percent). Changes in monthly and annual methane calculations and percentages of gas flow rates may be attributable to the accuracy of the gas flow measurement devices or the estimated quantities of gas evacuated for safety purposes, which is not directly measured.}*

[Rules 62-4.130 & 62-212.400(BACT), F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

A. GE 7HA.02 (EU-001)

This section of the permit addresses the following emissions unit.

EU No.	Emission Unit Description
001	GE 7HA.02 Combustion Turbine and HRSG with Duct Firing

EU No. 001 consists of one nominal 385 MW GE 7HA.02 combustion turbine generator (CTG), one heat recovery steam generator (HRSG) with duct firing [approximately 210 million British thermal units per hour (MMBtu/hr)], and one nominal 210 MW steam turbine generator (STG). Evaporative cooling is employed at ambient temperatures of 59 degrees Fahrenheit (°F) or higher.

The HRSG will have a stack height of approximately 149 feet (ft) and an inner stack diameter of approximately 23.0 ft. The stack will be equipped with a continuous emissions monitoring systems (CEMS) to measure and record NO_x emissions as well as flue gas oxygen or carbon dioxide content. The efficient combustion of natural gas will minimize emissions of carbon monoxide (CO), particulate matter (PM/PM₁₀/PM_{2.5}), sulfuric acid mist (SAM), and sulfur dioxide (SO₂). DLN combustion technology and a selective catalytic reduction (SCR) system will be used to control emissions of NO_x.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the emission unit above is subject to Best Available Control Technology (BACT) determinations for the following pollutants: greenhouse gases (GHG), CO, NO_x, PM/PM₁₀/PM_{2.5}, SAM, and SO₂. The final BACT determinations are presented in Appendix E of this permit. This emissions unit is regulated under the federal Acid Rain Program; and, NSPS Subpart A (General Provisions) and Subpart KKKK (Standards of Performance for Stationary Combustion Turbines) of 40 CFR 60, adopted and incorporated by reference in Rules 62-204.800(8)(c) and 62-204.800(b)84., F.A.C., respectively}.

EQUIPMENT

1. **CTG & HRSG:** The permittee is authorized to install, tune, operate, and maintain one GE 7HA.02 CTG with a nominal generating capacity of 385 MW with inlet air cooling (i.e. evaporative cooling) and one steam turbine generator with a nominal generating capacity of 210 MW. The CTG will be designed for operation in combined-cycle mode with one HRSG and one steam turbine generator. The HRSG will have duct firing with heat input of approximately 210 MMBtu/hr. The CTG may also operate in simple cycle mode without the steam turbine generator. The HRSG exhaust stack shall be approximately 149 ft tall and 23.0 ft in diameter. [Rule 62-4.070(3), F.A.C.; and Application No. 1010524-004-AC]

CONTROL TECHNOLOGY

2. **Combustion Technology:** The permittee shall install, operate and maintain the DLN combustion system or its equivalent on the CTG to control NO_x emissions. Prior to the initial emissions performance tests required for the CTG, the DLN combustors or its equivalent and automated gas turbine control system shall be tuned to achieve sufficiently low CO and NO_x values to meet the CO and NO_x limits with the additional SCR control technology described below. Thereafter, the system shall be maintained and tuned in accordance with the manufacturer's recommendations or determined best practices. [Design; Rule 62-212.400(10)(BACT), F.A.C.]
3. **Selective Catalytic Reduction:** The permittee shall install, tune, operate, and maintain an SCR system to control NO_x emissions. The SCR system consists of an ammonia (NH₃) injection grid, catalyst, ammonia storage, monitoring and control system, electrical, piping and other ancillary equipment. The SCR system shall be designed, constructed and operated to achieve the permitted levels for NO_x emissions. The storage of ammonia shall comply with all applicable requirements of the Chemical Accident Prevention Provisions in 40 CFR 68. *{Permitting Note: If the aqueous solution is approximately 19 percent ammonia (less than 20 percent), then the requirements of 40 CFR 68 would not apply.}* [Rule 62-212.400(10)(BACT), F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

A. GE 7HA.02 (EU-001)

PERFORMANCE REQUIREMENTS

4. **Permitted Capacity:** The maximum heat input rate of the gas turbine is 3,622.1 MMBtu/hour based on a compressor inlet air temperature of 59°F, the higher heating value (HHV) of natural gas, and 100% load. Heat input rates will vary depending upon gas turbine characteristics, ambient conditions, alternate methods of operation, and evaporative cooling. The permittee shall provide manufacturer’s performance curves (or equations) that correct for site conditions to the Permitting and Compliance Authorities within 45 days of completing the initial compliance testing. The manufacturer’s performance curves shall be used for determination of different loads for initial and annual compliance testing as established in **Specific Conditions 11** and **12**. Operating data may be adjusted for the appropriate site conditions in accordance with the performance curves and/or equations on file with the Department. [Rule 62-210.200(PTE), F.A.C.]
5. **Authorized Fuels:** The combustion turbine shall only fire natural gas, which shall contain no more than 1.4 grains of sulfur per 100 standard cubic feet (gr. sulfur/100 SCF). [Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.]
6. **Hours of Operation:** The hours of operation are not restricted (8,760 hours per year), however, the duct firing shall be limited to 4,000 hours per year. [Rule 62-210.200(PTE), F.A.C.]
7. **Prohibition on Low-Load Operation:** Other than during periods of startup, shutdown, SCR and DLN (combustion) tuning, non-base-load CO stack tests (for compliance with **Specific Conditions 11.b** or **12.b**), or documented malfunctions (as defined in **Specific Condition 17.h**), the permittee shall not operate the CTG at a load less than the load at which compliance with the non-base-load CO limit was demonstrated in the most recent non-base-load CO test (**Specific Conditions 11.b** or **12.b**), as determined by the performance curves in **Specific Condition 4**. The minimum operating CTG load shall be no less than 25% at 59°F. [Rule 62-212.400(BACT), F.A.C.]

{Permitting Note: Limiting low-load operation prevents increased CO emissions associated with low turbine loads. According to manufacturer estimates, the minimum operating loads established under this condition will likely be in the vicinity of 25% CTG load at 59°F.}

EMISSIONS AND TESTING REQUIREMENTS

8. **Emission Standards:** Emissions from the CTG/HRSO shall not exceed the following standards:

Pollutant	Emission Standard ^a	Basis	Compliance Method ^b	Averaging Time
NO _x	2.0 ppmvd @15% O ₂	Primary BACT (Normal operating conditions)	CEMS	24-hr block avg.
	15 ppmvd @15% O ₂ (for turbine loads ≥ 75%)	NSPS KKKK, Secondary BACT ^c		30-operating-day rolling avg. ^d
	96 ppmvd @15% O ₂ (for turbine loads < 75%)			
CO	4.3 ppmvd @15% O ₂ (for turbine loads ≥ 90%)	BACT	Initial and annual stack tests	Three 1-hr runs
	7.1 ppmvd @15% O ₂ (for turbine loads < 90%)			
	6.5 ppmvd @15% O ₂ (when duct firing)			

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

A. GE 7HA.02 (EU-001)

Pollutant	Emission Standard ^a	Basis	Compliance Method ^b	Averaging Time
PM/PM ₁₀ /PM _{2.5} ^e	1.4 gr. sulfur/100 SCF natural gas	BACT	Fuel Record Keeping	N/A
	10 percent opacity (Visible Emissions)		Annual Stack Test ^f	6-minute block
SO ₂ and SAM	1.4 gr. sulfur/100 SCF natural gas	BACT	Fuel Record Keeping	N/A
GHGs	875 lb/MWh	Primary BACT	CEMS or fuel-use monitoring ^g (40 CFR 75)	12-operating-month rolling avg. ^h
	1,000 lb/MWh	NSPS TTTT, Secondary BACT		

- a. NO_x and CO concentration emission standards are expressed in parts per million by volume, dry, corrected to 15 percent oxygen, abbreviated as ppmvd @15% O₂.
- b. CEMS means continuous emissions monitoring system.
- c. Secondary BACT emission limits are alternative emission limits for specified modes of operation, pursuant to **Specific Conditions 17 and 18**. Demonstrating compliance with the NO_x limit in Table 1 of NSPS Subpart KKKK limit shall be sufficient for demonstrating compliance with the Secondary NO_x BACT limit.
- d. The composite NSPS KKKK NO_x emission limit for periods during which multiple NO_x emission standards apply shall be determined in accordance with 40 CFR 60.4380(b)(3).
- e. The fuel sulfur specifications combined with the efficient combustion design and operation of the combustion turbines represent BACT for PM/PM₁₀/PM_{2.5} and SO₂ emissions. Compliance with the fuel specifications, CO standards, and visible emissions (opacity) limit shall serve as indicators of good combustion.
- f. Compliance with the 10% opacity standard shall be demonstrated by conducting 30-minute tests in accordance with EPA Method 9 - Visual Determination of Opacity, at baseload conditions. Visible emissions during startups, shutdowns, SCR tuning, DLN tuning, and malfunctions shall not exceed 10% opacity, except for up to six 6-minute average periods during a calendar day, which shall not exceed 20% opacity.
- g. GHG monitoring shall be in accordance with 40 CFR 75, which includes options for continuous monitoring of fuel use combined with the use of emissions factors for GHGs, or the use of a continuous emissions monitor for CO₂. Calculations of CO₂e emissions shall use the 100-year global warming potential values listed in Table A-1 to Subpart A of 40 CFR 98 (2017) (i.e. 1 for CO₂, 25 for CH₄ and 298 for N₂O). The GHG BACT limit applies to the 1-on-1 combined cycle unit as an aggregate limit. The Primary GHG BACT limit applies during all operation, except the conditions enumerated in **Specific Condition 17**. However, the Secondary GHG BACT limit applies for all operation, including the conditions enumerated in **Specific Condition 17**. Compliance with the Secondary GHG BACT limit is demonstrated through compliance with NSPS Subpart TTTT.
- h. The NSPS Subpart TTTT GHG standard applies during all periods of operation.

[Rules 62-4.070(3), 62-204.800(8)(b), 62-210.200, & 62-212.400, Chapter 62-297, F.A.C.; 40 CFR 60, Subpart KKKK; 40 CFR 60 Subpart TTTT; and Application No. 1010524-004-AC]

9. Unconfined Particulate Emissions: During the construction period, unconfined PM emissions shall be minimized by dust suppressing techniques such as covering, confining, or applying water or chemicals to the affected areas, as necessary. [Rule 62-296.320(4)(c), F.A.C.]

TESTING REQUIREMENTS

10. Testing Requirements: Initial and annual tests shall be conducted at 90% or greater of the design heat input ratings provided in the emissions unit description above and corrected as described therein. If it is impracticable to test within the described range, the combustion turbine may be tested at less than the described range. If an emissions unit is tested at less than the testing capacity, another emissions test shall be conducted and completed no later than 60 days after the emissions unit operation exceeds 110% of the capacity at which its most recent emissions test was conducted. The permittee shall notify the Compliance Authority in writing at least 15 days prior to any required tests. Tests shall be conducted in accordance with the applicable requirements specified in Appendix D (Common Testing Requirements) of this permit. This testing is separate from and in addition to non-base-load testing for CO described below. [Rules 62-297.310(3) & (9), F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

A. GE 7HA.02 (EU-001)

11. Initial Compliance Demonstrations:

- a. *CO and Visible Emissions, Base-Load:* Initial compliance stack tests shall be conducted within 60 days after achieving the maximum production rate, but not later than 180 days after the initial startup on that fuel. In accordance with the test methods specified in this permit, the CTG shall be tested to demonstrate initial compliance with the emission rate standards for CO (with and without duct firing) and with the visible emissions standard (with duct firing).
- b. *Carbon Monoxide, Non-Base-Load:* Initial stack tests for non-base-load CO shall be conducted within 60 days after achieving the maximum production rate, but not later than 180 days after the initial startup. The tests for non-base-load CO shall be conducted at a CTG load below 90%. The minimum load at which compliance with the applicable CO limit in **Specific Condition 8** is demonstrated in this test shall determine the minimum operating load for that CTG, pursuant to **Specific Condition 7**. If measured CO emissions in the non-base-load stack test are greater than the CO limit, this shall not constitute a failed stack test; rather, the permittee shall conduct non-base-load testing until the load at which compliance is demonstrated can be determined. *{Permitting Note: The non-base-load CO test will not be used to define the facility's "testing capacity" for the purposes of Rule 62-297.310(3), F.A.C., or **Specific Condition 10**.}*
- c. *GHGs:* Within 60 days after achieving the maximum production rate for the entire combined-cycle unit, the unit shall demonstrate achievement of a target rate of 820 lb CO₂ per MWh firing natural gas at base-load, corrected to ambient conditions of 85°F and 55% relative humidity. This initial performance demonstration shall consist of a continuous operating period of no less than two hours. The permittee may use CO₂ monitoring system data for this demonstration. *{Permitting Note: After performance of this initial demonstration, this condition and target rate shall no longer apply and will not be included in the Title V operating permit for this facility.}*

[Rules 62-4.070, 62-212.400(BACT) and 62-297.310(8)(b), F.A.C. and 40 CFR 60.8]

12. Annual Compliance Testing:

- a. *Visible Emissions and Base-Load CO:* Annual compliance tests for base-load CO (at $\geq 90\%$ CTG load, with and without duct firing) and visible emissions (at $\geq 90\%$ CTG load with duct firing) shall be conducted. Annual testing while duct firing is not required if duct firing was not used for more than 400 hours during the prior calendar year.
- b. *Non-Base-Load CO:* Tests for non-base-load (i.e. below 90% CTG load, without duct firing) CO operation shall be conducted annually. The minimum load at which compliance with the applicable CO limit in **Specific Condition 8** is demonstrated in the non-base-load CO test shall determine the minimum operating load for the CTG, pursuant to **Specific Condition 7**. If measured CO emissions in the non-base-load stack test are greater than the CO limit, this shall not constitute a failed stack test; rather, the permittee shall conduct non-base-load testing until the load at which compliance is demonstrated can be determined. *{Permitting Note: The non-base-load CO test will not be used to define the facility's "testing capacity" for the purposes of Rule 62-297.310(3), F.A.C., or **Specific Condition 10**.}*
{Permitting Note: Consistent with Rule 62-297.310(8)(b)2, F.A.C., for the purposes of an air operation permit renewal, the owner or operator may utilize the most recent emissions test, provided such test occurred within the term of the current operation permit.}

[Rules 62-4.070, 62-212.400(BACT), and 62-297.310(8)(a)4, F.A.C.]

13. Continuous Compliance: Continuous compliance with the permit standard for emissions of NO_x shall be demonstrated with data collected from the required CEMS. [Rules 62-4.070, and 62-212.400(BACT), F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

A. GE 7HA.02 (EU-001)

14. Test Methods: Required tests shall be performed in accordance with the following reference methods.

Method	Description of Method and Comments
1-4	Traverse Points, Velocity and Flow Rate, Gas Analysis, and Moisture Content
3A	Determination of Oxygen and Carbon Dioxide Concentrations in Emissions from Stationary Sources
7E	Determination of Nitrogen Oxide Emissions from Stationary Sources
9	Visual Determination of the Opacity of Emissions from Stationary Sources
10	Determination of Carbon Monoxide Emissions from Stationary Sources
20	Determination of NO _x , Sulfur Dioxide, and Diluent Emissions from Stationary Gas Turbines

The above methods are described in Appendix A of 40 CFR 60 and are adopted by reference in Rule 62-204.800, F.A.C. No other methods may be used unless prior written approval is received from the Department. [Rule 62-204.800, F.A.C.; and Appendix A of 40 CFR 60]

PRIMARY AND SECONDARY BACT APPLICABILITY

*{Permitting Note: The following conditions apply only to the State Implementation Plan (SIP)-based emissions standards in **Specific Condition 8** of this subsection. Rule 62-210.700, F.A.C. (Excess Emissions) cannot vary or supersede any federal provision of the NSPS or Acid Rain programs.}*

15. Definitions:

- a. *Startup* is defined as the commencement of operation of any emissions unit which has shut down or ceased operation for a period of time sufficient to cause temperature, pressure, chemical or pollution control device imbalances.
- b. *Shutdown* is the cessation of the operation of an emissions unit for any purpose.
- c. *Malfunction* is defined as any unavoidable mechanical and/or electrical failure of air pollution control equipment or process equipment or of a process resulting in operation in an abnormal or unusual manner.
- d. *Normal operating conditions* is defined as at all times, except during the operating conditions defined in **Specific Condition 17**.
- e. *Within one working day* is defined as at least the next workday by close of business after discovery.

[Rules 62-4.070(3), 62-210.200(157), (235), & (248), F.A.C.]

16. Excess Emissions Prohibited: Excess emissions caused entirely or in part by poor maintenance, poor operation or any other equipment or process failure that may reasonably be prevented during startup, shutdown or malfunction shall be prohibited. All such preventable emissions shall be included in any compliance determinations based on CEMS data. [Rules 62-4.070(3) & 62-210.700(1), F.A.C.]

17. Demonstration of Compliance with Primary NO_x and GHG BACT: The Primary NO_x and GHG BACT limits apply at all times, except during the following operating conditions:

- a. *Steam Turbine Cold Startup*: During a cold startup of the steam turbine, the Primary NO_x and GHG BACT emission limits do not apply to the CTG/HRSG system, for no more than 6 hours during any 24-hour period. A cold startup of the steam turbine is defined as startup of the 1-on-1 combined cycle system following a shutdown of the steam turbine lasting at least 72 hours.

{Permitting Note: During a cold startup of the steam turbine, the CTG/HRSG system is sequentially brought on line at low load to gradually increase the temperature of the steam turbine and prevent thermal metal fatigue or equipment materials differential expansion damage. Note that shutdowns and

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documented malfunctions are separately regulated in accordance with the requirements of this condition.}

- b. *CT/HRSG System Cold Startup:* During a cold startup of the CTG/HRSG system, the Primary NO_x and GHG BACT emission limits do not apply, for no more than 4 hours during any 24-hour period. A cold startup of the CTG/HRSG system is defined as a startup of the 1-on-1 combined cycle system following a shutdown of the CTG/HRSG System lasting at least 72 hours.
- c. *CT/HRSG System Warm Startup:* During a warm startup of the CTG/HRSG system, the Primary NO_x and GHG BACT emission limits do not apply, for no more than 3 hours during any 24-hour period. A warm startup of the CTG/HRSG system is defined as startup of the 1-on-1 combined cycle unit following shutdown for a period exceeding 8 hours but less than 72 hours.
- d. *CT/HRSG System Hot Startup:* During a hot startup of the CTG/HRSG system, the Primary NO_x and GHG BACT emission limits do not apply, for no more than 2 hours during any 24-hour period. A hot startup of the CTG/HRSG system is defined as startup of the 1-on-1 combined cycle unit following shutdown for a period less than or equal to 8 hours.
- e. *Shutdown of Combined-Cycle Operation:* During the shutdown of combined cycle operation, the Primary NO_x and GHG BACT emission limits do not apply to any CTG/HRSG system, for no more than 3 hours during any 24-hour period.
- f. *CT/HRSG System Shutdown:* During the shutdown of the CTG/HRSG system, the Primary NO_x and GHG BACT emissions limits do not apply to that CTG/HRSG system, for no more than 2 hours during any 24-hour period.
- g. *SCR and DLN Tuning:* The Primary NO_x and GHG BACT emission limits do not apply during either an SCR or a DLN tuning session and manufacturer required Full-Speed No-Load Tests (FSNL) trip tests, provided the tuning session is performed in accordance with the manufacturer's specifications or determined best practices. Prior to performing any tuning session, the permittee shall provide the Compliance Authority with an advance notice that details the activity and proposed tuning schedule. The notice may be by telephone, facsimile transmittal, or electronic mail.
- h. *Documented Malfunction:* The Primary NO_x and GHG BACT emission limits do not apply during a documented malfunction, for no more than 2 hours in any 24-hour period. To qualify as a "documented malfunction," the malfunction must be documented within one working day of detection by contacting the Compliance Authority by telephone, facsimile transmittal, or electronic mail. The permittee shall report to the Department the nature, extent, and duration of the malfunction, and the actions taken to correct the problem.
- i. *Separate Events:* Emissions during the startup, shutdown, SCR tuning, DLN tuning and documented malfunction events listed above are not subject to the Primary BACT standards for NO_x or GHGs. These are considered separate events, and each event may occur independently within any 24-hour period ("any 24-hour period" means a calendar day, midnight to midnight). Data from the NO_x and CO₂ CEMS (or fuel use monitor) collected during the events described above will not be used to demonstrate compliance with the Primary BACT emission limits for NO_x and GHGs.
- j. *CEMS Data:* Data from the NO_x and CO₂ CEMS (or fuel use monitor if a CO₂ CEMS is not used) collected during the operating conditions described above, during which the Primary NO_x and GHG BACT limits do not apply, will be used to demonstrate compliance with the Secondary NO_x and GHG BACT emission limits at all times, as described in **Specific Conditions 8 and 18**. All valid emissions data (including data collected during startups, shutdowns, malfunction, SCR tuning and DLN tuning) shall be used to report emissions for the Annual Operating Report.

[Rules 62-212.400(BACT), 62-210.370, & 62-210.700, F.A.C.]

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18. **Secondary NO_x and GHG BACT Emission Limits:** During the operating conditions listed in **Specific Condition 17**, the permittee shall comply with the Secondary NO_x and GHG BACT limits specified in **Specific Condition 8**. Demonstrating compliance with the NO_x limit in NSPS Subpart KKKK at all times shall be sufficient for demonstrating compliance with the Secondary NO_x BACT limit. Demonstrating compliance with the GHG limit in NSPS Subpart TTTT at all times shall be sufficient for demonstrating compliance with the Secondary GHG BACT limit. [Rule 62-212.400(BACT), F.A.C.; and 40 CFR 60, Subparts KKKK and TTTT]
- {Permitting Note: Compliance with the Secondary NO_x and GHG BACT Emission Limits ensures continuous compliance with an applicable SIP emission limit.}*
19. **GHG BACT Applicability:** Other than during the operating conditions listed in **Specific Condition 17**, all emissions and generation from the CTG and duct burner are included when demonstrating compliance with the Primary GHG BACT limit, regardless of whether the CTG is operated in combined-cycle or simple-cycle mode. [Rule 62-212.400(BACT), F.A.C.]
20. **BACT Work Practice Standards for Startup and Shutdown:**
- a. *Manufacturer-Recommended Startup and Shutdown Procedures:* The permittee shall follow the manufacturer's recommended operating procedures for startup and shutdown. All personnel responsible for startup or shutdown of equipment shall be familiar with these procedures. For each operator responsible for startup or shutdown of these turbines, the permittee shall document that the operator has been trained in the manufacturer's recommended procedures for startup and shutdown. The permittee shall make this documentation available to the Department upon request.
- b. *Startup & Shutdown Opacity:* During startup and shutdown, the opacity of the exhaust gases shall not exceed 10%, except for up to six 6-minute averaging periods in a calendar day during which the opacity shall not exceed 20%.
- [Rule 62-212.400 (BACT), F.A.C.]
- {Permitting Note: These BACT work practice standards provide an emissions limitation on all pollutants during periods of startup and shutdown.}*
21. **Notification Requirements:** The owner or operator shall notify the Compliance Authority within one working day of discovering any emissions that demonstrate non-compliance for a given averaging period. [Rule 62-4.070, F.A.C.]

CONTINUOUS MONITORING REQUIREMENTS

22. **CEMS:** Subject to the following requirements, the permittee shall install, calibrate, operate, and maintain a CEMS to measure and record the emissions of NO_x from the combustion turbines in terms of the applicable standards. The monitoring system shall be installed and functioning within the required performance specifications by the time of the initial compliance demonstration.
- a. *NO_x Monitor:* Each NO_x monitor shall be certified pursuant to the specifications of 40 CFR Part 75. Quality assurance procedures shall conform to the requirements of 40 CFR Part 75. The annual and required RATA tests required for the NO_x monitor shall be performed using EPA Method 20 or 7E in Appendix A of 40 CFR 60.
- b. *Diluent Monitor:* The oxygen (O₂) or carbon dioxide (CO₂) content of the flue gas shall be monitored at the location where NO_x is monitored to correct the measured emissions rates to 15% O₂. If a CO₂ monitor is installed, the O₂ content of the flue gas shall be calculated using F-factors that are appropriate for the fuel fired. Each monitor shall comply with the performance and quality assurance requirements of 40 CFR Part 75.

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[Rules 62-4.070(3) & 62-212.400(BACT), F.A.C.; and 40 CFR 75]

23. **Moisture Correction:** If necessary, the owner or operator shall determine the moisture content of the exhaust gas and develop an algorithm to enable correction of the monitoring results to a dry basis (0% moisture).
[Rules 62-4.070(3) & 62-212.400(BACT), F.A.C.]

24. **CEMS Data Requirements for NO_x BACT Standards:**

*{Permitting Note: The following conditions apply only to the SIP-based NO_x emissions standards in **Specific Condition 8** of this section. These requirements cannot vary or supersede any federal provision of the NSPS, or Acid Rain programs. Additional reporting and monitoring may be required by the individual subparts.}*

- a. **Data Collection:** Except for continuous monitoring system breakdowns, repairs, calibration checks, and zero and span adjustments, emissions shall be monitored and recorded during all operation including startup, shutdown, and malfunction.
- b. **Operating Hours and Operating Days:** An hour is the 60-minute period beginning at the top of each hour. Any hour during which an emissions unit is in operation for more than 15 minutes is an operating hour for that emission unit. A day is the 24-hour period from midnight to midnight. Any day with at least one operating hour for an emissions unit is an operating day for that emission unit.
- c. **Valid Hour:** Each CEMS shall be designed and operated to sample, analyze, and record data evenly spaced over the hour at a minimum of one measurement per minute. All valid measurements collected during an hour shall be used to calculate a 1-hour block average that begins at the top of each hour.

(1) Hours that are **not operating** hours are **not valid** hours.

(2) For each operating hour, the 1-hour block average shall be computed from at least two data points separated by a minimum of 15 minutes (where the unit operates for more than one quadrant of an hour). If less than two such data points are available, there is insufficient data and the 1-hour block average is not valid.

{Permitting Note: Data collected during periods when a quality assurance/quality control or span check operation occurs are not valid and data collected during a monitor malfunction are not valid.}

- d. **24-hour Block Averages:** A 24-hour block shall begin at midnight of each operating day and shall be calculated from 24 consecutive valid hourly average concentration values. If a unit operates less than 24 hours during the block, or there are less than 24 valid hourly averages available, the 24-hour block average shall be the average of all available valid hourly average concentration values for the 24-hour block. *{Permitting Note: For purposes of determining compliance with the 24-hour CEMS standards, the missing data substitution methodology of 40 CFR Part 75, Subpart D, shall not be utilized. Instead, the 24-hour block average shall be determined using the remaining hourly data in the 24-hour block and periods of missing CEMS data are to be reported as monitor downtime in the excess emissions and monitoring performance reports. For example, the "24-hr block average" may consist of only 6 valid operating hours for the day.}*
- e. **Data Collection:** Each CEMS shall monitor and record emissions during all operations including episodes of startup, shutdown, malfunction, SCR tuning and DLN tuning.
- f. **Availability:** The quarterly excess emissions report shall identify monitor availability for each quarter in which the unit operated.

[Rules 62-4.070(3) & 62-212.400(BACT), F.A.C.]

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25. GHG BACT and NSPS Subpart TTTT Monitoring Requirements:

- a. **System Requirements:** The permittee shall install and certify monitoring systems required for quantifying CO₂ emissions from each CTG in accordance with the applicable requirements in 40 CFR Part 75. Consistent with 40 CFR 75.4(b), all applicable certification tests shall be completed within 180 calendar days after the date the unit commenced commercial operation (as defined in 40 CFR 72.2). Following initial certification, the CO₂ continuous measurement systems shall be quality assured in accordance with the applicable requirements in 40 CFR Part 75. The CO₂ continuous measurement system shall be capable of producing hourly determinations of CO₂ mass emissions in tons per hour.
- b. The permittee shall submit an initial monitoring plan that identifies the methodology by which CO₂ mass emissions will be continuously monitored. The permittee shall submit this monitoring plan no later than 21 days prior to the initial certification tests required in **Specific Condition 25.a**.
- c. The permittee shall provide notifications as specified in 40 CFR 75.61 for any event related to the continuous measurement of CO₂.
- d. The permittee shall measure and record the following data on an hourly basis:
 - (1) Gross energy output (MW)
 - (2) CO₂ mass emissions (tons or pounds)
 - (3) Fuel heat input (MMBtu)

[Rule 62-212.400(BACT), F.A.C, 40 CFR 60.5535; and Application No. 1010524-004-AC]

CEMS AND CO₂ MONITOR REQUIREMENTS FOR ANNUAL EMISSIONS

26. NO_x CEMS and CO₂ Monitor Annual Emissions Requirement: The permittee shall use data from the NO_x CEMS and CO₂ monitoring system when calculating annual emissions for purposes of computing actual emissions, baseline actual emissions, and net emissions increase, as defined at Rule 62-210.200, F.A.C., and for purposes of computing emissions pursuant to the reporting requirements of Rule 62-210.370(3), F.A.C. In computing the emissions of a pollutant, the permittee shall include emissions during periods of startup and shutdown of the emissions unit. [Rules 62-210.200 & 62-210.370(3), F.A.C.]

REPORTING AND RECORDKEEPING REQUIREMENTS

27. Monitoring of Operations: The permittee shall monitor and record the operating rate of the CTG on a daily basis, considering the number of hours of operation during each day (including the times of startup, shutdown, malfunction, SCR tuning and DLN tuning or its equivalent). Such monitoring shall be made by monitoring daily rates of fuel consumption and heat content of the fuel in accordance with the provisions of 40 CFR 75 Appendix D. [Rules 62-4.070(3) & 62-212.400(BACT), F.A.C.]
28. Monthly Operations Summary: By the 15th calendar day of each month, the permittee shall record the following in a written or electronic log for the combustion turbines for the previous month of operation: fuel consumption, hours of operation, and the updated calendar year totals. Information recorded and stored as an electronic file shall be available for inspection and printing within at least three days of a request by the Department. The fuel consumption shall be monitored in accordance with the provisions of 40 CFR 75 Appendix D. [Rules 62-4.070(3), 62-210.200 (PTE), & 62-212.400(BACT), F.A.C.]
29. Fuel Sulfur Records: Compliance with the fuel sulfur limit for natural gas shall be demonstrated by keeping reports obtained from the vendor indicating the average sulfur content of the natural gas being supplied from the pipeline for each month of operation. Methods for determining the sulfur content of the natural gas shall be ASTM methods D4084-82, D4468-85, D5504-94, D5504-01, D6228-98 and D6667-01, D3246-81 or more recent versions. The above methods shall be used to determine the fuel sulfur content in conjunction with the provisions of 40 CFR 75 Appendix D. [Rules 62-4.070(3), 62-4.160(15), & 62-212.400(BACT), F.A.C.]

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30. Emissions Performance Test Reports: A report indicating the results of any required emissions performance test shall be submitted to the Compliance Authority no later than 45 days after completion of the last test run. The test report shall provide sufficient detail on the tested emission unit and the procedures used to allow the Department to determine if the test was properly conducted and if the test results were properly computed. At a minimum, the test report shall provide the applicable information listed in Rule 62-297.310(10)(c), F.A.C. and in Appendix D of this permit. Additionally, each report for tests of non-base-load CO shall clearly state the new fuel-specific minimum operating load that is being established as a result of the test. [Rule 62-297.310(8), F.A.C.].
31. Excess Emissions Reporting:
- Malfunction Notification*: If emissions in excess of a standard (subject to the specified averaging period) occur due to malfunction, the permittee shall notify the Compliance Authority within one working day of the following: the nature, extent, and duration of the excess emissions; the cause of the excess emissions; and the actions taken to correct the problem. In addition, the Department may request a written summary report of the incident.
 - SIP Quarterly Report*: Within 30 days following the end of each calendar-quarter, the permittee shall submit a report to the Compliance Authority summarizing periods of NO_x and GHG emissions in excess of the BACT permit standards following the NSPS format in 40 CFR 60.7(c), Subpart A. The 12-month rolling average values of GHG emissions subject to the Primary GHG BACT standard, for the three months concluding in the reporting period, shall be included in the report. In addition, the report shall summarize the CO₂ and NO_x CEMS system monitor availability for the previous quarter.

[Rules 62-4.130, 62-204.800, 62-210.700(6), & 62-212.400(BACT), F.A.C.; and 40 CFR 60.7 & 60.4375]

OTHER REQUIREMENTS

32. NSPS Requirements: This unit shall comply with the applicable NSPS in 40 CFR 60, including: Subpart A (General Provisions), Subpart KKKK (Standards of Performance for Stationary Combustion Turbines), and Subpart TTTT (Standards of Performance for Greenhouse Gas Emissions for Electric Generating Units). See Appendices A, I, and J of this permit. The BACT emissions standards for NO_x and the fuel sulfur specifications are as stringent as, or more stringent than, the NO_x and sulfur dioxide (SO₂) limits imposed by the applicable NSPS Subpart KKKK provisions. The GHG BACT emissions standards are as stringent as, or more stringent than, the limits imposed by the applicable NSPS Subpart TTTT provisions. Some separate reporting and monitoring may be required by the individual subparts. [Rule 62-204.800(8)(b), F.A.C.; and 40 CFR 60, Subparts A, KKKK, & TTTT]

{Permitting Note: This unit is not subject to the NESHP in 40 CFR 63, Subpart YYYY, for stationary combustion turbines. Subpart YYYY applies only to turbines at major sources of hazardous air pollutants (HAP).}

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

B. Auxiliary Boiler (EU No. 002)

This section of the permit addresses the following emissions unit.

ID No.	Emission Unit Description
002	Auxiliary Boiler

This emissions unit is a natural gas-fired auxiliary boiler with a maximum heat input rate of 60 MMBtu/hr. The boiler will provide steam during steam cleaning and initial startup of the CCCT unit and during construction for steam blows. The boiler will also supply steam to the CCCT unit during cold, warm, and hot startups and while the CCCT unit is being shut down.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the above emission unit is subject to BACT determinations for the following pollutants: greenhouse gases (GHG), CO, NO_x, PM/PM₁₀/PM_{2.5}, SAM, and SO₂. The final BACT determinations are presented in Appendix E of this permit. This emissions unit is regulated under NSPS Subpart A (General Provisions) and Subpart Dc (Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units) of 40 CFR 60, adopted and incorporated by reference in Rules 62-204.800(8)(c) and 62-204.800(b)4., F.A.C., respectively.}

NSPS AND NESHAP APPLICABILITY

1. NSPS, Subpart Dc Applicability: The 60 MMBtu/hour (by higher heating value) auxiliary boiler is subject to all applicable requirements of 40 CFR 60, Subpart Dc which applies to Small Industrial, Commercial, or Institutional Boilers. Specifically, the emissions unit shall comply with 40 CFR 60.48c Reporting and Recordkeeping Requirements. [Rule 62-204.800(8)(b), F.A.C.; 40 CFR 60.48c; and Application No. 1010524-004-AC]

EQUIPMENT SPECIFICATIONS

2. Equipment: The permittee is authorized to construct, operate, and maintain one auxiliary boiler with a maximum design heat input of 60 MMBtu/hr. This boiler may be used to provide steam during startups and shutdowns of the combined cycle unit or its steam turbine, and when steam is not available from the HRSG. The boiler shall include low-NO_x burners designed to achieve NO_x emissions less than 0.05 lb/MMBtu and CO emissions less than 0.08 lb/MMBtu. [Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.; and Application No. 1010524-004-AC]
3. Fuel: The auxiliary boiler may burn only natural gas, with a sulfur content less than 1.4 gr./100 scf. [Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.; and Application No. 1010524-004-AC]

EMISSIONS AND PERFORMANCE REQUIREMENTS

4. Restricted Operation: The permittee may operate this unit no more than 2,000 hours per calendar year. [Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.; and Application No. 1010524-004-AC]
5. Auxiliary Boiler Emissions Limits:

NO _x	CO	SO ₂ , SAM, PM/PM ₁₀ /PM _{2.5}
0.05 lb/MMBtu	0.08 lb/MMBtu	1.4 gr. S/100 scf natural gas and 20% Opacity

*{Permitting Note: The limits in this table, plus the design and fuel restrictions in **Specific Conditions 2 and 3** serve as continuous emissions limitations for all pollutants.}*

[Rules 62-212.400(BACT) & 62-296.406, F.A.C.; and Application No. 1010524-004-AC]

6. Visible Emissions. Visible emissions (VE) from each unit shall not exceed 20 percent opacity except for one six-minute period per one-hour period during which opacity shall not exceed 27 percent. [Rule 62-296.406, F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

B. Auxiliary Boiler (EU No. 002)

- 7. Initial Testing Requirements: The boiler shall be tested to demonstrate initial compliance with the emission standards for CO, NO_x, and VE. The tests shall be conducted within 60 days after achieving the maximum production rate at which the unit will be operated, but not later than 180 days after the initial startup. As an alternative to testing for CO and NO_x emissions, a manufacturer certification of emissions characteristics for CO and NO_x that are at least as stringent as the BACT values can be used to fulfill CO and NO_x testing requirements. [Rules 62-4.070, 62-212.400(BACT); and 62-297.310(8)(b), F.A.C.]
- 8. Subsequent Testing Requirements: The permittee shall conduct an annual compliance test for visible emissions. Compliance tests for NO_x and CO shall be conducted prior to each renewal of the facility’s Title V operating permit, however no NO_x or CO test will be required if the unit is certified by the manufacturer to meet the NO_x and CO BACT limits. The Department retains the right to require CO or NO_x testing if visible emission limits are exceeded or for the reasons listed in Rule 62-297.310(8)(c), F.A.C., Special Compliance Test. [Rules 62-4.070, 62-212.400(BACT), & 62-297.310(8)(a)4, F.A.C.]
- 9. Test Methods: Any required tests shall be performed in accordance with the following reference methods.

Method	Description of Method and Comments
1-4	Traverse Points, Velocity and Flow Rate, Gas Analysis, and Moisture Content
7E	Determination of Nitrogen Oxide Emissions from Stationary Sources
9	Visual Determination of the Opacity of Emissions from Stationary Sources
10	Determination of Carbon Monoxide Emissions from Stationary Sources {Note: The method shall be based on a continuous sampling train.}

The above methods are described in Appendix A of 40 CFR 60 and are adopted by reference in Rule 62-204.800, F.A.C. No other methods may be used unless prior written approval is received from the Department. [Rule 62-204.800, F.A.C.; and Appendix A of 40 CFR 60]

NOTIFICATION, REPORTING AND RECORDS

- 10. Fuel Sulfur Records: The permittee shall maintain records of the sulfur content of the natural gas used in the auxiliary boiler. These records shall be submitted to the Compliance Authority on an annual basis and upon request. [Rules 62-4.070(3) & 62-212.400(BACT), F.A.C.]
- 11. Notification: Initial notification is required for the auxiliary boiler. [Rule 62-204.800(8)(b), F.A.C.; and 40 CFR 60.7 & 60.48c]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

C. Emergency Diesel Generator (EU No. 003)

This section of the permit addresses the following emissions unit.

ID No.	Emission Unit Description
003	Emergency Diesel Generator

This emissions unit will be a 1,500-kilowatt (kW) emergency generator with a 2,206 brake hp diesel-fired engine. This generator will provide electrical power during emergencies when electric power from the grid is interrupted or to ensure the safe shutdown of the CCCT unit and for maintenance checks and readiness testing.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the above emission unit is subject to BACT determinations for the following pollutants: greenhouse gases (GHG), CO, NO_x, PM/PM₁₀/PM_{2.5}, SAM, and SO₂. The final BACT determinations are presented in Appendix E of this permit. This emissions unit is regulated under NSPS Subpart A (General Provisions) and Subpart IIII (Standards of Performance for Stationary Compression Ignition Internal Combustion Engines) of 40 CFR 60, adopted and incorporated by reference in Rules 62-204.800(8)(c) and 62-204.800(b)82., F.A.C., respectively; and NESHAP Subpart A (General Provisions) and Subpart ZZZZ (NESHAP for Stationary Reciprocating Internal Combustion Engines), adopted and incorporated by reference in Rules 62-204.800(11)(d)1. and 62-204.800(11)(b)82., F.A.C., respectively. Pursuant to 40 CFR 63.6590(c)(1), this engine would meet the requirements of NESHAP Subpart ZZZZ by meeting the requirements of NSPS Subpart IIII.}

NSPS AND NESHAP APPLICABILITY

1. **NSPS, Subpart IIII Applicability:** The emergency generator is a Stationary Compression Ignition Internal Combustion Engine (Stationary ICE) and is subject to 40 CFR 60, Subpart IIII. The applicant shall comply with 40 CFR 60, Subpart IIII only to the extent that the regulations apply to the emission unit and its operations (e.g. non-road, emergency, displacement, capacity and model year selected). [Rule 62-204.800(8)(b)82., F.A.C.; and 40 CFR 60, Subpart IIII – Standards of Performance for Stationary Compression Ignition Internal Combustion Engines]
2. **NESHAP, Subpart ZZZZ Applicability:** The emergency generator is a Stationary Reciprocating Internal Combustion Engine (RICE) located at an area source of hazardous air pollutants emissions and is subject to 40 CFR 63, Subpart ZZZZ. Pursuant to 40 CFR 63.6590(c)(1), this emissions unit must meet the requirements of 40 CFR Part 63 by meeting the requirements of 40 CFR 60, Subpart IIII. No further requirements apply for this emissions unit under 40 CFR 63. [Rule 62-204.800, F.A.C.; 40 CFR 63.6590(a) & (c)(1)]

EQUIPMENT SPECIFICATIONS

3. **Equipment:** The permittee is authorized to install, operate, and maintain one nominal 1,500 kW diesel emergency generator. [Rule 62-210.200(PTE), F.A.C.; and Application No. 1010524-004-AC]

EMISSIONS AND PERFORMANCE REQUIREMENTS

4. **Fuel Specifications:** The generator shall burn ULSD fuel oil with a sulfur content of 15 ppm (0.0015%) by weight or less. The fuel must have a minimum cetane index of 40 or must have a maximum aromatic content of 35 volume percent. [Rules 62-210.200(PTE) and 62-212.400(BACT), F.A.C.; 40 CFR 60.4207(b) & 1090.305; and Application No. 1010524-004-AC]
5. **Restricted Operation:**
 - a. **Emergency Situations.** There is no time limit on the use of emergency stationary RICE in emergency situations. [40 CFR 60.4211(f)(1)]
 - b. **Maintenance and Testing.** This unit is authorized to operate for the purpose of maintenance checks and readiness testing, provided that the tests are recommended by federal, state or local government, the manufacturer, the vendor, or the insurance company associated with the engine. Maintenance checks and

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

C. Emergency Diesel Generator (EU No. 003)

readiness testing of such units is limited to 100 hours per year. The owner or operator may petition the Administrator for approval of additional hours to be used for maintenance checks and readiness testing, but a petition is not required if the owner or operator maintains records indicating that Federal, State, or local standards require maintenance and testing of emergency RICE beyond 100 hours per year. [40 CFR 60.4211(f)(2)(i)]

- c. *Non-Emergency Situations.* This emergency stationary RICE may be operated for up to 50 hours per calendar year in non-emergency situations. The 50 hours of operation in non-emergency situations are counted as part of the 100 hours per calendar year for maintenance and testing and emergency demand response provided in paragraph b., above. The 50 hours per year for non-emergency situations cannot be used for peak shaving or non-emergency demand response, or to generate income for a facility to supply power to an electric grid or otherwise supply power as part of a financial arrangement with another entity. [40 CFR 60.4211(f)(3)]

6. Emergency Generator BACT Emission Limits:

Emergency Generator (> 560 kilowatts)	CO (g/kW-hr) ¹	PM (g/kW-hr)	NMHC ² +NO _x (g/kW-hr)	Diesel Fuel ³ (sulfur)
2007 and later	3.5	0.20	6.4	15 ppm

1. g/kW-hr means grams per kilowatt-hour.
2. NMHC means Non-Methane Hydrocarbons.
3. Nonroad diesel specification of 15 ppm is from 40 CFR 1090, Subpart D – Diesel Fuel and ECA Marine Fuel Standards, Section 1090.305 – ULSD standards.

[Rule 62-212.400(BACT), F.A.C.; and 40 CFR 60.4202(a)(2), 60.4205(b), 60.4207(b), Table 2 to Appendix I to 40 CFR 1039, & 40 CFR 1090.305]

MONITORING REQUIREMENTS

7. Hour Meter: The owner or operator must install a non-resettable hour meter on the engine if one is not already installed. [40 CFR 60.4209(a)]

TESTING AND COMPLIANCE REQUIREMENTS

8. Operation and Maintenance: The owner or operator must operate and maintain the engine according to the manufacturer's written instructions. In addition, owners and operators may only change those settings that are permitted by the manufacturer. The RICE must be maintained and operated to meet the emissions limits in **Specific Condition 6** over the entire life of the engine. [40 CFR 60.4206 & 4211(a)]
9. Engine Certification Requirements: The owner or operator must comply with the emissions standards specified above by having purchased an engine certified by the manufacturer to meet those limits. The RICE must be installed and configured according to the manufacturer's emission-related specifications, except as permitted in **Specific Condition 10**. [40 CFR 60.4211(c)]
10. Compliance Requirements Due to Loss of Certification: If you do not install, configure, operate, and maintain your engine and control device according to the manufacturer's emission-related written instructions, or you change emission-related settings in a way that is not permitted by the manufacturer, you must keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions. In addition, you must conduct an initial performance test to demonstrate compliance with the applicable emission standards within 1 year of startup, or within 1 year after an engine and control device is no longer installed, configured, operated, and maintained in accordance with the manufacturer's emission-related written instructions, or within 1 year after you change emission-related settings in a way that is not permitted by the manufacturer. You must conduct subsequent performance testing every 8,760 hours of engine operation or 3 years, whichever comes first, thereafter to demonstrate compliance with the applicable emission standards.

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

C. Emergency Diesel Generator (EU No. 003)

[40 CFR 60.4211(c) & (g)]

11. **Testing Requirements.** In the event performance tests are required pursuant to **Specific Condition 10.**, the following requirements shall be met:
- a. *Testing Procedures.* The performance test must be conducted according to the in-use testing procedures in 40 CFR Part 1039, Subpart F. [Link to Subpart F](#) or the testing procedures outlined in 40 CFR 60.4213.
 - b. *NTE Standards.* If 40 CFR Part 1039 Subpart F is used, exhaust emissions from the engine must not exceed the not-to-exceed (NTE) numerical requirements, rounded to the same number of decimal places as the applicable standard (STD) in **Specific Condition 6**, determined from the following equation:

$$\text{NTE Requirement for Each Pollutant} = (1.25) \times (\text{STD}) \quad (\text{Eq. 1})$$

Where:

STD = The standard specified for that pollutant in 40 CFR part 1039 or 1042, as applicable.

[40 CFR 60.4212(a) & (c)]

12. **Common Testing Requirements.** Except as otherwise specified in this section of the permit, tests shall be conducted in accordance with the requirements and procedures specified in Appendix D, Common Testing Requirements, of this permit. As long as the certification is maintained and the manufacturer's recommendations are followed for maintenance, no stack testing is required. [Rule 62-297.310, F.A.C.]

RECORDS AND REPORTS

13. **Testing Notification.** At such time that the requirements of **Specific Condition 11.** become applicable, if at all, the owner or operator shall notify the compliance authority of the date by which the compliance test must be performed. [Rule 62-213.440(1), F.A.C.]
14. **Hours of Operation Records.** The owner or operator must keep records of the operation of the engine in emergency and non-emergency service that are recorded through the non-resettable hour meter. The owner or operator must record the time of operation of the engine and the reason the engine was in operation during that time. [Rule 62-213.440(1), F.A.C. and 40 CFR 60.4214(b)]
15. **Maintenance Records.** To demonstrate conformance with the manufacturer's written instructions for maintaining the certified engine and to document when compliance testing must be performed pursuant to **Specific Conditions 10 & 11**, the owner or operator must keep the following records:
- a. Engine manufacturer data indicating compliance with the standards.
 - b. A copy of the manufacturer's written instructions for operation and maintenance of the certified engine.
 - c. A written maintenance log detailing the date and type of maintenance performed on the engine, as well as any deviations from the manufacturer's written instructions.

[Rule 62-213.440(1), F.A.C.; and, 40 CFR 60.4211(c) & (g)]

16. **Other Reporting Requirements.** See Appendix C, Common Conditions, for additional reporting requirements. [Rule 62-213.440(1)(b), F.A.C.]

GENERAL PROVISIONS

17. **40 CFR 60, Subpart A - General Provisions.** The owner or operator shall comply with the applicable requirements of 40 CFR 60 Subpart A, General Provisions, as specified below. [Link to 40 CFR 60, Subpart A – General Provisions.](#)

General Provisions Citation	Subject of Citation
§ 60.1	General applicability of the General Provisions

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

C. Emergency Diesel Generator (EU No. 003)

General Provisions Citation	Subject of Citation
§ 60.2	Definitions (see also § 60.4219)
§ 60.3	Units and abbreviations
§ 60.4	Address
§ 60.5	Determination of construction or modification
§ 60.6	Review of plans
§ 60.9	Availability of information
§ 60.10	State Authority
§ 60.12	Circumvention
§ 60.14	Modification
§ 60.15	Reconstruction
§ 60.16	Priority list
§ 60.17	Incorporations by reference
§ 60.19	General notification and reporting requirements

[40 CFR 60.4218 & Table 8 to 40 CFR 60, Subpart III]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

D. Fire Pump Engine (EU No. 004)

This section of the permit addresses the following emissions unit.

ID No.	Emission Unit Description
004	Emergency Fire Pump Engine (347 HP)

This emissions unit is a 347-brake hp diesel-fired fire pump engine that will be used to provide power to pump water for fire suppression or protection.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the above emission unit is subject to BACT determinations for the following pollutants: greenhouse gases (GHG), CO, NO_x, PM/PM₁₀/PM_{2.5}, SAM, and SO₂. The final BACT determinations are presented in Appendix E of this permit. This emissions unit is regulated under NSPS Subpart A (General Provisions) and Subpart IIII (Standards of Performance for Stationary Compression Ignition Internal Combustion Engines) of 40 CFR 60, adopted and incorporated by reference in Rules 62-204.800(8)(c) and 62-204.800(b)82., F.A.C., respectively; and NESHAP Subpart A (General Provisions) and Subpart ZZZZ (NESHAP for Stationary Reciprocating Internal Combustion Engines), adopted and incorporated by reference in Rules 62-204.800(11)(d)1. and 62-204.800(11)(b)82., F.A.C., respectively. Pursuant to 40 CFR 63.6590(c)(1), this engine would meet the requirements of NESHAP Subpart ZZZZ by meeting the requirements of NSPS Subpart IIII.}

NSPS AND NESHAP APPLICABILITY

1. **NSPS, Subpart IIII Applicability:** The emergency fire pump engine is a Stationary Compression Ignition Internal Combustion Engine (Stationary ICE) and is subject to 40 CFR 60, Subpart IIII. The applicant shall comply with 40 CFR 60, Subpart IIII only to the extent that the regulations apply to the emission unit and its operations (e.g. non-road, emergency, displacement, capacity and model year selected). [Rule 62-204.800(8)(b)80., F.A.C.; and 40 CFR 60, subpart IIII – Standards of Performance for Stationary Compression Ignition Internal Combustion Engines]
2. **NESHAP, Subpart ZZZZ Applicability:** The emergency generator is a Stationary Reciprocating Internal Combustion Engine (RICE) located at an area source of hazardous air pollutants emissions and is subject to 40 CFR 63, Subpart ZZZZ. Pursuant to 40 CFR 63.6590(c)(1), this emissions unit must meet the requirements of 40 CFR Part 63 by meeting the requirements of 40 CFR 60, Subpart IIII. No further requirements apply for this emissions unit under 40 CFR 63. [Rule 62-204.800, F.A.C.; 40 CFR 63.6590(a) & (c)(1)]

EQUIPMENT SPECIFICATIONS

3. **Equipment:** The permittee is authorized to install, operate, and maintain one nominal 347-hp ULSD fuel oil fired emergency fire pump engine. [Rules 62-212.400(BACT) & 62-210.200(PTE), F.A.C.; and Application No. 1010524-004-AC]

EMISSIONS AND PERFORMANCE REQUIREMENTS

4. **Fuel Specifications:** The emergency fire pump engine shall burn ULSD fuel oil with a sulfur content of 15 ppm (0.0015%) by weight or less. The fuel must have a minimum cetane index of 40 or must have a maximum aromatic content of 35 volume percent. [Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.; 40 CFR 60.4207(b) & 1090.305; and Application No. 1010524-004-AC]
5. **Restricted Operation:**
 - a. **Emergency Situations:** There is no time limit on the use of emergency stationary RICE in emergency situations. [40 CFR 60.4211(f)(1)]
 - b. **Maintenance and Testing:** This unit is authorized to operate for the purpose of maintenance checks and readiness testing, provided that the tests are recommended by federal, state or local government, the manufacturer, the vendor, or the insurance company associated with the engine. Maintenance checks and

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

D. Fire Pump Engine (EU No. 004)

readiness testing of such units is limited to 100 hours per year. The owner or operator may petition the Administrator for approval of additional hours to be used for maintenance checks and readiness testing, but a petition is not required if the owner or operator maintains records indicating that Federal, State, or local standards require maintenance and testing of emergency RICE beyond 100 hours per year. [40 CFR 60.4211(f)(2)(i)]

- c. *Non-Emergency Situations:* This unit is authorized to operate up to 50 hours per year in non-emergency situations, but those 50 hours are counted towards the 100 hours per year provided for maintenance and testing. [40 CFR 60.4211(f)(3)]

6. Emergency Fire Pump Engine BACT Emission Limits:

Fire Pump Engine (225≤kW<450 or 300≤hp<600)	CO (g/kW-hr)	PM (g/kW-hr)	NMHC+NO _x (g/kW-hr)	Diesel Fuel ¹ (sulfur)
2009 and later	3.5	0.20	4.0	15 ppm
1. Nonroad diesel specification from 40 CFR Nonroad diesel specification of 15 ppm is from 40 CFR 1090, Subpart D – Diesel Fuel and ECA Marine Fuel Standards, Section 1090.305 – ULSD standards.				

[Rules 62-210.200(PTE) & 62-212.400(BACT), F.A.C.; and 40 CFR 60.4202(a)(2), 60.4205(b), 60.4207(b), Table 2 to Appendix I to 40 CFR 1039, & 40 CFR 1090.305]

MONITORING REQUIREMENTS

7. Hour Meter: The owner or operator must install a non-resettable hour meter on the engine if one is not already installed. [40 CFR 60.4209(a)]

TESTING AND COMPLIANCE REQUIREMENTS

8. Operation and Maintenance: The owner or operator must operate and maintain the engine according to the manufacturer's written instructions. In addition, owners and operators may only change those settings that are permitted by the manufacturer. The RICE must be maintained and operated to meet the emissions limits in **Specific Condition 6** over the entire life of the engine. [40 CFR 60.4206 & 4211(a)]
9. Engine Certification Requirements: The owner or operator must comply with the emissions standards specified above by having purchased an engine certified by the manufacturer to meet those limits. The RICE must be installed and configured according to the manufacturer's emission-related specifications, except as permitted in **Specific Condition 10**. [40 CFR 60.4211(c)]
10. Compliance Requirements Due to Loss of Certification: If you do not install, configure, operate, and maintain your engine and control device according to the manufacturer's emission-related written instructions, or you change emission-related settings in a way that is not permitted by the manufacturer, you must keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions. In addition, you must conduct an initial performance test to demonstrate compliance with the applicable emission standards within 1 year of startup, or within 1 year after an engine and control device is no longer installed, configured, operated, and maintained in accordance with the manufacturer's emission-related written instructions, or within 1 year after you change emission-related settings in a way that is not permitted by the manufacturer. [40 CFR 60.4211(c) & (g)(2)]
11. Testing Requirements: In the event performance tests are required pursuant to **Specific Condition 10**, the following requirements shall be met:
- a. *Testing Procedures.* The performance test must be conducted according to the in-use testing procedures in 40 CFR Part 1039, Subpart F. [Link to Subpart F](#) or the testing procedures outlined in 40 CFR 60.4213.

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

D. Fire Pump Engine (EU No. 004)

- b. *NTE Standards*. If 40 CFR Part 1039 Subpart F is used, exhaust emissions from the engine must not exceed the not-to-exceed (NTE) numerical requirements, rounded to the same number of decimal places as the applicable standard (STD) in **Specific Condition 6**, determined from the following equation:

$$\text{NTE Requirement for Each Pollutant} = (1.25) \times (\text{STD}) \quad (\text{Eq. 1})$$

[40 CFR 60.4212(a) & (c)]

12. **Common Testing Requirements**. Except as otherwise specified in this section of the permit, tests shall be conducted in accordance with the requirements and procedures specified in Appendix D, Common Testing Requirements, of this permit. As long as the certification is maintained and the manufacturer's recommendations are followed for maintenance, no stack testing is required. [Rule 62-297.310, F.A.C.]

RECORDS AND REPORTS

13. **Testing Notification**. At such time that the requirements of **Specific Condition 11** become applicable, if at all, the owner or operator shall notify the compliance authority of the date by which the compliance test must be performed. [Rule 62-213.440(1), F.A.C.]
14. **Hours of Operation Records**. The owner or operator must keep records of the operation of the engine in emergency and non-emergency service that are recorded through the non-resettable hour meter. The owner or operator must record the time of operation of the engine and the reason the engine was in operation during that time. [Rule 62-213.440(1), F.A.C. and 40 CFR 60.4214(b)]
15. **Maintenance Records**. To demonstrate conformance with the manufacturer's written instructions for maintaining the certified engine and to document when compliance testing must be performed pursuant to **Specific Conditions 10 & 11**, the owner or operator must keep the following records:
- a. Engine manufacturer data indicating compliance with the standards.
 - b. A copy of the manufacturer's written instructions for operation and maintenance of the certified engine.
 - c. A written maintenance log detailing the date and type of maintenance performed on the engine, as well as any deviations from the manufacturer's written instructions.

[Rule 62-213.440(1), F.A.C.; and, 40 CFR 60.4211(c) & (g)]

16. **Other Reporting Requirements**. See Appendix C, Common Conditions, for additional reporting requirements. [Rule 62-213.440(1)(b), F.A.C.]

GENERAL PROVISIONS

17. **40 CFR 60, Subpart A - General Provisions**. The owner or operator shall comply with the applicable requirements of 40 CFR 60 Subpart A, General Provisions, as specified below. [Link to 40 CFR 60, Subpart A – General Provisions](#).

General Provisions Citation	Subject of Citation
§ 60.1	General applicability of the General Provisions
§ 60.2	Definitions (see also § 60.4219)
§ 60.3	Units and abbreviations
§ 60.4	Address
§ 60.5	Determination of construction or modification
§ 60.6	Review of plans
§ 60.9	Availability of information
§ 60.10	State Authority
§ 60.12	Circumvention
§ 60.14	Modification
§ 60.15	Reconstruction

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

D. Fire Pump Engine (EU No. 004)

General Provisions Citation	Subject of Citation
§ 60.16	Priority list
§ 60.17	Incorporations by reference
§ 60.19	General notification and reporting requirements

[40 CFR 60.4218 & Table 8 to 40 CFR 60, Subpart III]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

E. Mechanical Draft Cooling Tower (EU No. 005)

This section of the permit addresses the following emissions unit.

ID No.	Emission Unit Description
005	Mechanical Draft Cooling Tower

This emissions unit is a 6-cell, mechanical draft cooling tower that provides cooling for the steam turbine condenser. PM/PM₁₀/PM_{2.5} is emitted from cooling towers through drift, where particulates suspended in the moisture droplets are released from the cooling tower.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the above emission unit is subject to BACT determinations for the following pollutants: PM/PM₁₀/PM_{2.5}.}

EQUIPMENT SPECIFICATIONS

1. Mechanical Draft Cooling Tower: The permittee is authorized to install one mechanical draft cooling tower with the following nominal design characteristics: 6 cells; 51.2 feet high; circulating water flow rate of 94,258 gallons per minute; and drift eliminators with a drift rate of no more than 0.0005%. [Application No. 1010524-004-AC]

EMISSIONS AND PERFORMANCE REQUIREMENTS

2. Drift Rate: Within 60 days of commencing commercial operation, the permittee shall submit manufacturer specification sheets as certification to the Department that the cooling tower was constructed to achieve the specified drift rate of no more than 0.0005 percent of the circulating water flow rate. [Rule 62-212.400(10)(BACT), F.A.C.]

HOURS OF OPERATION

3. Hours of Operation: The hours of operation are not limited (8,760 hours per year). [Rules 62-4.070(3) & 62-210.200(PTE), F.A.C.]

SECTION 3. EMISSIONS UNIT SPECIFIC CONDITIONS

F. Circuit Breakers (EU No. 006)

This section of the permit addresses the following emissions unit.

ID No.	Emission Unit Description
006	Two Circuit Breakers

This emissions unit consists of 2 circuit breakers located in the power block. These circuit breakers contain sulfur hexafluoride (SF₆), an electrical insulator and interrupter in equipment that transmits and distributes electricity. Each circuit breaker is estimated to contain approximately 100 lb of SF₆. Because SF₆ is a GHG, these circuit breakers are classified as a regulated emissions unit due to the GHG BACT.

{Permitting Note: In accordance with Rule 62-212.400(PSD), F.A.C., the above emission unit is subject to a BACT determination for GHG.}

EQUIPMENT SPECIFICATIONS

1. **Equipment:** The permittee is authorized to construct, operate, and maintain two circuit breakers containing sulfur hexafluoride (SF₆). The circuit breakers must have a manufacturer-designed SF₆ leak rate of no more than 0.5% per year. The circuit breakers must be equipped with leakage detection systems. [Rule 62-212.400(BACT), F.A.C.; and Application No. 1010524-004-AC]

CIRCUIT BREAKER MONITORING PLAN

2. **Monitoring Plan Requirements:** Within 180 days after the circuit breakers are placed into service, the permittee shall submit to the Department a circuit breaker monitoring plan detailing the number and location of circuit breakers installed and procedures for detecting leaks from the circuit breakers and expected remedial courses of action after leaks are detected. [Rule 62-212.400(BACT), F.A.C.; and Application No. 1010524-004-AC]

HOURS OF OPERATION

3. **Hours of Operation:** The hours of operation of are not limited (8,760 hours per year). [Rules 62-4.070(3) & 62-210.200(PTE), F.A.C.]

FINAL DETERMINATION

PERMITTEE

Shady Hills Energy Center, LLC
14350 Merchant Energy Way
Spring Hill, FL 36410

PERMITTING AUTHORITY

Florida Department of Environmental Protection (Department)
Division of Air Resource Management
Permit Review Section
2600 Blair Stone Road, MS #5505
Tallahassee, Florida 32399-2400

PROJECT

Air Permit No. 1010524-004-AC
PSD-FL-444B, Air Construction Permit
Shady Hills Combined Cycle Facility

Shady Hills Energy Center, LLC requested an extension of Permit No. 1010524-003-AC/PSD-FL-444A and the revalidation of the Best Available Control Technology (BACT) determinations made in previous permits.

NOTICE AND PUBLICATION

The Department distributed a draft PSD major air construction permit package on January 4, 2023. The applicant published the Public Notice in the Tampa Bay Times on January 11, 2023. The Department received the proof of publication on January 11, 2023. No requests for administrative hearings or requests for extensions of time to file a petition for administrative hearing were received.

COMMENTS

No comments on the Draft Permit were received from the public or the EPA Region 4 Office. Comments on the Draft Permit were received from the applicant.

Applicant

On February 3, 2023, the Department received comments from Shady Hills Energy Center, LLC. The following summarizes the comments and the Department's response.

1. The applicant identified typographical errors regarding the PSD number of this permit and references to previous permits throughout the permit body.

Response: The Department agrees with this comment. "PSD-FL-449B" has been corrected to "PSD-FL-444B" wherever applicable.

2. The applicant identified typographical errors in the facility street name and clerical errors in the facility city location.

Response: The Department agrees with this comment. All applicable language has been revised to reflect that the facility street is Merchant Energy Way, and the facility city is Spring Hill, Florida.

3. The applicant identified a minor typographical error under the Proposed Project section of the permit.

Response: The Department agrees with this comment. The proposed project description has been revised as follows:

The proposed SHCCF will be a new power plant with a gross generating capacity of 573 MW (winter) at an ambient temperature of 59 degrees Fahrenheit (°F) and use of evaporative cooling. SHCCF will primarily consist of one 573-MW 1-on-1 combined cycle combustion turbine (CCCT)-electric generator system,

FINAL DETERMINATION

consisting of a natural gas-fired GE 7HA.02 CT-electric generator with a natural gas-fired heat recovery steam generator (HRSG) that will also use waste heat from the CT to produce steam to drive an attached steam turbine-electric generator (STEG). SHCCF will be supported by a natural gas-fired auxiliary boiler, an emergency diesel engine-driven generator, an emergency diesel engine-driven fire pump, a mechanical draft cooling tower, 2 circuit breakers, and an electric natural gas heater. SHCCF was previously permitted in Permit Nos. 1010524-001-AC/PSD-FL-444 and 1010524-003-AC/PSD-FL-444A. This project extends the construction deadline from December 31, 2025, to December 31, 2027, and revalidates previously made Best Available Control Technology (BACT) determinations.

4. The applicant requested a minor clarification to the emissions unit (EU) description in Section 3, Subsection C.

Response: The Department agrees with this comment. The EU description has been revised as follows:

This emissions unit will be a 1,500-kilowatt (kW) diesel-fired emergency generator with a 2,206 brake hp diesel-fired engine. This generator will provide electrical power during emergencies when electric power from the grid is interrupted or to ensure the safe shutdown of the CCCT unit and for maintenance checks and readiness testing.

5. The applicant requested that the period at the end of “**Specific Condition 10.**” in Section 3, Subsection D, Specific Condition 11 be removed.

Response: The Department agrees with this comment. For the purpose of consistency with the formats of other cross-references, the first paragraph of Specific Condition 11 has been revised as follows:

11. Testing Requirements: In the event performance tests are required pursuant to **Specific Condition 10**, the following requirements shall be met:

6. The applicant identified that the EU description in Section 3, Subsection E was mislabeled.

Response: The Department agrees with this comment. The EU description has been revised as follows:

ID No.	Emission Unit Description
004 005	Emergency Fire Pump Engine (347 HP) <u>Mechanical Draft Cooling Tower</u>

CONCLUSION

The final action of the Department is to issue the permit with the minor changes, corrections and clarifications as described above.



February 2, 2018

US Fish and Wildlife Service
North Florida Ecological Services Office
Attn: Ms. Tina Nguyen
7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517
Tina_Nguyen@fws.gov



FWS Log No 18-TA-0317

Based on the submitted information, the proposed action is not expected to cause "take" of the listed species as defined under section 9 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.).

Annie Dyer gws

2-14-18

RE: SHADY HILLS COMBINED CYCLE FACILITY

Jay B. Herrington
Field Supervisor

Date

Dear Ms. Nguyen:

On behalf of Shady Hills Energy Center, LLC, Golder is preparing a Site Certification Application under the Florida Power Plant Siting Act for the proposed Shady Hills Combined Cycle Facility (Project), a 573 megawatt (winter) combined cycle natural gas unit to be constructed on the existing Shady Hills Power Plant site in Pasco County, FL (Figure 1). The Project is proposed upon previously disturbed areas of the Shady Hills Power Plant site comprising approximately 14 acres (Site) of the existing 30-acre parcel. The Site is surrounded by industrial, utility, and commercial uses. The Project includes an approximately 0.6-mile interconnection tie-line heading west to an existing high voltage transmission line right-of-way and an approximately 20-acre temporary construction laydown and parking area to the immediate east of the Site (Figure 2).

Golder has conducted field and desktop habitat evaluations, listed species surveys, and database reviews to evaluate the potential for threatened, endangered, or candidate (listed) species occurrences within the Project Area, which comprises the 14-acre Site, the interconnection tie-line corridor, and the temporary construction laydown and parking area. A summary of the analysis is provided below for review and concurrence by the U.S. Fish and Wildlife Service (USFWS).

Habitat Classification

Characteristic vegetative communities were classified utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) data from the Southwest Florida Water Management District (SWFWMD) that were updated based on field reconnaissance conducted in October 2017 and January 2018. As illustrated on Figure 3, the Site is dominated by approximately 12 acres of vacant land (FLUCFCS 190) and utilities (FLUCFCS 830) that was previously cleared and utilized as a temporary laydown and equipment storage area associated with construction of the existing Shady Hills Power Plant in 2001. Vegetation present in this area is dominated by ruderal native and non-native invasive/exotic groundcover species such as bahia grass (*Paspalum notatum*), beggar ticks (*Bidens* sp.), cogon grass (*Imperata cylindrica*), Durban crowfoot grass (*Dactyloctenium aegyptium*), and annual phlox (*Phlox drummondii*). An approximately 2-acre area of pine plantation occurs in the northern portion of the Site, with a canopy dominated by planted slash pine (*Pinus elliottii*) and a variety of subdominant native and non-native invasive/exotic species such as planted southern red cedar, laurel oak (*Quercus laurifolia*), beautyberry (*Callicarpa americana*), caesarweed (*Urena lobata*), slender flattop goldenrod (*Euthamia caroliniana*), dogfennel (*Eupatorium capillifolium*), prickly pear cactus (*Opuntia humifusa*), Virginia creeper (*Parthenocissus quinquefolia*), cogon grass, bahia grass, beggar ticks, and grapevine.

The interconnection tie-line will be installed within a portion of a 200-ft-wide corridor that traverses approximately 0.6-mile across existing disturbed lands located adjacent to the Shady Hills Power Plant. An approximately 3-acre area of mixed pine and oak (FLUCFCS 434) occurs on the eastern edge of the corridor, with a canopy of live oak (*Quercus virginiana*), laurel oak, and slash pine and a sparse understory

Golder Associates Inc.
6026 NW 1st Place
Gainesville, FL 32607 USA
Tel: (352) 336-5600 Fax: (352) 336-6603 www.golder.com



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of saplings, muscadine (*Vitis rotundifolia*), and catbrier (*Smilax* sp.). Although the width of the corridor is 200 ft, the actual width of the interconnection tie-line right-of-way (ROW) to be constructed within the corridor will be approximately 100 ft. Following removal of canopy species, only small areas within the ROW will be disturbed for construction of transmission structure foundations.

The temporary construction laydown and parking area is dominated by pine plantation and improved pasture, with a small area (approximately 2.3 acres) of live oak (FLUCFCS 427) in the northern corner that has historically been utilized for cattle grazing and supports a sparse understory of beautyberry, caesarweed, muscadine, and dogfennel.

Listed Species Assessment

Prior to field reconnaissance, Golder obtained county-specific lists of threatened and endangered species from the Florida Natural Areas Inventory (FNAI, 2017). In addition, geographic information system (GIS) data were obtained from the FNAI, which maintains a database of documented occurrences of listed species throughout the State of Florida. Golder conducted field surveys in August and October 2017 and January 2018. The only listed species that Golder observed within the Project Area during its field surveys were burrows of the gopher tortoise (*Gopherus polyphemus*), a state-listed threatened species that is a candidate for listing by the USFWS.

A list of threatened and endangered species known to occur in Pasco County and their probability of occurrence within the Project Area is provided in Table 1. The potential for utilization by most terrestrial listed species for foraging, roosting, or breeding is limited due to the significant alteration of the upland habitats present, as well as the surrounding industrial, utility, commercial, and limited residential development. The FNAI database did not include any documented occurrences of federally listed species within 5 miles of the Project (Figure 4).

Table 1. Federally Listed Species known to occur in Pasco County and Probability of Occurrence on Shady Hills Combined Cycle Project Area

Common Name	Scientific Name	Federal Status	Likelihood of Occurrence
Plants			
Britton's beargrass	<i>Nolina brittoniana</i>	Endangered	None
Reptiles			
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	Threatened	Low
Gopher Tortoise	<i>Gopherus polyphemus</i>	Candidate	Observed (burrows)
Green Sea Turtle	<i>Chelonia mydas</i>	Threatened	None
Kemp's Ridley Sea Turtle	<i>Lepidochelys kempii</i>	Endangered	None
Leatherback Sea Turtle	<i>Dermodochelys coriacea</i>	Endangered	None
Loggerhead Sea Turtle	<i>Caretta caretta</i>	Threatened	None
Mammals			
West Indian Manatee	<i>Trichechus manatus</i>	Threatened	None
Birds			
Florida Scrub-Jay	<i>Aphelocoma coerulescens</i>	Threatened	None
Piping Plover	<i>Charadrius melodus</i>	Threatened	None
Wood Stork	<i>Mycteria americana</i>	Threatened	None

Flora – One federally-listed plant species is known to occur in Pasco County, Britton's beargrass (*Nolina brittoniana*). The FNAI database review did not indicate any reported occurrences of listed plant species in the vicinity of the Project, and no listed plant species were observed within the Project Area during field surveys. Britton's beargrass prefers scrub, sandhill, scrubby flatwoods, and xeric hammock habitats, which are not present within the Project Area. It is unlikely that the Project will affect federally listed plant species.

Fauna – The majority of federally listed species known to occur within Pasco County occur within aquatic or xeric habitats, which are not present within the Project Area. The FNAI database review did not indicate any reported occurrences of listed animal species in the vicinity of the Project.

The closest wood stork (*Mycteria americana*) colony (Embassy – Shoppers Way) is located approximately 10 miles to the southwest of the Project; no wetland impacts are proposed and no effect upon the wood stork is anticipated. A completed USFWS *Effect Determination Key for the Wood Stork in Central and North Peninsular Florida* is provided in Attachment A.

According to the Florida Fish and Wildlife Conservation Commission (FWC) bald eagle (*Haliaeetus leucocephalus*) nest location database, the closest documented bald eagle nests (nest ID #PS008 and PS031) are approximately 3 miles to the northeast and southwest of the Project, respectively (Figure 4). No adverse effect upon bald eagles is anticipated as a result of the Project.

Several burrows of the gopher tortoise were observed within the Project Area, as illustrated in Figure 5. A 25-foot buffer from construction will be maintained around burrows, where feasible. The majority of burrows are located on the southern edge of the interconnection tie-line corridor; it is likely that installation of transmission structures may be achieved without encroaching into the 25-foot buffer around most of these burrows. A permit will be obtained from FWC to excavate unavoidable burrows, and any captured tortoises will be relocated to an approved recipient site in accordance with FWC gopher tortoise permit guidelines.

The federally-threatened eastern indigo snake (*Drymarchon corais couperi*) occasionally utilizes gopher tortoise burrows as refugia, especially during the winter months in the northern portion of the state. In accordance with the USFWS *Eastern Indigo Snake Programmatic Effect Determination Key* (Attachment A), the Project may affect, but is not likely to adversely affect the eastern indigo snake because construction will be conducted in compliance with the USFWS *Standard Protection Measures for the Eastern Indigo Snake* (August 12, 2013), will require excavation of fewer than 25 gopher tortoise burrows, and will not impact xeric habitat.

Golder respectfully requests that the USFWS conduct an environmental review of the proposed Project and provide us with any comments to aid in the avoidance and minimization of potential impacts to federally listed species. In addition, to the extent appropriate, we request the USFWS's concurrence with Golder's determination that the Project is not likely to adversely affect federally listed species. If you have any questions or need additional information, please contact Adam Zions at 352-336-5600 or azions@golder.com. Golder appreciates the Service's assistance.

GOLDER ASSOCIATES INC.



Adam Zions
Senior Ecologist



Karl Bullock
Associate and Senior Scientist

cc: Manitia Moultrie, Golder Associates
Luna Phillips, Gunster

Figure 1 – Location Map
Figure 2 – Site Plan
Figure 3 – Land Use and Cover Map
Figure 4 – Documented Listed Species Occurrence within 5 Miles
Figure 5 – Gopher Tortoise Burrow Map

Attachment A – USFWS Effect Determination Keys

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for determination of need
for Shady Hills combined cycle facility in
Pasco County, by Seminole Electric
Cooperative, Inc. and Shady Hills Energy
Center, LLC.

DOCKET NO. 20170267-EC
ORDER NO. PSC-2018-0263-FOF-EC
ISSUED: May 25, 2018

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
DONALD J. POLMANN
GARY F. CLARK

FINAL ORDER GRANTING SEMINOLE ELECTRIC COOPERATIVE, INC.'S
AND SHADY HILLS ENERGY CENTER, LLC'S
JOINT PETITION FOR DETERMINATION OF NEED
FOR SHADY HILLS COMBINED CYCLE FACILITY IN PASCO COUNTY

Pursuant to Notice and in accordance with Rule 28-106.208, Florida Administrative Code (F.A.C.), a Hearing was held on March 21 and 22, 2018, in Tallahassee, Florida.

APPEARANCES:

GARY PERKO, BROOKE E. LEWIS, AND MALCOLM MEANS, ESQUIRES
Hopping Green & Sams, 119 South Monroe Street, Suite 300, Tallahassee, FL
32301
On behalf of SEMINOLE ELECTRIC COOPERATIVE, INC. AND SHADY
HILLS ENERGY CENTER, LLC.

ROBERT SCHEFFEL WRIGHT AND JOHN T. LAVIA, III, ESQUIRES,
Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A. 1300 Thomaswood
Drive, Tallahassee, FL 32308
On behalf of QUANTUM PASCO POWER, L.P., MICHAEL TULK, AND
PATRICK DALY.

RACHAEL DZIECHCIARZ AND CHARLES MURPHY, ESQUIRES, Florida
Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida
32399-0850
On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

Advisor to the Florida Public Service Commission.

KEITH HETRICK, ESQUIRE, General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
Florida Public Service Commission General Counsel.

LIST OF ABBREVIATIONS & ACRONYMS

AE/Tierra	Advance Energy and Tierra Resource Consultants
CAGR	Compound Annual Growth Rate
Commission	Florida Public Service Commission
CPP/CC Portfolio	Clean Power Plan/Combined Cycle Portfolio
CPVRR	Cumulative Present Value Revenue Requirement
CTG	Combustion Turbine Generators
DEF	Duke Energy Florida, LLC
DSM	Demand-Side Management
EIA	Energy Information Administration
F.A.C.	Florida Administrative Code
FEECA	Florida Energy Efficiency and Conservation Act
FPL	Florida Power & Light
F.S.	Florida Statutes
GWh	Gigawatt hour
HRSG	Heat Recovery Steam Generator
Intervenors	Michael Tulk, Patrick Daly, and Quantum Pasco Power, L.P.
LFS	Load Forecast Study
Limited Build Portfolio	Limited Build Risk: Shady Hills Portfolio

MW	Megawatt
NEL	Net Energy Load
NO _x	Nitrogen Oxide
NPV	Net Present Value
NYMEX	New York Mercantile Exchange
PPA	Power Purchase Agreement
PV	Photovoltaic
Quantum	Quantum Pasco Power, L.P.
RFP	Request for Proposals
Seminole	Seminole Electric Cooperative, Inc.
Seminole Facility	Seminole Combined Cycle Facility
SGS	Seminole Generating Station
Shady Hills	Shady Hills Energy Center, LLC
Shady Hills Facility	Shady Hills Combined Cycle Facility
STG	Steam Turbine Generator
TECO	Tampa Electric Company

BY THE COMMISSION:

CASE BACKGROUND

On December 21, 2017, Seminole Electric Cooperative, Inc. (Seminole) filed a Petition for Determination of Need for the Seminole Combined Cycle Facility (Seminole Facility) with the Florida Public Service Commission (Commission). On the same day, Seminole and Shady Hills Energy Center, LLC (Shady Hills) also filed a Joint Petition for Determination of Need for the Shady Hills Combined Cycle Facility (Shady Hills Facility) with the Commission.¹ The Seminole Facility is a proposed 1,122 megawatt (MW) (winter capacity) new natural gas fired 2x1 combined cycle generating unit, to be constructed at Seminole's existing Seminole Generating Station (SGS) in Putnam County, Florida. This electrical power plant would use the existing transmission lines and SGS infrastructure. The Shady Hills Facility is a proposed 573 MW (winter capacity) new natural gas fired 1x1 combined cycle facility, to be constructed, owned, and operated by Shady Hills in Shady Hills, Florida, adjacent to the existing Shady Hills electrical power plant. This plant would provide all of its generating capacity to Seminole pursuant to a tolling agreement between Seminole and Shady Hills. The petitions were filed pursuant to Section 403.519, Florida Statutes (F.S.), and Rules 25-22.080, 25-22.081 and 28-106.201, Florida Administrative Code (F.A.C.).

Docket Nos. 20170266-EC and 20170267-EC were consolidated for hearing purposes by Order No. PSC-2018-0018-PCO-EC, issued on January 5, 2018. On January 17, 2018, Michael Tulk and Patrick Daly filed a Motion to Intervene in both dockets. Quantum Pasco Power, L.P. (Quantum) also filed a Motion to Intervene in both dockets on January 17, 2018. On January 24, 2018, Order No. PSC-2018-0062-PCO-EC was issued granting Michael Tulk and Patrick Daly intervention. By Order No. PSC-2018-0063-PCO-EC, also issued on January 24, 2018, Quantum was granted intervention. (Michael Tulk, Patrick Daly, and Quantum Pasco Power, L.P. are collectively referred to as Intervenors.) On March 12, 2018, a prehearing conference was held. The hearing was held on March 21 through 22, 2018.

The proposed facilities are subject to the Florida Electrical Power Plant Siting Act.² Pursuant to Section 403.519(3), F.S., this Commission is the sole forum for the determination of need for an electrical power plant subject to the Electrical Power Plant Siting Act. Section 403.519, F.S., sets forth the matters that this Commission must consider in determining the need for an electrical power plant, and states, in pertinent part:

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

¹Seminole is an electric utility pursuant to 366.02(2), F.S., while Shady Hills is not. In all instances relevant to this docket, it is Seminole's need that is at issue. As such, Seminole primarily conducted the analysis and provided the supporting documentation for the need determination in this docket. Thus, references in this Order to Seminole's positions, arguments, and data are intended to include Shady Hills in its role as a joint petitioner for the need determination for the Shady Hills Facility.

²See Sections 403.501- 403.518, F.S.

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.

This Order pertains to the need determination for the Shady Hills Facility. However, due to the intertwined portfolio chosen by Seminole, and the consolidation of the dockets for purposes of hearing, there are necessarily references to the Seminole Facility throughout this Order.

ANALYSIS AND DECISION

I. Electric System Reliability and Integrity

A. *Positions of the Parties*

1. Seminole

Seminole argues that its gap analysis, used to identify deficiencies between forecasted requirements and current available capacity, shows that it will need 901 MW of generation by the end of 2021 to meet Seminole's members' energy needs and its reserve margin requirements. Seminole further argues that its future capacity need results primarily from the expiration of multiple power purchase agreements (PPAs), and that this need will grow to a total of 1,265 MW in 2022 due to the expiration of an additional PPA and expected load growth. Seminole contends that the construction of the Seminole Facility and Shady Hills Facility will displace higher cost coal-fired generation.

Seminole asserts that its current load forecast is reasonable for the purposes of this proceeding, and that this is evidenced by the significant improvements to Seminole's load forecast – beginning with its 2014 Load Forecast Study (LFS), and continuing through the study that produced the load forecast supporting Seminole's petition in this proceeding, the 2017 LFS. Seminole contends that the improvements to its load forecast models show that it has maintained a reasonable level of forecast error since 2015 through a technique of isolating forecast model error called ex-post analysis.³

In response to the Intervenors' argument that Peninsular Florida reserve margins are projected to be adequate to meet Seminole's need through at least 2026, Seminole argues that it tested the marketplace through a request for proposals (RFP) process, and developed a balanced portfolio that includes capacity resources located within Peninsular Florida. Seminole also argues that the Intervenors can cite to no Commission precedent for the proposition that Seminole must

³Seminole described ex-post forecast error analyses as an "after-the-event" evaluation of model error with observed (actual) explanatory variable data, which removes the error associated with long-term forecasts of weather and economy, thereby allowing insight into model improvements.

rely on excess Peninsular Florida capacity, in lieu of new generation resources, without regard to cost-effectiveness or other relevant considerations such as transmission impacts.

2. Intervenors

The Intervenors argue that Seminole's need forecasts are not reliable, and have been historically biased toward significantly overstating forecast values as compared to actual values observed. The Intervenors maintain that Seminole has consistently and significantly overstated its projected winter and summer peak demand, as well as its net energy for load (NEL), as demonstrated by the Intervenors' forecast error calculations (units and rates) which were based on Seminole's 2005 through 2012 forecasts. The Intervenors assert that Seminole's winter peak forecasting errors five-years out have averaged 1,381 MW (39 percent), which is more than Seminole's projected "Winter Need Gap" of 1,336 MW for 2024. The Intervenors argue that Seminole's current forecasts cannot be used as a basis for supporting Seminole's purported need for the combined capacity of the Seminole Facility and the Shady Hills Facility.

The Intervenors further maintain that, while Seminole's forecasting methodology has been updated, it is at best unproven in any comparison of forecast to actual values. The Intervenors assert that Seminole's load forecasts expose a bias toward overforecasting load requirements three to five years into the future over the last decade, and thus are a cause for "extreme doubt" as to Seminole's need for the Seminole Facility and the Shady Hills Facility for system reliability and integrity. The Intervenors also contend that even if Seminole's need forecasts were accurate, Seminole can more cost-effectively meet the "probably overstated" needs by using PPAs through 2027, as shown by Seminole's No Build Portfolio,⁴ followed by lower cumulative present value revenue requirement (CPVRRs) additions properly evaluated in the mid-2020s. Moreover, the Intervenors assert that Peninsular Florida's reserve margins are projected to be adequate to meet all reliability criteria through at least 2026, without the Seminole Facility or the Shady Hills Facility. The Intervenors argue that the additional flexibility of shorter-term PPAs through the No Build Portfolio will allow Seminole to better match resources with needs.

B. Analysis

1. Seminole's Load Model Forecasting Overview

The load forecasts relied upon by Seminole are aggregates of the forecasts Seminole prepares for each of its nine members, and include forecasts of consumers (i.e. number of customers), winter and summer peak demand, and NEL. Seminole maintains that it creates econometric models to prepare forecasts by using model assumptions that are collected from Seminole's members, government agencies, universities, and third party providers. The annualized load forecasts for the years 2017 through 2027, which were used to support Seminole's petition in this proceeding, appear in Seminole's December 2017 Need Study. In addition to the base forecasts, Seminole includes both high-case and low-case projections of

⁴The Intervenors refer to Seminole's No Build Portfolio (comprised of all PPAs) as the NO BUILD RISK Portfolio.

demand based on the 10th and 90th percentile ranks of temperature distribution that is derived from past temperatures.

Seminole’s forecast of winter peak demand is of particular importance when evaluating its need for the proposed generating plant additions because Seminole is a winter peaking utility. Seminole asserts that its winter peak demand models regress independent variables, with the highest peak during November through March, while the summer peak demand models regress independent variables, with the highest peak during April through September. Seminole’s member-specific winter peak demand models include variables such as: member forecasted consumer growth or population projections; heating degree days interacting with heating end-use equipment/appliance forecasts; load factor; and, in most cases, Seminole’s wholesale electricity price (in real terms).

A key consideration is whether the additional capacity associated with the Seminole Facility and Shady Hills Facility is needed to meet Seminole’s winter peak demand, and if so, when. Below, we consider whether Seminole’s winter peak demand forecast is reasonable prior to evaluating the generation and purchase power aspects of Seminole’s need proposal.

i. History and Forecast of Seminole’s Winter Peak Demand

Presented in Table 1 below is an overview of Seminole’s actual and projected peak demand and NEL requirements for the period 2012 through 2027.

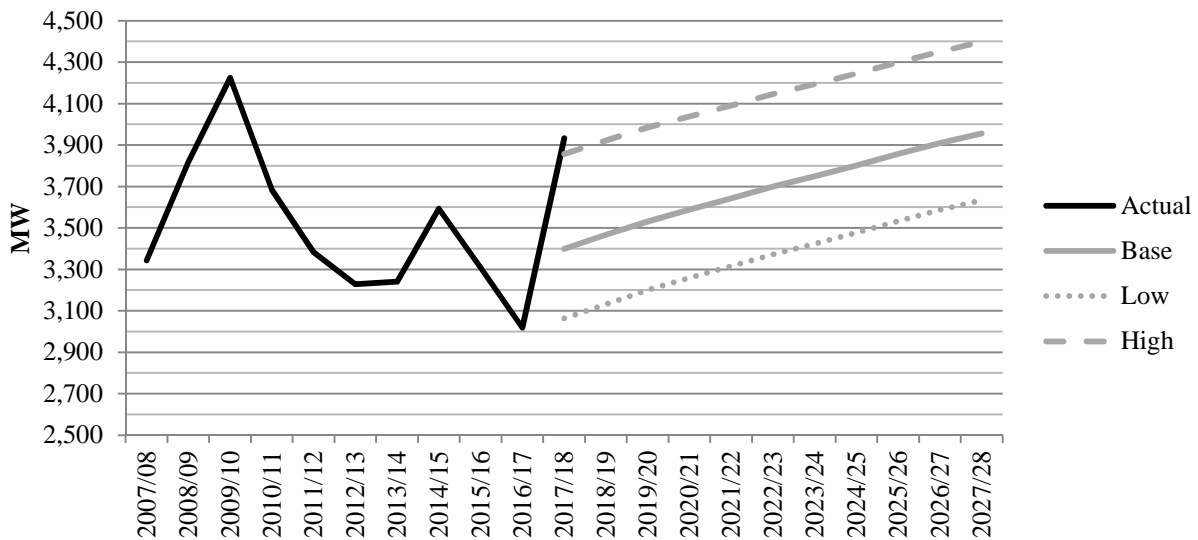
Table 1
Seminole Historical and Projected Peak Demand
and Net Energy for Load Requirements

Year	Winter Peak (MW)	Summer Peak (MW)	Net Energy for Load (GWh)
2012 (actual)	3,229	2,890	13,256
2017 (actual)	3,932	3,114	14,325
2018 (projected)	3,466	3,140	14,601
2022 (projected)	3,699	3,297	15,306
2027 (projected)	3,955	3,516	16,437
Actual Growth (2012-2017)	703	224	1,069
Projected Growth (2018-2022)	233	156	705
Projected Growth (2018-2027)	490	375	1,836
CAGR, 2012-2017*	4.02%	1.50%	1.56%
CAGR, 2018-2022*	1.64%	1.22%	1.19%
CAGR, 2018-2027*	1.48%	1.26%	1.32%
*CAGR = ((Ending Value / Beginning Value) ^ (1/Number of Periods)) – 1			
Note: Growth figures may not compute due to rounding.			

The 2018 through 2022 compound annual growth rates (CAGR) of Seminole’s forecasted winter peak, summer peak, and NEL are less than the actual CAGRs over the recent period of 2012 through 2017. The CAGR of winter-peak requirements for the period of 2012 through 2017 were skewed by a colder-than-projected 2017-2018 winter season. Seminole presented a forecasted 2017-2018 winter peak requirement of 3,398 MW in its December 2017 Need Study, when its actual 2017-2018 winter peak demand was 3,932 MW – an underforecast of 534 MW. Seminole’s winter-peak growth for the 2018 through 2022 period is projected to be approximately 233 MW.

A graphical representation of Seminole’s winter demand beginning in 2007, including actual data showing the 2017-2018 winter, and forecasted data through 2027, with Seminole’s alternative high and low forecasts, is set forth below in Figure 1.

Figure 1
Winter Peak Demand



ii. Seminole’s Historical Load Forecast Error

The Intervenors’ contend that Seminole’s historical winter demand forecast errors indicate an overforecasting bias, and are evidence that Seminole’s current load forecast cannot be used as a basis for establishing a need for either the Seminole Facility or the Shady Hills Facility. Seminole argues that the Intervenors’ assessment of Seminole’s load forecast errors is incorrect for the following reasons:

1. Forecast Process Improvements – Seminole has implemented a series of improvements to its load forecasting process and methodology from 2014 through 2017 that are relevant to this case. Such improvements included: various changes to its end use model; transitioning to forecasting total energy requirements rather than usage per customer using hourly delivery point data; transitioning to “SAS on Windows PC” software in place of “SAS on Mainframe” software for modeling and

forecasting; expanding its weather stations from 8 to 25 while enhancing its weather station selection process; and replacing saturation and efficiency variables with Itron, Inc. energy intensity variables.

2. Incorrect Forecast Error Calculations - Seminole presented a “corrected” analysis of the Intervenor’s calculation of Seminole’s historic forecast errors three, four, and five years out. Seminole’s “corrected” analysis indicated that the error rates were significantly lower than the error rates presented by the Intervenor, albeit still high (e.g., a 21 percent error rate for winter peak demand forecasts five years out, as opposed to 39 percent asserted by the Intervenor).
3. Other Florida Utilities Had High Forecast Errors – Seminole asserts that the Intervenor’s approach yields a similar magnitude of historical forecast errors for Seminole, Duke Energy Florida, LLC (DEF), and Tampa Electric Company (TECO), and that many utilities during the period in question (2005 through 2013) had high forecast errors due to the effects of the Great Recession.
4. Reasonably Low Ex-Post Forecast Errors – Seminole argues that it has been conducting ex-post forecast error analyses of its annual load since 2015. Seminole contends that its 2017 ex-post forecast error analysis ranged from 2.3 to 3.5 percent for the winter demand model, and that such error rates were “reasonably low.”

We reviewed Seminole’s changes to its load model and forecast process. The following model changes were adopted by Seminole beginning in 2015, which were expected to improve Seminole’s winter peak demand model, forecast methodologies, and data accuracy:

- Weather Data – Seminole expanded the number of weather stations from 8 to 25, increased the types of weather data used, and improved its weather station selection methodology to reduce forecast error.
- Load Data – Seminole used hourly delivery point data to model and forecast total energy and demand requirements, rather than continuing to rely upon forecasts of consumer meters, usage per meter, and extrapolated loss and load factors.
- Appliance Saturation and Efficiencies – By joining Itron, Inc.’s Energy Forecasting Group, Seminole enhanced its ability to account for trends in structural changes, end-use appliance saturation, and efficiencies, thereby taking advantage of the latest trends and indices, adapted to Seminole’s member data.
- Forecast Technology – Seminole converted to “SAS on Windows PC” from “SAS on the Mainframe,” which allowed Seminole to include new data and make its modeling and forecasting process more flexible and robust.

These changes in methodology and data are broad-based modifications to the methodology and data used in Seminole’s prior load models and forecasts. The changes appear

to be improvements, offering a higher level of precision, a greater level of detail, and a more flexible and robust forecasting software platform for modeling and forecasting.

We reviewed Seminole's response to the Intervenors' assessment of Seminole's historical load forecast error rate. Seminole's "corrections" to the Intervenors' assessment included the following: (1) the graduated removal of Lee County Electric Cooperative's load forecast data from Seminole's load forecasts shown in the 2005, 2006, and 2007 Ten-Year Site Plans;⁵ (2) the recognition that Seminole's LFSs are prepared in the year prior to the Ten-Year Site Plan in which they appear; and (3) the recognition of the biennial production of load forecast studies before 2008.⁶ We note that the Intervenors neither refuted Seminole's "corrections," nor amended their forecast error analysis to incorporate Seminole's "corrections." Upon review, we find that Seminole's "corrections" appear to be well-supported.

We reviewed Seminole's argument that other utilities with similar size and geographic characteristics also experienced high load forecast errors during the historical forecast period included in the Intervenors' testimony. We agree that the historical load forecast errors for forecasts prepared through 2012 were similarly high for the two other utilities Seminole selected for comparison purposes (DEF and TECO). Seminole argues that, as a point of comparison, many utilities in Florida struggled with load forecast errors beginning with the onset of the Great Recession in 2008. Seminole contends that "the majority of [Seminole's] error was caused by the [G]reat [R]ecession and the onset of federally implemented energy efficiency codes and standards," but Seminole acknowledges that the absence of the load modeling and forecasting enhancements that Seminole adopted later also contributed to the high error rates. Upon review, it may be reasonable to expect that the Great Recession initially had a negative impact on forecast accuracy; however, we find that the record does not contain metrics identifying the specific causes of Seminole's load forecast errors.

Seminole's analysis of its, DEF's, and TECO's comparative load forecast errors does not include a comparison of 2013 load forecast errors.⁷ We note that Seminole continued to report high winter peak demand forecast error rates as late as the 2013 LFS (e.g., 16.9 percent error rate for its forecasts prepared three-years out, which was the 2015-2016 winter season). This is an indication that the issue of high historical load forecast errors for Seminole may not be fully attributed to the impacts of the Great Recession, which ended in approximately June 2009. Based on Seminole's high historical average forecast error rates (overforecasts) contained in Seminole's load forecast studies through 2013, it appears that significant improvements in Seminole's load forecast process and methods were necessary to improve the accuracy of Seminole's load forecasts. As discussed above, Seminole launched a series of changes to its load

⁵Reflects removal of Lee County Electric Cooperative data for forecasts appearing in the 2005-2007 Ten-Year Site Plans for forecast periods beginning in 2008, when reductions in load to that utility became known and recognized.

⁶Seminole's 2005 Ten-Year Site Plan reflects the 2003 LFS; Seminole's 2006 and 2007 Ten-Year Site Plans both reflect the 2005 LFS. Thus, new forecasts were not produced in the 2005 and the 2007 Ten-Year Site Plans.

⁷Seminole provided data through the 2013 Ten-Year Site Plans, but the 2013 Ten-Year Site Plan is based on forecasts prepared in 2012, not 2013, consistent with Seminole's assertion that forecasts are prepared the year prior to the Ten-Year Site Plan in which they appear.

model and forecast process in its 2014, 2015, 2016, and 2017 LFSs designed to improve load forecast accuracy.

We also reviewed Seminole's contention that its load forecast process has resulted in more accurate forecasts. Beginning in 2015, Seminole initiated its ex-post forecast analysis for demand and energy. This analysis is an error-estimating procedure that is based on replacing the original estimated weather and economic data with actual weather and economic data in the forecast model to generate an "after the fact," or ex-post, forecast devoid of weather and economic errors. The difference in the actual demand and the ex-post demand forecast is the remaining error rate, which is meant to be an indicator of the magnitude of the error in Seminole's model. The ex-post forecast error for Seminole's 2017 winter peak demand based on the 2016 LFS (two-years out) was 3.5 percent. Seminole's ex-post forecast for Seminole's 2016 winter peak forecast error (one-year out) was 2.3 percent. Seminole asserts that this level of error rate is reasonably low for a period of one and two years out. However, we note that the error rates of most interest in this proceeding are for the forecasts that are five and six-years out.

We must also examine whether Seminole adequately addressed the high historical forecast errors in its more recent load forecasts. First, we reviewed Seminole's recent ex-ante forecast error, which is forecast error without adjustments for weather and economic data. Seminole's 2014 through 2017 winter demand forecasts, conducted during the period of modeling/forecasting method changes, may or may not produce error rates that would follow the pattern of the overforecasts that came before. In reviewing such error rates, consideration may be given to significant impacts due to weather or other volatile and uncontrollable factors which may have been present. The related ex-ante analysis appears below in Table 2.

Table 2
Seminole Winter Peak Demand Ex-ante Forecast Error Rates,
2011-15 Load Forecast Studies

Actual Winter Peak Demand Period	Actual Demand	Load Forecast Study Year	"3-Years Out" MW	Percent Error	Load Forecast Study Year	"4-Years Out" MW	Percent Error
2014-15	3,593	2012	3,949	9.91%	2011	4,054	12.83%
2015-16	3,307	2013	3,866	16.90%	2012	4,022	21.62%
2016-17	3,018	2014	3,516	16.50%	2013	3,978	31.81%
2017-18	3,932	2015	3,539	-9.99%	2014	3,588	-8.75%

Note: Bolded entries denote results beginning with Seminole's 2014 LFS.

As reflected in Table 2, the three available data points for three and four-year out winter peak demand error since the initiation of load forecast process changes in 2014 were: (1) the three-year out forecast for the 2016-2017 winter season; (2) the three-year out forecast for the 2017-2018 winter season; and (3) the four-year out forecast for the 2017-2018 winter season. Two of these three error rates are negative, indicating underforecasts had occurred, which is not unexpected since winter peak temperatures were lower than normal for the 2017-2018 winter

season. The three-year error rate for 2016-2017 was strongly positive at 16.50 percent, but that occurred in a year when the actual temperatures in January and February of 2017 were very mild (higher than normal). From the available data, these forecast data points suggest Seminole's recent winter peak demand forecasts are less prone to being overforecasts at three and four years out than they were historically.

Next, we reviewed whether Seminole's 2014 through 2017 load forecasts show significant decreases in demand and energy compared to the 2013 load forecasts for the relevant years in this proceeding (i.e., 2021 through 2023). If Seminole's load modeling/forecasting changes were effective in making Seminole's forecast more accurate, the forecast amounts would be expected to decrease significantly, based on Seminole's history of high overforecasts. The related data for Seminole's winter peak demand is shown below in Table 3.

Table 3
Year over Year Percent Change in Winter Peak Demand Forecasts

Load Forecast Study	Winter Season			
	2021-22		2022-23	
	MWs	Percent Change	MWs	Percent Change
2013	4,540	-	4,651	-
2014	3,831	-15.6%	3,887	-16.4%
2015	3,744	-2.3%	3,787	-2.6%
2016	3,750	0.2%	3,803	0.4%
2017	3,643	-2.9%	3,699	-2.7%
2017-2013	-897	-19.8%	-952	-20.5%

The data indicates that significant reductions occurred in Seminole's 2014 winter peak demand forecast relative to Seminole's 2013 winter peak demand forecast, and that additional, albeit smaller, reductions occurred in the 2015 and 2017 winter peak forecasts. The overall reduction in winter peak demand forecasted from Seminole's 2017 LFS for the projected in-service year of the Shady Hills Facility is 897 MW, or 19.8 percent, relative to the forecast from Seminole's 2013 LFS. We have reviewed Seminole's load models and forecast methods, assumptions, data, data sources, statistics, and error rates, and find Seminole's load models and forecasts to be reasonable. We also note that no other alternative load forecasts were presented in this proceeding.

iii. Summary of Load Forecasting

The Intervenors question the accuracy of Seminole's load forecasts because Seminole has historically experienced high load forecast error rates, and contend that its new forecasting methodology and new inputs remain unproven. However, we find the Intervenors are not persuasive based on the following reasons: (1) Seminole's broad-based load modeling and forecasting changes; (2) Seminole's reasonable levels of winter peak demand ex-ante and ex-post forecast errors in recent years; and (3) Seminole's significantly reduced winter peak demand forecasts beginning in 2014 and extending through 2017. Based upon our quantitative and

qualitative review of the record, we find that Seminole's changes to its load modeling/forecasting methods and processes have improved its forecasting accuracy. In sum, we find that Seminole's models and forecasts of customers, winter and summer peak demand, and net energy for load are reasonable for purposes of determining the need for the Seminole Facility and the Shady Hills Facility.

2. Reserve Margin

Seminole avers that it has two principal reliability criteria: (1) a 15 percent reserve margin; and (2) a loss of load probability of one day in ten years. Seminole maintains that its forecasted load and winter peak reserve margin are significant factors that contribute to its asserted need. As shown in Table 4 below, beginning in the 2021/22 timeframe, Seminole's winter reserve margin is expected to be below its 15 percent reserve margin criterion if no capacity is added. The expiration of multiple PPAs will cause a drop of 947 MW in available capacity, and load growth is projected to increase Seminole's winter peak demand by 229 MW by 2023. Seminole asserts that this could leave Seminole's members and member-consumers⁸ at a high risk of service interruptions.

Table 4
Winter Reserve Margin with No Additional Capacity

Year	Capacity Available (MW)	System Firm Peak Demand (MW)	Reserve Margin
2018/19	4,496	3,470	30%
2019/20	4,746	3,537	34%
2020/21	4,595	3,595	28%
2021/22	3,849	3,643	6%
2022/23	3,549	3,699	-4%

Seminole proposes to meet its need with what it has denoted as the Clean Power Plan/Combined Cycle (CPP/CC) Portfolio. As further discussed in Section V below, this portfolio includes adding the Shady Hills Facility in 2021, the Seminole Facility in 2022, retiring one of the two SGS coal units in 2022, and the addition of multiple PPAs. As shown in Table 5 below, Seminole's projected winter reserve margin with the CPP/CC Portfolio is expected to satisfy Seminole's 15 percent reserve margin criterion.

⁸ Member-consumers are Seminole's members' retail customers.

Table 5
CPP/CC Portfolio Winter Reserve Margin

Year	Capacity Available (MW)	System Firm Peak Demand (MW)	Reserve Margin
2018/19	4,496	3,470	30%
2019/20	4,746	3,537	34%
2020/21	4,595	3,595	28%
2021/22	4,200	3,643	15%
2022/23	4,264	3,699	15%

The Intervenors argue that Seminole can meet its need more cost-effectively through 2027 with PPAs. Cost-effectiveness will be addressed in Section V below. The Intervenors also argue that Peninsular Florida reserve margins are projected to be adequate to meet all reliability criteria through at least 2026 without constructing the Seminole Facility or the Shady Hills Facility. However, Seminole argues that the Intervenors can cite to no Commission precedent for the proposition that Seminole must rely on excess Peninsular Florida capacity, in lieu of new generation resources, without regard to cost-effectiveness or other relevant considerations such as transmission impacts. Also, Seminole asserts that approximately 80 percent of Seminole's member load is located in the DEF balancing area, and that having excessive generation resources outside of that balancing area would require wheeling power through multiple areas. Based on the foregoing, we find that Seminole does have a reliability need, and the record demonstrates that the portfolio including the Seminole Facility and the Shady Hills facility will reasonably address this need.

C. Decision

We find that Seminole's models and forecasts of seasonal peak demand and net energy for load through 2027 are reasonable. With the expiration of existing PPAs, we find that Seminole has demonstrated a need for the Shady Hills Facility in 2021 to maintain its system reliability and integrity.

II. Renewable Energy Sources and Technologies or Conservation Measures to Mitigate Need

A. Positions of the Parties

1. Seminole

Seminole argues that as a winter-peaking utility, its highest demand occurs when solar energy is not a viable capacity source. As such, Seminole asserts that additional renewable energy is not reasonably available to mitigate Seminole's need. Seminole also contends that the results of its RFP process show that additional renewable energy resources would not be cost-effective compared to the Seminole Facility or the Shady Hills Facility.

Seminole avers that, as a wholesale supplier of electric energy to its members, it is not directly responsible for demand-side management (DSM) programs, but that its wholesale rate structure provides price signals to its members that encourage conservation. Seminole further asserts that its generating mix already includes reasonably available renewable resources. Seminole notes that it assists its members in evaluating and implementing DSM measures, and that it engaged Advanced Energy and Tierra Resource Consultants (AE/Tierra) to identify potential new conservation programs and evaluate their cost-effectiveness. Seminole states that none of the potential measures evaluated by AE/Tierra satisfied the Rate Impact Measure test. Nevertheless, Seminole included 40 MW (summer) of solar capacity in the selected resource plan.

2. Intervenors

The Intervenors argue that there is more than 3,000 MW of solar generating capacity available to meet Seminole's needs. Further, the Intervenors contend that solar costs and solar-with-storage costs are declining, and that Seminole failed to adequately examine these important options. The Intervenors also assert that there is likely significant additional conservation potential to help mitigate the need for either the Seminole Facility or the Shady Hills Facility. The Intervenors assert that, through 2016, utilities subject to the Florida Energy Efficiency Conservation Act (FEECA) have achieved winter peak demand reductions totaling 17 percent of the Florida Reliability Coordinating Council's projected 2017 firm winter peak demand. The Intervenors maintain that Seminole, by comparison, has achieved 5.8 percent of its firm winter peak as winter-peak demand reductions. Therefore, the Intervenors contend that if such winter-peak demand reductions have been achieved by Florida's FEECA utilities, these reductions are at least reasonably attainable by Seminole and its members.

B. Analysis

1. Renewable Energy Sources and Technologies

Seminole argues that its generation portfolio currently incorporates various renewable generation resources. In terms of winter capacity, biomass facilities account for 13 MW, landfill gas-to-energy facilities for 16.8 MW, and waste-to-energy facilities for 58 MW, in addition to 2.2 MW of summer solar photovoltaic (PV) capacity from the Cooperative Solar facility. A provision in Seminole's Member Wholesale Power Contract gives Seminole's members the flexibility to install distributed renewable generation with capacity amounts up to five percent of each member's three-year average peak demand.

Seminole recently added 40 MW of summer capacity from the Tillman Solar Center, a solar PV facility. When evaluating responses to its March 2016 RFP, Seminole had concerns with the viability of solar capacity sources to offset its winter peak demands. Seminole attests that Coronal, the bidder associated with the Tillman Solar Center, provided the lowest-priced offer, and would honor this price for a project within the 40 MW to 75 MW range. Seminole opted for the 40 MW size to evaluate the effects of a mid-size solar facility on its system.

Seminole argues that, while the renewable resource responses to Seminole's RFP largely consisted of solar facility proposals, a number of non-solar proposals were also received. These covered a wide-range of renewable technologies including landfill gas, waste-to-energy, wind, and battery storage. Seminole noted that it ultimately rejected all of the non-solar proposals because they were not as economical as the traditional generating proposals received. Sedway Consulting, Seminole's contracted independent evaluator, performed a parallel RFP analysis, and the results corroborated Seminole's decisions. We discuss other aspects of the RFP process in Section V below.

Seminole asserts that it received RFP responses totaling approximately 3,000 MW of solar generating capacity. The Intervenor argue that these proposals demonstrate that there are "significant amounts" of renewables reasonably available to Seminole. Through its RFP process, Seminole sought input from the wholesale power markets in identifying viable commercial alternatives to serve the energy demands of its members' systems. Thus, solar and solar-with-storage providers were given an opportunity to compete on equal terms with more traditional generation facilities. As discussed above, Seminole chose a mid-size solar facility to add 40 MW of summer capacity to its system, and Sedway Consulting confirmed its decision.

Seminole further asserts that the cost of solar and solar-with-storage facilities are declining. The Intervenor argue that Seminole should use a portfolio comprised of all PPAs for the next 7-10 years, as this would give Seminole an opportunity to observe whether there are additional improvements in renewable technologies, such as solar-with-storage. We do not find the Intervenor's argument persuasive because Seminole retains the opportunity to observe advances in renewable technology. Based on the forgoing, we find that renewable energy resources are incorporated into Seminole's system planning to the extent reasonably available.

2. Conservation Measures

Seminole asserts that it is a not-for-profit rural electric cooperative organized under Chapter 425, F.S. Seminole is not subject to FEECA's conservation requirements.⁹ Nevertheless, Seminole argues that it has implemented a number of programs within its system that promote the use of DSM or conservation to its members.

Seminole maintains that its wholesale rate structure includes charges that are meant to reflect its cost of supplying power in the aggregate and to encourage energy conservation, for example: (1) a production demand charge during certain months of the year, designed to encourage member conservation during heavy-demand seasons; (2) monthly member demand charges calculated relative to Seminole's peak in that month, discouraging coincident peaking with Seminole; and (3) Time-Of-Use fuel rates, including on-peak/off-peak energy charges meant to encourage members to minimize their systems' energy use during certain times of the day.

Seminole also states that it supplements its wholesale rate structure by administering a coordinated load management demand reduction strategy that provides real-time notification to

⁹See Sections 366.80-366.83 and 403.519, F.S.

its members, signaling when Seminole's monthly peak is expected to occur. Seminole, with its members, also participates in an Energy Efficiency Working Group which was formed in 2008 to coordinate and promote energy conservation and DSM programs. The working group meets at least two times a year, and Seminole argues that its participation facilitates program implementation training, technical assistance, and promotion of consumer educational material with its members. Also, as part of the Energy Efficiency Working Group, Seminole conducts cost-effectiveness studies on proposed DSM and conservation measures, provides this information to its members, and, based on member requests, assists in program implementation. Moreover, as discussed previously, Seminole engaged AE/Tierra to identify additional DSM and conservation measures to mitigate its asserted need, but found none which satisfy the Rate Impact Measure test.

The Intervenors assert that there are likely conservation measures, at least reasonably available to Seminole, to help mitigate the need for either the Seminole Facility or the Shady Hills Facility; and that this is evident when Seminole's winter peak demand reductions are compared to the reductions achieved by Florida's utilities that are subject to FEECA. As discussed above, Seminole is a wholesale provider of electricity, and provides pricing signals to its members to encourage DSM and conservation measures. FEECA utilities, on the other hand, sell directly to retail customers. We find that the differences between Seminole and FEECA utilities likely contribute to the disparity in the effectiveness of conservation measures. As such, we find that this disparity is not, in and of itself, indicative that there are additional conservation measures available to Seminole. Upon review, we find that Seminole currently incorporates a number of conservation measures into its system, and that there are no significant additional conservation measures reasonably available to Seminole which might mitigate the need for the proposed Seminole Facility or the Shady Hills Facility.

C. Decision

Based on the forgoing, we find that there are no renewable energy sources and technologies or conservation measures reasonably available to Seminole which might mitigate the need for the proposed Shady Hills Facility. We also find that renewable energy resources and conservation measures are incorporated into Seminole's system planning to the extent reasonably available, including the recent addition of 40 MW of summer solar PV capacity, and that Seminole provides appropriate price signals to its members to encourage conservation.

III. Adequate Electricity at a Reasonable Cost

A. Positions of the Parties

1. Seminole

Seminole argues that the Shady Hills Facility is a highly efficient combined cycle unit, which yields lower production costs than other options. Seminole also argues that the location of the Shady Hills Facility provides substantial cost benefits by enabling the Shady Hills Facility to share existing infrastructure and operational staffing. Seminole asserts that the results of its RFP and resource planning processes show that the Shady Hills Facility, together with the Seminole

Facility and removing a coal unit from service, is the most cost-effective alternative to meet Seminole's needs, resulting in \$363 million of projected NPV savings. Seminole asserts that the Shady Hills Facility will sell its electric capacity, energy, and ancillary services to Seminole pursuant to a 30-year tolling agreement, beginning on December 1, 2021. Seminole further asserts that the Shady Hills Facility will help satisfy the need for adequate electricity at a reasonable cost.

2. Intervenors

The Intervenors argue that the Shady Hills Facility is not the most cost-effective alternative available to Seminole to meet the needs of Seminole's member-consumers who would ultimately be required to pay nearly \$4.8 billion for power from the Shady Hills Facility pursuant to the 30-year tolling agreement. The Intervenors argue that the proposed Seminole Facility and the proposed Shady Hills Facility would represent uneconomic duplication of generating facilities if constructed. The Intervenors further argue that Seminole's discount rate exceeds its projected inflation rates; therefore, delay in committing to the Seminole Facility and the Shady Hills Facility will benefit Seminole's member-consumers by reducing CPVRRs. The Intervenors also contend that there is a risk that Seminole's escalation or inflation assumptions are wrong, and that this risk should discourage moving forward with the Seminole Facility and the Shady Hills Facility. The Intervenors assert that, even if escalation in capacity costs were exactly equal to Seminole's discount rate, Seminole's member-consumers would still realize \$69 million in savings over the 2018 through 2027 period with the No Build Portfolio.

B. Analysis

As discussed in Section I above, Seminole's asserted capacity need results primarily from the scheduled expiration of PPAs. The cost-effectiveness of the proposed projects is discussed in Section V. Here we evaluate the various economic assumptions made by Seminole associated with the construction of the Shady Hills Facility, and the reasonableness of these assumptions.

1. The Shady Hills Facility

Seminole describes the proposed Shady Hills Facility as a 1x1 combined cycle facility that will use one natural gas fired combustion turbine generator (CTG), one heat recovery steam generator (HRSG), and one steam turbine generator (STG). The Shady Hills Facility will have an output of 573 MW (winter capacity), and have 30 to 35 MWs of duct firing capability for peaking capacity. The facility will tie to a new DEF substation that will connect to the DEF 230 kilovolt high voltage transmission grid in Pasco County, Florida.

Seminole asserts that the Shady Hills Facility will be located on Shady Hills' existing site in Shady Hills, Florida, allowing it to take advantage of existing transmission and water resource infrastructure. This facility is expected to begin commercial operation in December 2021. Seminole avers that the Shady Hills Facility will be supported by a 30-year tolling agreement with Seminole, allowing Seminole to have the right to schedule the dispatch of the plant, provide fuel for such scheduled operation, and receive all of the power produced. Seminole further asserts that it will make fixed payments related to the demonstrated capacity of the Shady Hills

Facility, and make variable payments when the plant is dispatched per Seminole's schedules. Seminole also maintains that the terms of the tolling agreement provide it with security of power supply at a competitive price for 30 years. Seminole maintains that General Electric Energy Financial Services has a long history of developing and investing in combined cycle power plants, and that Seminole is confident in the company's ability to meet the projected milestones and specifications of the Shady Hills Facility. We find that the Shady Hills Facility provides an economic advantage to Seminole's members by locating it at the existing Shady Hills site because the cost of developing a new site will be avoided, and existing infrastructure can be used.

2. Financial Assumptions

Seminole contends that its petitions for a determination of need for the Seminole Facility and the Shady Hills Facility are the result of a multi-stage resource planning process by which Seminole reviewed numerous options to address Seminole's forecasted need for additional capacity. Seminole notes that it used data from Moody's Economic and Consumer Credit Analytics (Moody's Analytics), the Energy Information Administration (EIA), and the University of Florida's Bureau of Economic and Business Research for its forecasting and financial modeling. For its CPVRR calculations, Seminole used a discount rate of 6.0 percent, which Seminole argues represents its cost of capital, and used data from Moody's Analytics for escalation. We note that the Intervenors did not present alternative rates. Upon review, we find that the financial assumptions made by Seminole are reasonable.

3. Fuel Costs

Seminole argues that fuel cost is one of the most significant elements of its economic analysis of generation alternatives in this proceeding. Seminole asserts that its fuel price forecasts are derived from a combination of published market indices, independent price forecasts, and necessary escalators. Seminole noted that the New York Mercantile Exchange (NYMEX) futures forward market prices were used for projecting Henry Hub natural gas prices, and that the EIA's Annual Energy Outlook was referenced for the rate of escalation embedded in deriving the price forecast beyond the availability of forward NYMEX prices. Seminole maintains that the forecast of coal price was based upon the commodity coal prices provided by Energy Research Company, LLC. Seminole further maintains that the projection of fuel transportation and other variable costs related to fuel delivery was updated based on the estimates obtained from L.E. Peabody & Associates, Inc. Seminole avers that these sources of forward energy prices are commonly accepted in the utility industry.

For scenario analysis and resource planning evaluations, Seminole maintains that a statistical based approach was used to develop alternative (i.e., high/low) natural gas price projections. Seminole states that its alternative natural gas price forecasts stem from a statistical confidence interval representing positive/negative one standard deviation around its base case forward curve.

Seminole avers that it used its fuel price forecasts and its alternative natural gas forecasts to prepare its original economic analysis, and that it then used its updated fuel price forecasts, including its updated alternative natural gas forecasts, to prepare the updated economic analysis. Seminole asserts that the use of the updated fuel price forecast, instead of the original one, did not change the preferred resource portfolio. In addition, Seminole maintains that it used its fuel price forecast across all self-build and purchased power alternatives, unless a firm fuel cost was included in an RFP proposal, to ensure fairness in evaluation.

Upon review, we find that Seminole's fuel price forecasts are reasonable for the purpose of economic evaluations of its potential resource options. We note that the Intervenor did not proffer an alternative fuel price forecast in this proceeding, and did not contest Seminole's fuel price forecasts.

4. Environmental Costs

Seminole asserts that the Seminole Facility and the Shady Hills Facility will be designed with technologies that will minimize air emissions. The CTGs will be equipped with dry low-nitrogen oxide (NOx) combustors to control NOx emissions. The HRSGs will be equipped with selective catalytic reduction systems to further reduce NOx emissions. In addition, Seminole maintains that the Seminole Facility and the Shady Hills Facility will minimize greenhouse gas emissions by using clean-burning natural gas, along with the highly efficient combined cycle electric generating technologies.

Seminole asserts that its economic sensitivity analyses include the scenarios of various Carbon Taxes based on the Minnesota Public Utilities Commission's Carbon Tax assumptions of a High, Mid, and Low Carbon Tax starting at \$34.0/ton, \$21.5/ton, and \$9.0/ton, respectively, in 2019 and escalating afterward. Seminole confirms that neither the Carbon Tax assumptions nor the Carbon Tax scenarios established based upon these assumptions were used in any of the other economic sensitivity analyses that were performed in preparation for Seminole's December 2017 Need Study, including the base case. Specifically, Seminole assumes zero Carbon Tax in deriving the portfolio evaluation results presented in its Need Study, the Summary of Updated Economic Analysis. We find that Seminole's Carbon Tax forecasts, including the underlying assumptions and the derived scenarios, are reasonable for the purpose of evaluating the proposed Seminole Facility and Shady Hills Facility resource plan. We note that no other Carbon Tax forecasts were presented in the proceeding, and the Intervenor has not challenged Seminole's assumptions/scenario or its utilization.

C. Decision

Upon review, we find that Seminole's financial, fuel, and environmental cost estimates are reasonable. Accordingly, we find that the Shady Hills Facility would provide adequate electricity at a reasonable cost.

IV. Fuel Diversity and Supply Reliability

A. Positions of the Parties

1. Seminole

Seminole argues that it seeks to maintain a diversified portfolio of owned and purchased generating assets with a variety of fuel types, sources, and delivery options, and that this enables it to manage fuel price stability and reliability. Seminole asserts that the Seminole Facility and the Shady Hills Facility will be solely fueled by natural gas, but will serve to replace expiring PPAs that are predominately natural gas-fired. Seminole maintains that adding dual-fuel capability to these units would not be cost-effective, and is not necessary to maintain fuel supply reliability. Seminole also argues that its decision to maintain the operation of one SGS coal-fired unit will provide continued diversification in its fuel portfolio, and that it is implementing a natural gas transportation plan that will enhance the diversity and reliability of its natural gas supply. Seminole avers that, consistent with past decisions, we should approve this need determination despite projected increases in Seminole's reliance on natural gas-fired generation.

2. Intervenors

The Intervenors argue that Seminole's CPP/CC Portfolio,¹⁰ which includes the proposed Seminole Facility and Shady Hills Facility, and the retirement of a coal plant, will reduce fuel diversity in Seminole's system, and increase Florida's dependence on natural gas as a generating fuel. The Intervenors also note that Seminole can address its capacity and fuel-diversity needs arising from the closing of one of its SGS coal units by acquiring additional PPAs from dual-fueled facilities like the Pasco Power Plant.

B. Analysis

1. Fuel Diversity

Fuel diversity in a generation portfolio helps to mitigate the effects of extreme price fluctuations, supply interruptions, and transportation instabilities. Seminole argues that the Seminole Facility and the Shady Hills Facility are primarily serving to replace Seminole's expiring PPAs, and that retention of one SGS coal unit will preserve Seminole's fuel diversity. Seminole avers that it subscribes to a portfolio-level review for its generating capabilities when evaluating the necessity of backup fuel in its system. We find that this portfolio-level perspective is better suited to evaluate any changes in Seminole's system's fuel mix as a whole. Table 6 below shows the effects of the CPP/CC Portfolio on the percent of Seminole's total winter net capacity generated by its two major fuel sources, natural gas and coal.

¹⁰ The Intervenors refer to Seminole's CPP/CC Portfolio as the MAX RISK Portfolio.

Table 6
Seminole's Fuel Mix Changes

	Units	Winter 2017/2018 (Pre-CPP/CC)	Winter 2022/2023 (Post-CPP/CC)
Natural Gas Fired System Net Capacity	%	67.4	81.5
Coal Fired System Net Capacity	%	29.5	15.6
Note: Numbers may differ slightly due to rounding.			

The Intervenors and Seminole agree that implementation of the CPP/CC Portfolio into Seminole's system will increase Seminole's reliance on natural gas, and we concur.

Nevertheless, Seminole supports its decision not to equip the Seminole Facility with dual-fuel capabilities by citing the Black & Veatch P2021 Single Fuel Facility Analysis. Black & Veatch estimated the cost of adding dual-fuel capability to the Seminole Facility at approximately \$20.3 million, and concluded that "[Seminole] will be adequately served without additional dual fuel capabilities at the portfolio level." However, Black & Veatch appear to draw this conclusion based on analysis of Seminole's system in a hurricane-like scenario, during which electrical transmission and distribution capabilities are also impacted, resulting in reduced load (as opposed to a cold-weather scenario like Seminole has experienced in the past). Retrofitting dual-fuel capability into the Seminole Facility was estimated by Seminole to cost approximately \$37.6 million. Seminole maintains that a similar cost analysis was not performed for the Shady Hills Facility because there are no provisions in the tolling agreement that would obligate Shady Hills to incorporate any future plant alterations for dual-fuel capabilities.

In its P2021 Single Fuel Facility Analysis, Black & Veatch notes that 77 percent of the natural gas combined cycle and combustion turbine units in the Florida Reliability Coordination Council are equipped with dual-fuel capabilities. The Intervenors argue that Seminole should acquire PPAs with such dual-fuel facilities to address Seminole's capacity needs. Upon review, we find that PPAs should be comprehensively evaluated, and that dual-fuel capability should be one of a number of considerations.

Seminole's decision neither to equip the Seminole Facility with dual-fuel capabilities, nor to negotiate for such capability in the Shady Hills Facility, may result in Seminole relying on Florida's other electricity generators to meet its needs during natural gas curtailment events.

2. Fuel Supply Reliability

Seminole argues that the Seminole Facility and the Shady Hills Facility will interconnect with the Florida Gas Transmission pipeline to receive their natural gas supplies. Seminole contends that implementation of Seminole's natural gas transportation plan will improve Seminole's fuel supply reliability. The Intervenors also acknowledge that "a shift toward more natural gas likely does not cause any [supply reliability] issues." Upon review, we find that Seminole's natural gas transportation plan will improve Seminole's fuel supply reliability because the plan includes contracts with four different parties that will diversify Seminole's delivered gas supply. In addition, Seminole plans to finalize contracts that will provide firm

transportation of natural gas from multiple geographical locations over the life of the Seminole Facility and the Shady Hills Facility.

C. Decision

We find that the proposed addition of the Seminole Facility and Shady Hills Facility, coupled with the retirement of one of the SGS coal units, will increase Seminole's natural-gas fired winter capacity from 67.4 percent to 81.5 percent. By not equipping the Seminole Facility or the Shady Hills Facility with dual-fuel capabilities, Seminole may need to rely on Florida's other electricity generators to meet their needs during natural gas curtailment events. As such, Seminole is taking measures to maintain gas supply availability to its natural-gas fired generating facilities

V. Cost Effectiveness

A. Positions of the Parties

1. Seminole

Seminole argues that, although it is not subject to our bid rule,¹¹ it issued a competitive RFP in March 2016 for potential power purchase options to meet its projected capacity needs. Seminole asserts that the results of culling the proposals, along with using modeling tools, led to its selection of the CPP/CC Portfolio, which includes the Shady Hills Facility in 2021, the Seminole Facility in 2022, and the removal of one of the SGS coal units. Seminole maintains that the CPP/CC Portfolio is the least cost portfolio with NPV savings of approximately \$363 million over the study period as compared to the next ranked portfolio. Seminole asserts that an independent evaluation conducted by Sedway Consulting, Inc. confirms that the selected resource plan that includes the Seminole Facility and the Shady Hills Facility is the most cost-effective alternative. Seminole concludes that the CPP/CC Portfolio is the most cost-effective solution for Seminole's asserted need.

2. Intervenors

The Intervenors argue that the CPP/CC Portfolio is not the most cost-effective alternative available to Seminole. The Intervenors assert that the No Build Portfolio, consisting of PPAs, is a more cost-effective alternative. The Intervenors further assert that other resource options will almost certainly be more cost-effective when properly evaluated in light of actual load growth and then-current costs for gas-fired capacity, solar, and solar with storage. The Intervenors contend that because escalation rates are projected to be significantly less than Seminole's discount rate, delay will reduce CPVRRs for Seminole's member-consumers while minimizing customer risks. The Intervenors also maintain that Seminole did not analyze an all-PPA portfolio with removal of one of its coal units, which shows bias in Seminole's analyses in favor of the CPP/CC Portfolio, and shows evidence of imprudence by Seminole. The Intervenors explain that since the CPP/CC Portfolio is not the most cost-effective alternative, no economic need has been

¹¹ See Rule 25-22.082, F.A.C.

demonstrated for the Seminole Facility and the Shady Hills Facility. The Intervenors also assert that the 121 MW of capacity from the facility operated by Quantum offers a viable, competitive option to meet the needs of Seminole's member-consumers.

B. Analysis

1. Initial Proposals

Although not required to do so by our Rules, in an effort to secure the most adequate and cost-effective options for its members, Seminole conducted an RFP, for both a self-build resource at its SGS site and market alternatives. As discussed in Section III above, for the self-build alternative, Seminole retained Black & Veatch to help evaluate numerous power generation technologies as potential future resources, and ultimately selected combined cycle technology. Seminole initiated a power island equipment purchase bidding process, followed by an engineering, procurement, and construction services bidding process, to develop accurate self-build cost estimates which would compete with market alternatives. Seminole states that it evaluated several different technologies from three different vendors: General Electric, Mitsubishi, and Siemens. In February 2016, Seminole issued an RFP to these three vendors, and only General Electric and Mitsubishi responded with compliant bids. Each vendor submitted two proposals: one for a 1x1 configuration and one for a 2x1 configuration. Seminole argues that these four proposals were evaluated along with the market alternatives and, ultimately, General Electric's proposal for the 2x1 configuration was found to be the most economic option. As discussed in Section III, Seminole received a competitive market rate from the original equipment manufacturers and engineering, procurement, and construction companies for the self-build alternative.

Seminole issued an RFP on March 31, 2016, for up to 600 MW starting in June 2021, with needs up to 1,000 MW by June 2022. Seminole's RFP was open to all parties, resulting in over 200 proposals that spread across a wide spectrum of alternatives. Seminole brought together various in-house subject matter experts to evaluate the proposals. Sedway Consulting was also retained by Seminole to provide independent monitoring and evaluation services during Seminole's RFP processes, and to oversee both the self-build and market alternative RFP processes.

Seminole used Planning and Risk and System Optimizer software tools to select which generation/PPAs provided the greatest overall economic value within an entire portfolio with varying combinations of start dates, term lengths, and MW sizes. Seminole asserts that System Optimizer and Planning and Risk are industry-recognized utility tools. According to Seminole, System Optimizer is used to develop an optimal resource mix to satisfy future needs. Seminole maintains that Planning and Risk is a detailed production cost model which commits resources in each hour over the thirty-three year study period from 2018-2051, based on costs and operational constraints. Seminole states that during the process of culling the number of proposals to a manageable shortlist, certain bids were removed from consideration for non-economic reasons such as: transmission availability, fuel accessibility and availability, build and construction risks, technological/commercial risks, environmental factors, credit capabilities, term flexibility, and scheduling flexibility.

We note that Quantum, one of the Intervenors, responded to Seminole's RFP and was included in the shortlist of alternatives, but ultimately was not selected during the evaluation process. Quantum's facility offers 121 MW of capacity, while Seminole's RFP outlined that Seminole was looking for up to 600 MW starting in June 2021, with needs up to 1,000 MW by June 2022. The Intervenors argue that Quantum offers a viable, competitive option to meet Seminole's member-consumers' needs. However, Quantum was included in Seminole's Alternate No Build Risk: All PPA Portfolio, and the record shows that the portfolio including the Quantum facility was approximately \$770 million NPV less cost-effective than the CPP/CC Portfolio over the study period. Therefore, we find that the Intervenors' argument is not persuasive.

According to Seminole, Sedway Consulting's independent evaluation consisted of overseeing both Seminole's self-build and market alternative RFP processes. With the self-build RFP, Sedway Consulting was involved in monitoring and evaluating proposals that included developing a resource that Seminole would own and operate. For the market alternatives RFP, Sedway Consulting reviewed Seminole's RFP process, and performed a parallel and independent economic evaluation of the market alternatives and self-build proposals submitted in response to both of Seminole's RFPs. As with Seminole, Sedway Consulting also considered non-economic factors. For example, proposals from one bidder were removed because the bidder's development efforts were in an early stage, which translated into greater risk and uncertainty associated with the proposed units. Ultimately, Sedway Consulting concluded that Seminole's best option for meeting its long-term capacity needs was a combination of self-build and market alternatives. This included the Seminole Facility and the Shady Hills Facility, as well as a combination of PPAs, and a decision to remove from service one of the SGS coal units. Seminole asserts that its evaluation process was conducted fairly, and that the market alternative proposals and Seminole's self-build resource were evaluated on an equal footing. Upon review, we find that Seminole's analyses of alternatives were thorough.

2. Portfolio Comparison

Based on Seminole's economic and risk evaluation of all available alternatives, four portfolios of generation resources were developed to fulfill its asserted need. Seminole avers that the first scenario that was run through System Optimizer, the SGS 2x1 Portfolio, was created to develop a portfolio for the need starting in winter of 2022 with all resources available. The next portfolio developed, the Limited Build Risk: Shady Hills Portfolio (Limited Build Portfolio), included the construction of only one 1x1 combined cycle unit. The third portfolio developed, the No Build Portfolio, consisted of only PPAs. The final portfolio developed, the CPP/CC Portfolio, took into account the removal of one coal unit from service, the construction of two combined cycle units, and the use of PPAs. Seminole asserts that the removal of a coal unit from service for the CPP/CC Portfolio was evaluated for cost-effectiveness due to regulatory uncertainty and the long-term economics of coal-fired generation. Based on the record, the CPP/CC Portfolio, containing the Seminole Facility and the Shady Hills Facility, was approximately \$363 million, in NPV revenue requirement terms, less expensive than the next least cost portfolio over the study period. The record indicates that each portfolio also contained generic combined cycle and combustion turbine units in later years to backfill as PPAs expired.

Table 7 below shows a comparison of the generation resources in each of Seminole’s portfolios, beginning in 2021.

**Table 7
 Portfolios**

Year	SGS 2x1	Limited Build	No Build	CPP/CC
2021	Multiple PPAs	Shady Hills Facility Multiple PPAs	Multiple PPAs	Shady Hills Facility Multiple PPAs
2022	Seminole Facility			Seminole Facility Retire SGS Unit
2023				
2024		Additional PPA	Additional PPA	Additional PPA
2025				
2026				
2027+	Generic CCs/CTs	Generic CCs/CTs	Generic CCs/CTs	Generic CCs/CTs

3. SGS Coal Unit Removal

Seminole argues that due to regulatory uncertainty and the long-term economics of coal-fired generation, it decided to remove one of its 664 MW SGS coal units from service as part of its CPP/CC Portfolio.¹² Seminole asserts that the cost of maintaining and operating coal units make such units a less attractive option, given the high efficiencies of combined cycle generation and low natural gas price projections. Seminole asserts that coal-fired resources are fairly inflexible in some aspects, for example, their inability to be shut down at night and to be started back up in the morning. Upon review, we find Seminole to be persuasive on this point.

The Intervenors assert that Seminole did not evaluate an all-PPA portfolio with removal of a coal unit. While this is true, we note that all three remaining portfolios proposed by Seminole did not include the removal of a coal unit from the analyses, and there is no requirement to do so. Additionally, as later shown in Table 8, the No Build Portfolio advanced by the Intervenors is the most expensive alternative over the study period.

4. Board of Trustees’ Decision

Seminole is owned by its members and governed by a Board of Trustees. Each of Seminole’s members has two voting representatives and one alternate representative on the Board of Trustees. Seminole’s Board of Trustees unanimously deemed the CPP/CC Portfolio, which includes both the Seminole Facility and the Shady Hills Facility, to be the best portfolio overall to meet Seminole’s members’ needs over the study period. Seminole’s Board of Trustees also made a determination that the No Build Portfolio is not a portfolio they wished to pursue based on reliability and overall cost.

¹² We note that this docket was not initiated for approval of the removal of one of Seminole’s coal units.

5. Economic Analyses

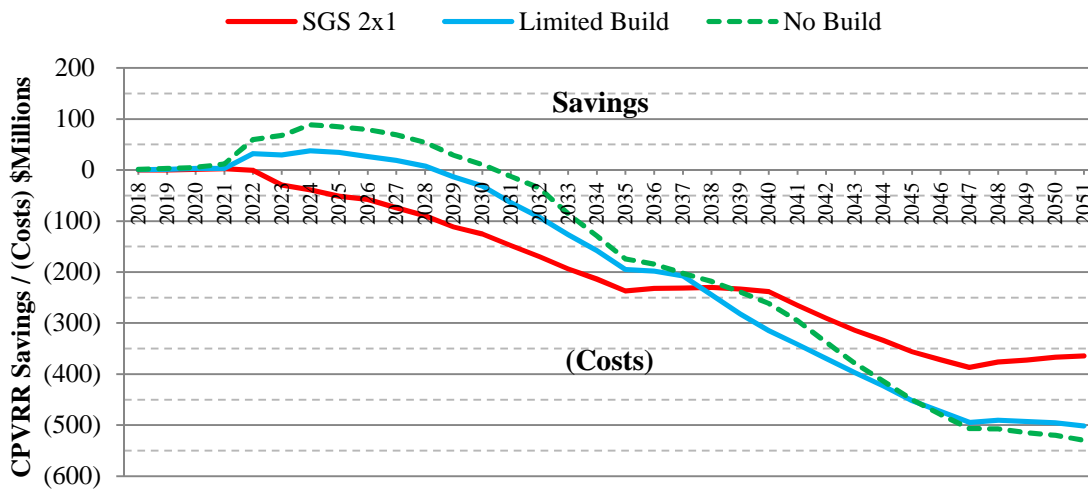
As previously discussed, Seminole's RFP process resulted in four combinations of portfolios for evaluation. Because these portfolios represent the least cost alternatives based on Seminole's economic analyses, we find that these portfolios represent reasonable alternative scenarios for cost-effectively meeting the needs of Seminole's members over the study period. Seminole's annual revenue requirement analysis provides the total cost for each portfolio over the study period from 2018 through 2051. The total cost associated with each portfolio is set forth in Table 8 below.

Table 8
Total Revenue Requirements (\$million NPV)

Portfolio	Total	Difference from the CPP/CC Portfolio
SGS 2x1 Portfolio	20,982	(363)
Limited Build Portfolio	21,120	(502)
No Build Portfolio	21,148	(530)
CPP/CC Portfolio	20,618	-
Note: Numbers may differ slightly due to rounding.		

As shown in Table 8 above, the CPP/CC Portfolio, which includes both the Seminole Facility and the Shady Hills Facility, is the least cost portfolio, and is approximately \$363 million less expensive than the SGS 2x1 Portfolio, the next least cost portfolio. We note that the SGS 2x1 Portfolio and the Limited Build Portfolio, each including both SGS coal units, are also more cost-effective than the No Build Portfolio over the study period. Due to regulatory uncertainty and the long-term economics of coal-fired generation, Seminole decided to consider a portfolio with removal of one of the coal units, the CPP/CC Portfolio. With the coal unit removed, the portfolio including the Seminole Facility and the Shady Hills Facility was identified as the most cost-effective portfolio over the study period via System Optimizer. Figure 2 below illustrates CPVRR savings and costs for each portfolio as compared to the CPP/CC Portfolio.

Figure 2
Annual CPVRR Comparison to the CPP/CC Portfolio



The No Build Portfolio is estimated to produce CPVRR savings through 2031. However, the No Build Portfolio is expected to be over \$500 million CPVRR more expensive than the CPP/CC Portfolio over the study period. The next least cost portfolio over the study period is the SGS 2x1 Portfolio.

The Intervenor's argue that the CPP/CC Portfolio is not the most cost-effective alternative available to Seminole, and that delaying the Seminole Facility or the Shady Hills Facility will reduce CPVRRs to customers. Seminole asserts that the No Build Portfolio is the least cost portfolio over approximately the first seven years of the study period. Seminole further asserts that it evaluated both the total revenue requirements for a period of 2018 through 2051, as well as a period of 2018 through 2027, and determined that the CPP/CC Portfolio was the most cost-effective, risk-managed resource plan for both periods. Although the No Build Portfolio has NPV savings of approximately \$69 million in the 2018 through 2027 time period when compared to the CPP/CC Portfolio, we do not find the Intervenor's argument to be persuasive because the No Build Portfolio has the additional risk and uncertainty associated with having to go back into the market for replacement resources as the PPAs expire. The No Build Portfolio also has potential additional transmission costs and risks associated with having to transfer energy through multiple areas for Seminole's member load.

Seminole asserts that it is an industry-standard practice to evaluate new generation facilities over a reasonable life expectancy, and that most natural gas generating facilities have a life of 30 plus years. Because Seminole evaluated new generation facilities (both owned and PPAs), we find that it is appropriate to have a study period that would cover the life expectancy of these units. Seminole stated that traditionally, revenue requirements for cooperative-owned generation decline over the life of the facility, whereas PPA pricing is usually flat or even escalating. The Intervenor's assert that delaying the in-service dates of the Seminole Facility and the tolling agreement for the Shady Hills Facility will improve the CPVRR and rate impacts to customers. However, Seminole contends that it is choosing not to delay the Seminole Facility and fulfill its needs with PPAs during the first ten years of the study period because it received a

competitive market rate from the original equipment manufacturers and engineering, procurement and construction companies to build the Seminole Facility in the 2022 timeframe. Seminole suggests that there is uncertainty whether the same cost would be available in another seven to ten years. Seminole notes that if building either of the facilities were delayed until later in the study period, such delay would not reduce the CPVRR of payments from customers. Seminole also noted that the No Build Portfolio includes generic combustion turbine units as backfill units as PPAs expire, using Seminole's two percent escalation rate, which is more costly over the study period.

We do not find the Intervenor's argument in favor of a short term approach to be persuasive. This viewpoint would favor building a less efficient combustion turbine facility over a more efficient combined cycle facility since the former is initially less expensive and quicker to build. Upon review, we find that the CPP/CC Portfolio, containing the Seminole Facility and the Shady Hills Facility, is the most cost-effective portfolio over the study period; accordingly, we find that the Seminole Facility and the Shady Hills Facility are the best alternatives to reliably meet Seminole's members' and member-consumers' needs.

C. Decision

The proposed CPP/CC Portfolio, containing both the Seminole Facility and the Shady Hills Facility is expected to result in NPV savings of approximately \$363 million in comparison to the next least cost portfolio over the study period. Therefore, we find that the Shady Hills Facility will provide Seminole's members with the most cost-effective alternative available.

VI. Alternative Scenarios

A. Positions of the Parties

1. Seminole

Seminole asserts that it reviewed over 200 proposals in response to its RFP, and developed reasonable portfolios for evaluation. Seminole argues that when removing a coal unit was assumed in Seminole's economic analyses, the Planning and Risk and System Optimizer software tools identified the construction of new units as components of portfolios deemed potentially cost-effective. Similarly, based upon its independent analysis, Sedway Consulting identified new units as components of the most cost-effective plan.

Seminole argues that there is no basis to suggest that an all-PPA portfolio advocated by the Intervenor would be cost-effective under any scenario, whether or not a coal unit is assumed to be taken out of service. Seminole further argues that an all-PPA Portfolio would force Seminole to rely on PPA sources in balancing areas where the power is not needed to serve Seminole's load, thereby requiring Seminole to wheel the power to a different balancing area. Seminole argues that this would increase costs and raise reliability concerns given the fact that Seminole is a transmission-dependent wholesale provider.

2. Intervenors

The Intervenors argue that Seminole did not accurately or appropriately evaluate all reasonable alternative power supply options for meeting the needs of its members and the member-consumers who depend on Seminole. The Intervenors further argue that Seminole used inflation rates (which reflect annual increases in costs to build new facilities) that are below Seminole's cost of borrowing (reflected in its discount rate of six percent). The Intervenors contend that delay will improve the CPVRRs, thus delaying the need for the Seminole Facility and the Shady Hills Facility. The Intervenors assert that even when Seminole's own analyses showed that the No Build Portfolio would save approximately \$136 Million in CPVRR from 2018 through 2027, Seminole neither attempted to negotiate for later in-service dates for the Seminole Facility or Shady Hills Facility, nor did it consider other available alternatives.

B. Analysis

As discussed in Section V above, Seminole solicited RFPs for both self-build and market alternatives for its capacity need. Seminole's subject matter experts and its independent evaluator, Sedway Consulting, assessed and culled the responses, and used modeling tools to further weigh alternatives. Seminole concluded that the CPP/CC Portfolio, including both the Seminole Facility and the Shady Hills Facility, was the best portfolio to meet Seminole's needs. We find that the portfolios presented were reasonable, and were evaluated over the relevant planning horizon.

C. Decision

Seminole solicited RFPs to fulfill its capacity need and engaged an independent evaluator to ensure that it selected the best overall alternatives. Upon review, we find that Seminole accurately and appropriately evaluated reasonable alternative scenarios for cost-effectively meeting the needs of its customers over the relevant planning horizon.

VII. Determination of Need for the Proposed Shady Hills Facility

A. Positions of the Parties

1. Seminole

Seminole argues that, for the reasons discussed in Sections I-VI above, we should grant the petitions for a determination of need for the Seminole Facility and the Shady Hills Facility. Seminole contends that the analyses presented demonstrate that these two facilities are needed to meet the electrical demands of Seminole and its members, and that Seminole has satisfied all of the criteria set forth in Section 403.519, F.S. Seminole asserts that the Seminole Facility and the Shady Hills Facility are part of a resource plan that will ensure that it can meet its members' needs at a reasonable cost. Seminole avers that the results of the RFP and resource planning processes demonstrate that the selected plan is the most cost-effective, risk-managed alternative. Seminole further asserts that both it and its members employ reasonably available renewable

resources and conservation programs; however, a significant capacity need remains, and the selected resource plan is the least-cost alternative to meet that need.

Seminole avers that non-approval of their petitions would deny Seminole's members and member-consumers the most cost-effective, risk managed power supply solution, and Seminole's reserve margin would fall below its 15 percent minimum reserve level in 2021. Seminole contends that the adverse impact of denying the Seminole Facility and Shady Hills Facility would be \$530 million of additional NPV revenue requirements, without consideration of transmission impacts, as well as continuation of service of the coal unit. Seminole states that if only the Shady Hills Facility is denied, the impact would be approximately \$363 million of additional NPV revenue requirements, along with the continuation of service of the coal unit.

2. Intervenors

The Intervenors argue that Seminole has not credibly demonstrated that it has either a reliability need or an economic need for the proposed CPP/CC Portfolio, which includes the Seminole Facility and Shady Hills Facility. The Intervenors aver that Seminole's load forecasts are unproven and questionable, and that the No Build Portfolio is the more cost-effective alternative for meeting Seminole's member-consumers' needs. The Intervenors also assert that adding the capacity represented by the Seminole Facility and the Shady Hills Facility will uneconomically duplicate capacity. The Intervenors contend that even if Seminole's load forecasts were assumed to be accurate, the CPP/CC Portfolio is not the most cost-effective alternative available, and would reduce fuel diversity. The Intervenors assert that Seminole's proposals would unnecessarily impose \$13 billion in cost risk to its customers, and that we should deny both of Seminole's petitions for the Seminole Facility and the Shady Hills Facility.

B. Analysis

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.

As discussed in Sections I-VI above, and summarized below, the record supports an overall need for the Shady Hills Facility in 2021.

- Seminole has demonstrated that it has a system need for capacity additions beginning in 2021 to meet its 15 percent reserve margin criterion.
- No cost-effective DSM or renewable resources have been identified that could mitigate the need for the Shady Hills Facility.

- The Shady Hills Facility is expected to provide adequate electricity at a reasonable cost to Seminole's members and member-consumers.
- The Seminole Facility, the Shady Hills Facility, and the retirement of one of the SGS coal units will increase Seminole's reliance on natural gas.
- The CPP/CC Portfolio containing the Shady Hills Facility is expected to result in NPV savings of approximately \$363 million in comparison to the next least cost portfolio and, therefore, is the most cost-effective alternative.

C. Decision

Upon review, we shall grant Seminole's petition to determine the need for the proposed Shady Hills Facility. This Order constitutes our final agency action and report as required by Section 403.507(4)(a), F.S., and as provided for in Section 403.519, F.S. We note that 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.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that there is a need for the Shady Hills Facility in 2021. It is further

ORDERED that for the reasons set forth in the body of this Order, Seminole Electric Cooperative, Inc.'s and Shady Hills Energy Center, LLC's Joint Petition for a Determination of Need for the Shady Hills Combined Cycle Facility is hereby granted. It is further

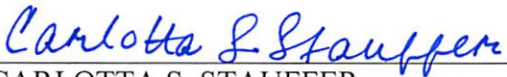
ORDERED that this docket shall be closed after the time for filing an appeal has run.

ORDER NO. PSC-2018-0263-FOF-EC

DOCKET NO. 20170267-EC

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By ORDER of the Florida Public Service Commission this 25th day of May, 2018.



CARLOTTA S. STAUFFER

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.

RD

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 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.

PASCO COUNTY, FL



**AGENCY REPORT
SHADY HILLS COMBINED CYCLE FACILITY**

PA18-59

**AUGUST 31, 2018
(AMENDED SEPTEMBER 10, 2018)**

In accordance with Section 403.507, Florida Statutes, Pasco County (Pasco County or County) hereby presents its Agency Report related to the certification of the site and associated facilities proposed to be located in Pasco County in connection with the application filed by Shady Hills Energy Company, LLC (Licensee). The County represents that there are no County non-procedural requirements not specifically listed in the Site Certification Application, as amended, from which a variance, exemption, exception, or other relief is necessary in order for the proposed site and associated facilities to be certified, other than the approval of an alternative standard related to fire protection in Condition 7.D. below, authorized under Section 407.5 of the Pasco County Land Development Code (LDC).

Based on a review of the Site Certification Application (SCA) and Preliminary Site Plan (PSP) materials, the County recommends approval of the certification of the site and associated facilities, and finds the Certified Facility, including associated facilities proposed, to be consistent with applicable County ordinances, regulations, standards or criteria, subject to the following conditions, which conditions shall be binding on the Licensee, any owner of the site property, or their assigns:

1. Utilities Service Agreement Condition

Provision of the Certified Facility’s potable water, emergency potable water, reclaimed water, sanitary sewer services, and interconnections for the Certified Facility shall be pursuant to the Utilities Service Agreement between Pasco County and Shady Hills Energy Center, LLC, (USA), approved by the Pasco County Board of County Commissioners on September 4, 2018, and all the agreements referenced and incorporated therein, including amendments thereto, included as “Exhibit 1”.

2. Solid Waste Disposal Conditions

- A. The Licensee shall comply with all applicable non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the Certified Facility and Temporary Construction Parking and Laydown Area during construction, operation, maintenance, and closure.
- B. Pasco County's Solid Waste Resource Recovery Facility (RRF), located adjacent to the Certified Facility, is not required to accept any solid wastes generated by the Certified Facility’s reclaimed water treatment systems not meeting Pasco County’s definition of "processable waste" under Section 90-27, Pasco County Code of Ordinances.

3. Interconnection Tie-Line Conditions

- A. Pasco County intends to grant a 100-foot-wide Right-of-Way (ROW) easement to Licensee for construction and operation of a 0.6-mile-long interconnection tie-line.
 - i. The 100-foot-wide ROW will be located within the 200-foot-wide, approximately 0.6-mile-long corridor addressed in the SCA and will be part of the Certified Site.

- ii. For a distance of 1,000 linear feet to the west of the eastern boundary of the interconnection tie-line corridor, the ROW easement shall be located on the southern half of the corridor unless otherwise mutually agreed upon by Licensee and Pasco County, or if geotechnical, physical, cultural resource, or ecological constraints prevent installation of the interconnection tie-line within that area.
 - iii. For a distance of 150 linear feet to the east and 150 linear feet to the west from the center of the existing weigh station located at the entrance to the Pasco County RRF, the ROW easement shall be located on the northern half of the corridor unless otherwise mutually agreed upon by Licensee and Pasco County or if geotechnical, physical, cultural resource, or ecological constraints would prevent installation of the interconnection tie-line within that area.
 - iv. The Licensee will determine the location of the remainder of the length of the ROW within the 200-foot-wide corridor and provide the final routing of the interconnection tie-line to the County as a post-certification submittal after Licensee's engineers finalize the tie-line route.
- B. Licensee may not trim or remove trees outside of the 100-foot ROW unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under 18 C.F.R. Part 40, Mandatory Reliability Standards for the Bulk-Power System, including North American Electric Reliability Corporation (NERC) Electric Reliability Standard FAC-003-3, Transmission Vegetation Management (or subsequent version).
- i. Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) 300A 2001, as amended.
 - ii. Licensee must provide notification (by email) to the County Administrator at least three (3) business days prior to removal of trees eighteen (18) inches diameter at breast height (dbh) and larger.
- C. Within the 200-foot-wide interconnection tie-line corridor, Licensee is prohibited from erecting any poles or placing any guy wires closer than one hundred (100) feet to the east of the eastern edge of the existing access road to the RRF and one hundred (100) feet to the west of the western edge of the existing access road at the entrance to the adjacent Pasco County RRF.
- D. Except within 300 feet of the Duke Energy Florida LLC's transmission line corridor, Licensee shall place and maintain the overhead interconnection electrical power lines within the 100-foot ROW a minimum vertical distance (height) of forty (40) feet above finished grade or roadways, measured from the lowest point (typically mid-span) of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below.

4. Special Exception Approval

- A. Except as otherwise provided herein, Licensee shall comply with the non-procedural requirements of Pasco County's Special Exception approval issued for the Certified Facility on January 10, 2018 and corrected on September 6, 2018, included as "Exhibit 2", including any subsequent amendments thereto.
- B. Licensee is authorized to access the Temporary Construction Parking and Laydown Area and the Certified Facility via Softwind Lane for the duration of the construction until Licensee completes construction of the Certified Facility and the construction trailers have been removed. Access via Softwind Lane to the Certified Facility is prohibited after removal of all the construction trailers. [Agreement between Pasco County and Licensee.]
- C. Licensee is authorized to access the Certified Facility via Hays Road, Hudson Avenue, and Merchant Energy Way. An access-management analysis is not required to be submitted by the applicant. However, access-management land development code requirements may be reviewed as part of the final construction plan review process. [LDC 901.3].

5. Site Plan Approval Conditions

- A. *On-Site Copy*: Licensee shall maintain a copy of these conditions of certification, as amended from time to time, on site during construction and operation and made available to Pasco County representatives upon request. Licensee shall maintain the conditions of certification copy, and include the final construction plans in 5.B. below, in a weatherproof container, clearly visible from the right-of-way and available to Pasco County representatives at all reasonable times until completion of construction in compliance with Section 18-44, Pasco County Code of Ordinances. [Section 18-44, Pasco County Code of Ordinances.]
- B. *Construction Plans*:
 - i. As a post-certification review submittal under Rule 62-17.191, F.A.C., Licensee shall submit final construction plans for the Certified Facility to Pasco County, in accordance with Pasco County LDC 403.5 (Final Construction Plan), confirming that all infrastructure and improvements associated with buildings and structures that are not part of the power-generating system will be installed in conformance with the non-procedural requirements of the Pasco County LDC, including the following: the warehouse and administrative building, parking facility, landscaping and buffers, and stormwater management systems. [Rule 62-17.191(1), F.A.C.]
 - ii. Pasco County must request any additional information needed to complete its review of the Final Construction Plan within twenty-one (21) working days after receipt. The information required shall be equivalent to that which would be

submitted for final construction permits required by Pasco County in the absence of certification to make the submittal both sufficient and complete. A failure by Pasco County to request additional information within twenty-one (21) working days after Licensee submits the requested information or responds to a request for additional information shall constitute a finding of completeness. For any changes that are substantial, these changes will be reviewed under the procedures in Condition 5.B. above. [Rule 62-17.191(1)(b), (1)(c)1., (1)(c)2., F.A.C.]

- iii. Licensee shall respond to any timely requests for additional information within fourteen (14) calendar days, unless a longer time is mutually agreed to between Pasco County and Licensee. [Agreement between Licensee and Pasco County.]
- iv. Within twenty-five (25) working days after a finding of completeness under subparagraph (ii) above, Pasco County shall notify the Department and Licensee in writing of its assessment of whether the Final Construction Plan, as supplemented, is in compliance with the non-procedural requirements of the Pasco County LDC. If Pasco County determines that the Final Construction Plan is not in compliance with non-procedural requirements of the Pasco County LDC, Pasco County shall notify Licensee, and suggest corrective measures with particularity. [Rule 62-17.191(1)(c)3., F.A.C.]
- v. Licensee's submittal and Pasco County's positive determination of compliance must occur prior to display of the Final Construction Plan required under Condition 5.A. above. Display of the Final Construction Plan following the County's positive determination of compliance must occur prior to commencement of construction of non-power-generating system components of the Certified Facility.
- vi. Failure of Pasco County to notify Licensee in writing of its compliance assessment within twenty-five (25) working days after a finding of completeness under subparagraph (ii) above shall constitute a positive finding of compliance and Licensee is authorized to display the Final Construction Plan as required under Condition 5.A. above and, following that display, to begin construction of the non-power-generating system components of the Certified Facility, pursuant to the conditions of certification and the Final Construction Plan submittal. [Rule 62-17.191(1)(c)4., F.A.C.]
- vii. Neither the Final Construction Plan submittal nor the associated compliance determination provide a point of entry for a third party. [Rule 62-17.191(1)(a), F.A.C.]
- viii. Because Licensee's Final Construction Plan submittal is associated only with non-power-generating system components of the Certified Facility, this submittal and Pasco County's compliance review shall not affect Licensee's authority to commence construction of the power generating system equipment and associated structures within the Certified Facility. [Section 403.511, F.S.]

- ix. For any subsequent changes to the Final Construction Plan considered to be non-substantial under LDC 403.9, the Pasco County Administrator, or their designee, has the authority to review and confirm compliance without following the procedures established in Condition 5.B. For any changes that are substantial, these changes will be reviewed under the procedures in Condition 5.B. above. [LDC 403.9.B.]

- C. *Commencement of Construction:* Licensee shall notify the Pasco County Engineering Services Department, Project Management Division at least five (5) working days prior to commencing construction of the Certified Facility. [LDC 390.2.A.]

- D. *Pasco County Right-of-Way:* All construction within a Pasco County right-of-way must be conducted in accordance with the Pasco County LDC 406.5. Licensee shall notify Pasco County prior to commencement of construction in a County right-of-way. Licensee shall ensure that any improvements installed in rights-of-way are constructed in compliance with applicable Pasco County standards. Licensee shall install signs and markings for construction within a County right-of-way pursuant to applicable County and Florida Department of Transportation (DOT) standards as referenced in the Pasco County LDC. [LDC 406.5.]

- E. *Building Permit:* Licensee shall comply with the applicable provisions of the Florida Building Code adopted by the Florida Building Commission under Section 553.73, Florida Statutes, when constructing the administrative building and warehouse. Licensee shall submit information about the administrative building and warehouse as a post-certification submittal using the Pasco County building permit application form. Upon completion of construction, Licensee shall coordinate with building inspectors from Pasco County to ensure that the administrative building and warehouse meet the applicable Florida Building Code. Prior to or at the time of the inspection, Licensee shall pay the applicable building permit fee for construction of the administrative building and warehouse pursuant to Pasco County LDC 406.4 and Section 18-40, Pasco County Code of Ordinances. [LDC 406.4; Section 18-40, Pasco County Code of Ordinances.]

- F. *Other Impact Fees and Special Assessments:* Prior to commencement of construction, Licensee shall pay a one-time fire combat and rescue impact fee in accordance with LDC 1302.6, a one-time mobility and administration fee in accordance with LDC 1302.2, and an initial solid waste assessment in accordance with Section 90-105, Pasco County Code of Ordinances. [LDC 1302.6; LDC 1302.2; Section 90-105, Pasco County Code of Ordinances.]

- G. *Proposed Signs:* If Licensee proposes a sign at the entrance to the Certified Facility in the future, Licensee must submit design plans to Pasco County as a post-certification submittal to confirm consistency with LDC 406.1. [LDC 406.1.]

6. Design Standards

- A. All roads, drainage, and utilities shall be constructed in accordance with County design standards and tested in compliance with the Pasco County Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (October, 2006). [LDC 310.14.B.]
- B. Prior to occupancy, Licensee's architect or engineer must submit a certification that the site has been designed and constructed in accordance with the Americans with Disabilities Act, as a post-certification submittal. [Agreement between Licensee and County.]

7. Fire Protection and Access Management

- A. Licensee shall provide fire protection in compliance with the Pasco County LDC 904.3, except as set forth in Condition 7.D. [LDC 904.3.]
- B. Licensee shall confirm the locations of all fire hydrants proposed for the Certified Facility as part of the construction plans being submitted post-certification. The hydrant spacing shall comply with Florida Fire Protection Code (FFPC) 6th Edition, Section 1:18.5.3. Specifically, the maximum distance to a fire hydrant from the closest point on the warehouse and administrative building shall not exceed 400 feet. [LDC 904.2, adopting FFPC.]
- C. Licensee shall provide for and maintain at all times clearances of five (5) feet in front of and to the sides of all fire hydrants. Where required by Pasco County, fire hydrants subject to vehicular damage shall be protected. [FFPC 6th Edition Sections 1:18.5.7.2 and 1:18.5.8.]
- D. Licensee shall follow Chapter 16 of NFPA Code 850 (2015), Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations, during construction of the Certified Facility, in lieu of LDC 904 or Chapter 16 of NFPA Code 1 (2018). Upon completion of construction, the Certified Facility will comply with LDC 904.3. [Licensee has requested this alternative standard in lieu of LDC 904 or NFPA Code 1 during construction of the Certified Facility. Per LDC 407.5, the County has the authority to approve alternative standards to satisfy the requirements of its Code. The County confirms its approval, per the requirements of LDC 407.5.B, for Licensee to follow NFPA Code 850 for fire protection during construction, rather than LDC 904 or NFPA Code 1.]
- E. Licensee shall provide a final Fire Truck wheel tracking diagram showing circulation throughout the site as part of the construction plans being submitted post-certification. (Pasco County requirement is tracking based on 240" wheelbase fire truck). [FFPC 6th Edition Section 1:18.2.3.4.3.1.]

- F. Licensee shall install and maintain a siren operating system or a 3M Opticom™ system for emergency access at each gated entrance to the Certified Facility. [FFPC 6th Edition Section 1:18.2.2.2.]

8. Stormwater Management

- A. Prior to any construction activity, the developer shall ensure that the applicable erosion and sediment control measures are in place for the Certified Site, the Temporary Construction Parking and Laydown Area, and the interconnection tie-line. At least two days prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall notify the Pasco County Stormwater Management Division and shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. [LDC 902.1.D.]
- B. If dewatering is needed during construction of the Certified Facility, Licensee shall provide a Dewatering Plan pursuant to Pasco County LDC 902.2 to the Pasco County Engineering Inspections Department, prior to undertaking the dewatering activities, as a post-certification submittal. [LDC 902.2.]
- C. Prior to commencing construction, Licensee shall pay the standard fee for the County's nonresidential sediment and erosion control inspections during three phases of each of the four proposed erosion sediment control (stormwater management) plans (one for the Temporary Construction Parking and Laydown Area; one for construction of the Certified Site; one for operation of the Certified Site; and one for construction of the interconnection tie-line). [LDC 902.1.F and Pasco County Resolution 18-73.]

9. Geotechnical Engineering

- A. As a post-certification submittal and prior to commencement of construction of each foundation, Licensee shall provide a final Geotechnical Report and include a certification by the design professional that the final design of the foundation to be constructed adheres to the recommendations identified in the report pursuant to LDC 807.6. [LDC 807.6.]
- B. Should any noticeable soil slumping or sinkhole formation become evident before or during construction, Licensee shall immediately stop all work (except for mitigation activities) in the affected area and notify Pasco County and the Southwest Florida Water Management District (SWFWMD). The work shall remain stopped until Pasco County and SWFWMD approve resuming construction activities. Licensee shall also:
 - i. Take immediate measures to ensure no surface water drains into the affected areas.
 - ii. Visually inspect the affected area.
 - iii. Excavate and backfill or grout if needed to prevent further subsidence.

- iv. Use soil reinforcement materials in the backfilling operation when appropriate.
 - v. If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of two (2) feet from the bottom of the retention pond to the surface of the limerock or karst connection.
 - vi. If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, amend the Site Certification Application to address relocation of the retention area.
- C. The Engineer of Record shall provide a statement that certifies that the design of the project is in compliance with the Geotechnical Report. [LDC 807.4.]

10. Landscaping and Buffering

- A. Licensee and its landscaping and buffering plans for the Certified Facility shall comply with the applicable, non-procedural landscaping and buffering requirements. [LDC 905.2.]
- B. Licensee shall pay a fee to Pasco County for planned tree removals based on actual tree removals and consistent with LDC 802. [LDC 802.]
- C. As required under LDC 905.2, Licensee shall provide a ten-foot (10') wide vegetative buffer that includes a single row of trees, maximum sixty (60') feet on center, and a continuous row of evergreen shrubs along the perimeter of the Certified Site's eastern and southern boundaries. Licensee shall also provide a ten-foot (10') wide vegetative buffer along the northern boundary of the approximately 14 acre-portion of the Certified Site, except for 100 feet along that boundary, centered at the point where the Site's power generation equipment connects to the interconnection tie-line, where trees will be prohibited within that portion of the buffer. No raised berm or fencing is required as part of these buffers. Buffering along the western boundary of the Certified Site is not required. Licensee remains responsible for maintaining the vegetative buffer until closure of the Certified Facility. Upon closure, the property owner shall maintain the vegetative buffer as applicable per the LDC. [LDC 905.2.]
- D. A Registered Landscape Architect or other person as authorized by Chapter 481, Florida Statutes, as amended shall conduct a final field inspection. A certificate of compliance shall be provided to the County as a post-certification submittal. [LDC 905.4.H.]

11. Parking and Traffic Standards

- A. All on-site parking spaces within the Certified Facility shall be striped and signed in accordance with the Pasco County LDC 907.1.D.2, 907.1.D.9, and 907.1.D.10; Section 316.0747, Florida Statutes; and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018). Parking spaces, directional arrows, and stop bars shall be striped in white. It shall be Licensee's responsibility to properly sign and stripe in accordance with applicable standards. [LDC 907.1.]

- B. All vehicular use areas shall comply with the applicable requirements of the Americans with Disabilities Act (ADA). To the extent consistent with the ADA, all handicapped parking spaces shall be signed and marked/striped in accordance with Florida Statute Chapter 316 and the Florida DOT *Manual on Uniform Traffic Control Devices* (2018). [Agreement between Licensee and Pasco County.]

12. Natural Resources

- A. If evidence of the presence of Florida or federally protected plant and/or animal species is discovered on the Certified Site or in the Temporary Construction Parking and Laydown Area during construction, Licensee shall notify Pasco County and applicable agencies within two (2) working days of the discovery of the protected species. Licensee shall immediately stop all work in the affected area until compliance with state and federal guidelines can be demonstrated. [LDC 803.]
- B. The Licensee shall provide a 100% Gopher Tortoise Burrow Survey conducted according to Florida Fish and Wildlife Conservation Commission Guidelines. The Licensee shall coordinate with and provide the Florida Fish and Wildlife Conservation Commission (FWC) and Pasco County gopher tortoise relocation information in accordance with the FWC approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal. [LDC 403.5B.1.o & 803.2.C.]

13. Historical Resources

If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered on the Certified Site or in the Temporary Construction Parking and Laydown Area, Licensee shall immediately stop all work and shall notify the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County within two (2) working days of the resources being found on the site. [LDC 809.5.]

14. Temporary Construction Parking and Laydown Area Buffer and Access Conditions

- A. Pursuant to Pasco County's LDC 905.2.D.5, Licensee may not remove any vegetation within a 10-foot-wide buffer area across the northern perimeter of the Temporary Construction Parking and Laydown Area, where it abuts the existing Pasco County RRF. This vegetative buffer area shall be maintained until Licensee completes construction of the Certified Facility and no longer utilizes the Temporary Construction Parking and Laydown Area. [LDC 905.2.D.5.]
- B. Prior to the start of clearing and grubbing, site preparation, or any soil disturbance, Licensee shall provide a copy of the applicable National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, per Pasco County LDC 902.1.D, to the Pasco County Stormwater Management Department as a post-certification submittal. Licensee shall also notify the Stormwater Management Division five (5) days prior to commencing any clearing and grubbing, site preparation, or any soil disturbance. [LDC 902.1.D.]

- C. Licensee shall prepare a tree survey in accordance with Pasco County LDC 802.3.B.1.b.(1) and provide the tree survey to Pasco County Development Review as a post-certification submittal. [LDC 802.3.B.1.b.(1).]
- D. Based on the tree survey, Licensee shall pay a fee to Pasco County for planned tree removals for the caliper inches of replacement trees not planted in accordance with Pasco County LDC 802.3.C and Pasco County Board of County Commission Resolution 08-284.
- E. Licensee shall comply with tree protection requirements as identified in Pasco County. [LDC 802.3.G.]

15. Construction Trailers

Licensee shall notify Pasco County Utilities in writing within five (5) working days after successful completion of performance testing of the zero liquid discharge system. Within ninety (90) days thereafter unless otherwise mutually agreed to between Licensee and Pasco County, the Licensee shall remove all temporary construction trailers from Certified Site and the Temporary Construction Parking and Laydown Area. [Section 18-52, Pasco County Code of Ordinances.]

EXHIBIT 1

UTILITIES SERVICE AGREEMENT Between PASCO COUNTY AND Shady Hills Energy Center, LLC

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY," and Shady Hills Energy Center, LLC ("SHEC"), a Delaware limited liability company authorized to conduct business within the State of Florida, whose principal address is 901 Main Avenue, Norwalk, CT 06851, hereinafter referred to as the "DEVELOPER." The COUNTY and the DEVELOPER are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

W I T N E S S E T H:

WHEREAS, the DEVELOPER is presently proceeding with the planning, licensing, and engineering to construct a combined cycle electric generation project (hereinafter "Project") within the COUNTY, as further described in Exhibit A; and,

WHEREAS, DEVELOPER is seeking water supply for use at the Project and will require an uninterrupted supply of significant quantities of Reclaimed Water and Emergency Potable Water, as such terms are hereinafter defined, for cooling and other purposes in connection with operation of the Project; and,

WHEREAS, the Southwest Florida Water Management District (hereinafter "SWFWMD") is responsible for the regulation, permitting, and monitoring of water resources within Pasco County and is participating in the power plant siting certification process for the Project; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) administers the Power Plant Siting Act; both SWFWMD and FDEP encourage use of Reclaimed Water for electric generating plants; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida created pursuant to Article VIII, Section 1 of the Florida Constitution and is a non-charter governmental entity that has the powers of self-government as provided by general and special law, including the power to operate a utility pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the COUNTY owns and operates a public water and wastewater utility that serves designated areas within Pasco County; and

WHEREAS, the COUNTY’s 2016 total wastewater treatment facility capacity was 46.75 million gallons per day (“MGD”) and a Reclaimed Water treatment capacity of 41.03 MGD; and

WHEREAS, the COUNTY’s Shady Hills Subregional wastewater treatment facility (“SH WWTF”) operates pursuant to FDEP permit ID FLA012741 with a treatment capacity of 14 MGD and an annual average daily flow as of July2018 of approximately 9 MGD; and

WHEREAS, the COUNTY’s SH WWTF is interconnected with the Pasco County Master Reuse System (“PCMRS”) which includes Reclaimed Water storage facilities and reservoirs pursuant to FDEP permit ID FLA127272; and

WHEREAS, the reservoirs for Reclaimed Water storage are part of the PCMRS, are located in the COUNTY, and have a combined total storage capacity of 622 million gallons and high service pumps, cartridge filtration and distribution system; and

WHEREAS, the COUNTY’s storage facilities and reservoirs were constructed to allow the COUNTY to manage its treated wastewater effluent utilization and are expected to support the County’s ability to reliably provide Reclaimed Water to satisfy the Project’s demands while also assisting the COUNTY in reducing effluent disposal; and

WHEREAS, the COUNTY will provide Reclaimed Water to the Project that, at all times, complies with the water quality requirements contained in Chapter 62-610, Florida Administrative Code, and the COUNTY's SH WWTF and PCMRS permits, as may be amended, renewed, reissued, or otherwise imposed from time to time in the future as authorized by governmental agency having jurisdiction; and

WHEREAS, a portion of the COUNTY's Reclaimed Water can be beneficially reused by the DEVELOPER, eliminating the need to dispose of excess Reclaimed Water in the COUNTY'S rapid rate infiltration basin ("RRIBs"); and,

WHEREAS, the COUNTY desires to find beneficial uses within its boundaries for all of the treated wastewater that is produced by its wastewater treatment plants; and,

WHEREAS, the COUNTY has determined the Project constitutes a highly suitable user of large quantities of Reclaimed Water produced by COUNTY wastewater treatment plants, representing an opportunity for the COUNTY to enhance utilization of its existing infrastructure for the benefit of all users; and,

WHEREAS, DEVELOPER and COUNTY, as fundamental considerations for entering into this Agreement, each recognize their individual benefits from the utilization of COUNTY's Reclaimed Water as a water source for the Project; and,

WHEREAS, the COUNTY provides potable water service within the unincorporated areas of Pasco County, including the Project site; and,

WHEREAS, there is the possibility of emergency reliance of the Project on the COUNTY's Potable Water supply; and,

WHEREAS, the COUNTY and the DEVELOPER are desirous of entering into an Agreement to provide for the provision of Potable Water, Emergency Potable Water, Reclaimed Water supply, and Sanitary Sewer Services to the Project; and,

WHEREAS, the COUNTY is willing to provide Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services to the Project; and,

WHEREAS, the COUNTY and the DEVELOPER are desirous of entering into an Agreement that provides DEVELOPER with a long-term easement to install, operate, and maintain a 230-kilovolt electrical transmission line ("Gen-Tie line") on COUNTY property to interconnect the Project with the Duke Energy Florida ("DEF") transmission system; and,

WHEREAS, it is necessary and in the public interest for the orderly implementation of the Project that real property interests need to be provided, and that Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services be provided from the COUNTY through a utility service agreement with the DEVELOPER;

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and conditions set forth in this Agreement, the COUNTY and the DEVELOPER intending to be legally bound thereby, agree as follows:

I. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

II. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms used in this Agreement and apply unless the context indicates a different meaning:

- A. "Agreement" has the meaning specified in the preamble and includes all terms, exhibits, schedules, and appendices attached hereto.
- B. "Applicable Law" means any and all federal, state, regional or local statutes, laws, municipal charter provisions, regulations, ordinances, rules, mandates, judgments, orders, decrees, governmental approvals, codes, licenses or permit requirements or

other governmental requirements or restrictions, or any interpretation or administration of any of the foregoing by any Governmental Authority that apply to the facilities, services, or obligations of either Party under this Agreement, whether now or hereafter in effect.

- C. "Business Day" means any day of which Federal Reserve Member Banks in New Port Richey, Florida are open for business.
- D. "Commercial Operation Date" or "COD" means the date, as may be subject to Force Majeure events, that is after all testing, start-up procedures, and commissioning associated with the Project have been completed and is the initiation date when the DEVELOPER can start producing electricity for sale.
- E. "Construction Financing Closing" means the date the DEVELOPER closes on the Project's construction loans.
- F. "Determination of Need Final Order" means the final, non-appealable Order issued by the Florida Public Utilities Commission for the Project.
- G. "Effective Date" means the date this Agreement is approved by the Pasco County Board of County Commissioners.
- H. "Emergency Potable Water" means service from the COUNTY's Potable Water system and shall include those day-to-day operations and maintenance activities provided by the COUNTY to supply, pump, and transmit Potable Water to the Project as an emergency supply in the event all or part of the Project's demand cannot be met by Reclaimed Water.
- I. "Emergency Potable Water Delivery Point" shall be at the Emergency Potable Water Meter and is where DEVELOPER's proposed pipeline for Emergency Potable Water will connect to the COUNTY's water system at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the

facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.

- J. "Emergency Potable Water Meter" shall refer to a meter that meets current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Emergency Potable Water delivered by the COUNTY to the Project.
- K. "Event of Default" shall mean events of default by the respective Parties as set forth in Section XIII.G.
- L. "FDEP" means the Florida Department of Environmental Protection.
- M. "Final Order of Certification" means the final, non-appealable Order under the Florida Power Plant Siting Act for the Project.
- N. "First Priority Basis" means delivery of Reclaimed Water to the Project, in amounts up to the Project's full Reclaimed Water demand, as the COUNTY's first priority obligation, prior to any other reclaimed water customer.
- O. "Force Majeure" means events and circumstances that are not reasonably foreseeable, are beyond the reasonable control of the Party seeking to have its performance excused thereby, which by the exercise of reasonable diligence by such Party could not have been reasonably avoided. Such events or circumstances may include, but are not limited to acts of God, such as floods, earthquakes, hurricanes, tornadoes, lightning or ice storms; fire; sabotage; vandalism; terrorism; war; riots; blockades; and actions or inactions by any Governmental Authority taken after the date of this Agreement. Force Majeure shall not include strikes, lockouts or other labor disputes with respect to the labor of the COUNTY.
- P. "Governmental Authority" means any national, state, regional or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, executive, legislative, administrative, public

or statutory instrumentality, authority, body, agency, department, bureau or entity or any agreement with authority to bind a party at law.

Q. "MGD" means million gallons per day.

Q2. "Operational Notice" means notice provided by the parties in accordance with the provisions of Sections VII. A. 2., IX. C., XI. C., XIII. A. 1., in exigent circumstances, such as potential disruption of utility service, and is generally intended to assure rapid communication.

R. "Option" means that certain Option granted in Section XII. A. 1., below.

S. "Option Period" means the period from the Effective Date until June 30, 2020, with quarterly extensions at DEVELOPER'S sole option for up to an additional three years.

T. "Option Property" means the portion of the Pasco County Resource Recovery Facility site that is subject to the Option granted to DEVELOPER, as set forth in Section XII. A. 1. and shown in Exhibit C and which may be modified to include property mutually agreed upon between the Parties as necessary to facilitate interconnection of the Project to the new Duke Energy Florida Hudson North substation.

U. "Parties" has the meaning specified in the preamble to this Agreement.

V. "Pasco County Master Reuse System" or "PCMRS" means the treatment, storage, high service pumps and distribution system that provides public access reuse quality water in the COUNTY'S service area as authorized by FDEP Permit(s) FLA127272. Exhibit B is a location map depicting these facilities and their interconnections.

W. "Potable Water" means service from the COUNTY's Potable Water system and shall include those day-to-day operations and maintenance activities provided by the COUNTY to supply, pump, transmit, and distribute water for potable supply and fire protection, in accordance with local, State, and Federal regulations to the Project.

X. "Potable Water Delivery Point" shall be at the Potable Water Meter and is where

DEVELOPER's proposed pipeline will connect to the COUNTY's water system at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.

- Y. "Potable Water Meter" shall refer to a meter that meets current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Potable Water delivered by the COUNTY to the Project.
- Z. "Reclaimed Water" shall mean the final effluent discharge from the COUNTY'S SH WWTF and / or the PCMRS that, at a minimum, meets the applicable water quality standards set forth in Chapter 62-610, Florida Administrative Code; the requirements of Permit(s) FDEP permit ID FLA012741 and FLA127272; or is of a quality consistent with more stringent requirements that may be imposed on the COUNTY's facilities now or in the future by any governmental entity having jurisdiction, whichever is more stringent.
- AA. "Reclaimed Water Delivery Point" shall be at the Reclaimed Water Meter, where DEVELOPER's proposed pipeline will connect to the COUNTY's Reclaimed Water system, at a location generally identified on Exhibit D and to be agreed upon by both Parties during the detailed design of the facilities (subject to approved final construction drawings), or at such other location(s) as may be later agreed to by the Parties in writing.
- BB. "Reclaimed Water Meter" shall refer to a meter and automatic control valve that meet current industry standards for billing purposes and totalizing flow to accurately calculate the quantity of Reclaimed Water delivered by the COUNTY to the Project.
- CC. "Sanitary Sewer Service" means those day-to-day operations and maintenance activities provided by the COUNTY to collect, treat, and properly dispose of

wastewater in accordance with applicable local, State, and Federal regulations.

DD. "Service Commencement Date" shall have the meaning set forth in Section V.

EE. "Service Commitment Fees" are a nonrefundable payment equal to 100 percent of the Potable Water and Sanitary Sewer Service impact fees in existence for the development or the project at the time the service commitment is issued and are listed in Exhibit F.

FF. "Shady Hills Wastewater Treatment Facility" or "SH WWTF" means the COUNTY'S constructed treatment system located at 14230 Hays Road, Shady Hills, Florida 34610, and operating pursuant to FDEP permit FLA012741.

GG. "SWFWMD" shall mean the Southwest Florida Water Management District.

III. RULES FOR INTERPRETATION

Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the term "Section" refers to the specified Section of this Agreement; (v) the words "include" and "including" are not words of limitation and shall be deemed to be followed by the words "without limitation;" and (vi) the use of the word "or" to connect two or more phrases shall be constructed as inclusive of all such phrases (e.g. "A or B" means "A or B, or both"). Whenever this Agreement refers to a number of days, such number shall refer to the calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. Unless the context otherwise requires, a reference to any law includes any amendment, modification or successor thereto. Any representation or warranty contained herein as to the enforceability of this Agreement shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights

generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law.) In the event of a conflict between the body of this Agreement and any exhibit, schedule or appendix hereto, the body of this Agreement shall control. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement. Conflicts or discrepancies, errors or omissions in this Agreement or the various documents delivered in connection with this Agreement will not be strictly construed against the drafter of the contract language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting. A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, or replaced from time to time. Any reference to time of day means New Port Richey, Florida local time.

IV. SCOPE AND INTENT OF AGREEMENT

The DEVELOPER intends to construct the Project as further described in Exhibit A. This Agreement shall consist of the provision of Potable Water, Emergency Potable Water, Reclaimed Water, and Sanitary Sewer Services by the COUNTY to the Project. The operation, design, and construction of the COUNTY'S Potable Water production, Reclaimed Water, sanitary sewer system, and wastewater treatment facilities shall be accomplished in such a manner so as to adequately meet the service demands of the Project. In addition, this Agreement provides DEVELOPER with an Option for an easement to install, operate, and maintain a Gen-Tie line on COUNTY property, at the Option Property, to interconnect the Project with the DEF transmission system at the point of interconnection at the planned, new DEF Hudson North substation.

V. TERM OF THE AGREEMENT

This Agreement shall commence on the Effective Date and run for an initial term of 30 years from the COD (hereinafter the "Term"), with an option for two (2), 10-year extension

terms. In order to effectuate such extensions, DEVELOPER shall provide a written extension notice to COUNTY two (2) years before the expiration of the initial Term, or, if applicable, which ever extension Term is then in effect.

The Service Commencement Date shall mean the date agreed to by the Parties, with 3 months prior notice provided by DEVELOPER to COUNTY, is currently estimated to be no later than April 1, 2020, and will start for the purpose of the Project's commissioning, testing, and start-up of power generation. Notwithstanding this Service Commencement Date, provision of Reclaimed Water during construction of the Project for such construction-related purposes as dust control may begin in the first quarter of 2019.

Notwithstanding anything to the contrary contained in this Agreement, DEVELOPER may, at its convenience, terminate this Agreement at any time, for any reason in its sole discretion with no liability or obligations to the COUNTY by giving 90 days prior written notice thereof to the COUNTY, which termination shall be effective 90 days from the date of the DEVELOPER giving of such notice to the COUNTY.

VI. CONDITIONS PRECEDENT

Notwithstanding the Parties' execution and delivery of this Agreement, the Parties' utility service delivery and acceptance obligations hereunder shall only become effective upon the following conditions being satisfied:

A. Obligations of the COUNTY to provide Potable Water, Emergency Potable, Sanitary Sewer Service and Reclaimed Water services as set forth herein shall be subject to all requirements imposed upon the COUNTY'S system by law, applicable permits, and the following condition precedent:

The ability of the DEVELOPER to accept treated effluent from the SH WWTF and/or the PCMRS in the form of Reclaimed Water.

B. Obligations of the DEVELOPER to accept Potable Water, Sanitary Sewer, and Reclaimed Water services as set forth herein shall be subject to the following conditions precedent:

1. DEVELOPER'S receipt of a positive Determination of Need Final Order issued by the Florida Public Service Commission.

2. DEVELOPER'S receipt of all required approvals in final form, including a Florida Power Plant Siting Act Final Order of Certification for the Project issued by FDEP and/or Siting Board and containing terms and conditions satisfactory to the DEVELOPER in its sole discretion.

3. DEVELOPER completing the Project's Construction Financing Closing.

VII. OBLIGATIONS RELATING TO POTABLE WATER AND EMERGENCY POTABLE WATER SERVICE

A. Potable Water Service and Service Commitment Fees:

1. Potable Water Service: The COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Potable Water services for the Project, provided that such services shall only be provided after payment by the DEVELOPER of applicable commitment fees. Payment of the service commitment fee does not entitle the connection to the water system for the capacity which commitment is received without paying impact fees in existence at the time of the required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied toward the impact fee payment required, and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of the required payment.

2. Emergency Potable Water Supply for Emergency Operations, Including Cooling Water Use: In the event of total or partial unavailability of Reclaimed Water from the SH WWTF and/or the PCMRS suitable for the intended purpose, the COUNTY shall be obligated to deliver

and the DEVELOPER has the right to receive Emergency Potable Water from the COUNTY for the Project's emergency operations, including cooling water use, consisting of up to 2,400 gallons per minute of Emergency Potable Water, so long as the pressure in the COUNTY potable water system remains above 35 psi, or other pressure as may be agreed to by the Developer and the Assistant County Administrator (ACA) for Public Infrastructure in writing. A pressure sustaining valve shall be included in the Emergency Potable Water meter assembly, as described in Section VII. D, to restrict the delivery of Emergency Potable Water to the Project if the pressure in the COUNTY water system drops below 35 psi or other mutually agreed pressure. DEVELOPER shall have the option to use Emergency Potable Water if the quantity or quality of the Reclaimed Water is not in accordance with the requirements of Section IX. C. as determined by the COUNTY. Such use of Emergency Potable Water may commence upon DEVELOPER providing Operational Notice pursuant to Section VII. D., below, to the COUNTY. In the event the DEVELOPER's water quality monitoring facilities indicate the Reclaimed Water supply is either trending toward or not meeting required water quality parameters, then the DEVELOPER may elect to notify the COUNTY of a potentially emerging water quality issue. If an emerging or existing Reclaimed Water water quality issue is identified, then the Parties agree to expeditiously collaborate in an effort to timely resolve the water quality issue before switching DEVELOPER's cooling water supply source from Reclaimed Water to Emergency Potable Water supply service.

B. Connections to the COUNTY's Potable Water System:

The DEVELOPER shall be responsible for installing and connecting its Potable Water distribution facilities for the Project to the COUNTY'S existing Potable Water system, including payment for and installation of fully functioning Potable Water Meters and Emergency Potable Water Meter, at locations along the north edge of the Project site or as mutually agreed by the Parties, per Section XI and as depicted on Exhibit D.

C. Potable Water Meters:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve acceptable Potable Water Meter assemblies that include associated isolation valves. All usage, inspection and maintenance shall be governed by the applicable provisions of COUNTY ordinance Section 110-37 concerning these activities. The Potable Water Meters will report to and be controlled by the COUNTY.

D. Emergency Potable Water Meter:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve an acceptable Emergency Potable Water Meter assembly that includes associated isolation, pressure sustaining, and flow control valves. All usage, inspection and maintenance shall be governed by the applicable provisions of COUNTY Ordinance Section 110-37 concerning these activities. The Emergency Potable Water Meter will record data and transmit the same to the COUNTY. The isolation valve for the Emergency Potable Water Meter shall be controlled by DEVELOPER during emergency event operation. DEVELOPER shall provide COUNTY with prior notice of any operation of the isolation valve and the COUNTY shall confirm it has no concerns with the use of Emergency Potable Water within four (4) hours of such notification prior to emergency event operation.

VIII. OBLIGATIONS RELATING TO SANITARY SEWER SERVICE

A. Sanitary Sewer Service and Service Commitment Fees:

The COUNTY hereby agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Sanitary Sewer Services, subject to the conditions and limitations set forth herein, for the Project; provided that such services shall only be provided after payment by the DEVELOPER of applicable commitment fees. Payment of the service commitment fee does not entitle the connection to the sewer system for the capacity for which commitment is received without paying impact fees in existence at the time of the required payment as established by the Board of County Commissioners. However, the service commitment fee will be applied

toward the impact fee payment required, and the DEVELOPER shall be responsible for any difference between the commitment fee and impact fee at the time of the required payment.

B. Connections to Sanitary Sewer Service System:

COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary easements or rights of way for the purpose of providing Sanitary Sewer Services. DEVELOPER shall be responsible for constructing its sanitary sewer collection systems, along with any force mains, and pump stations as necessary to connect to the COUNTY'S existing Sanitary Sewer Service system, per Section XI and as depicted on Exhibit D.

IX. OBLIGATIONS RELATING TO RECLAIMED WATER SERVICES

A. Reclaimed Water Service:

Using reasonable diligence, the COUNTY agrees to provide, and the DEVELOPER agrees to receive from the COUNTY, Reclaimed Water services for the Project pursuant to the terms of this Agreement. Reclaimed Water from the COUNTY'S SH WWTF and / or PCMRS may only be utilized by the DEVELOPER in accordance with the Project's Final Order of Certification.

B. Reclaimed Water Quantity Supplied:

Beginning on the Service Commencement Date and continuing through the end of the Term, the COUNTY, using reasonable diligence, shall, in accordance with the provisions of this Agreement, make available to the DEVELOPER during any calendar day during the Term a supply of Reclaimed Water of up to 2,100 gallons per minute and approximately totaling up to 1 billion gallons per year to meet the requirements of the Project. The COUNTY acknowledges that the Project's water supply needs are continuous due to its electrical generation obligations and Project design. In order to assure continuity of delivery of Reclaimed Water to the Project, COUNTY shall maintain at all times adequate Reclaimed Water storage in the PCMRS, in County's sole discretion. If the Reclaimed Water supply does not meet the Project's

demand, the DEVELOPER shall have the option to use Emergency Potable Water as described in Section VII. A. 2.

C. Quality of Reclaimed Water Supplied:

All Reclaimed Water provided by the COUNTY to the Project at the Reclaimed Water Delivery Point shall, at a minimum, meet the applicable water quality standards as defined in this Agreement. If the Reclaimed Water does not meet the applicable water quality standards and requirements as determined by the COUNTY's sampling and reporting requirements under its applicable permits, the DEVELOPER shall have the option to use Emergency Potable Water upon Operational Notice to the COUNTY, pursuant to Section VII.D. The Party collaboration provisions stated in Section VII.A.2., above, are applicable.

D. Reclaimed Water Monitoring:

The COUNTY shall carry out monitoring and periodic testing of the quality of the Reclaimed Water provided by the COUNTY to the DEVELOPER in accordance with the requirements of existing FDEP permit Nos. FL012741 and FL127272; these monitoring and periodic testing results are required to be provided to the FDEP. At the same time the COUNTY provides these required reports to FDEP, the COUNTY shall provide a copy to the DEVELOPER. Further, the COUNTY shall promptly notify the DEVELOPER in the event that the Reclaimed Water does not satisfy the quality requirements.

The DEVELOPER shall have the right to make its own water quality monitoring and sampling of the Reclaimed Water at the County's compliance points, or to have an independent contractor conduct such sampling at any time; provided, however, no such monitoring and sampling shall be made unless the DEVELOPER shall first give COUNTY written notice of the time and date of its intent to have the monitoring and sampling made, nor shall any such monitoring and sampling be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to receipt of said notice by County. All costs

and expenses of the DEVELOPER's monitoring and sampling shall be borne by the DEVELOPER.

E. Reclaimed Water Pressure:

The COUNTY commits to provide Reclaimed Water at the Reclaimed Water Delivery Point at a pressure to be mutually agreed upon by the Parties, but will at all times provide a minimum pressure of 12 psi.

F. Priority:

The COUNTY's obligation to supply Reclaimed Water to DEVELOPER's Project will be guaranteed on a First Priority Basis, up to the full amount of the Project's demand before providing Reclaimed Water to other customers or meeting other PCMRS needs.

G. Connection to the Reclaimed Water System:

The DEVELOPER agrees to connect its Reclaimed Water facilities for the Project to the COUNTY'S existing Reclaimed Water reuse system at a location mutually agreed by the Parties, and as generally shown in Exhibit D.

H. Metering:

Prior to the Service Commencement Date, the DEVELOPER shall pay for and install and the COUNTY shall approve an acceptable Reclaimed Water Meter assembly that includes isolation, pressure relief, and flow control valves. The Reclaimed Water meter will record data and transmit the same to the COUNTY. All usage, inspection and maintenance shall be in conformance with the applicable provisions of COUNTY ordinance Section 110-37 concerning these activities. The Reclaimed Water Meter and associated isolation valves will be controlled by the COUNTY, as mutually agreed upon by the Parties and based on standard operating procedures.

X. UTILITY SERVICE USAGE FEES AND CHARGES

A. POTABLE WATER FEES AND CHARGES:

1. Potable Water Service: The DEVELOPER and its successors in interest agree to pay the COUNTY for Potable Water services actually metered by the Project at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

2. Emergency Potable Water Service: The DEVELOPER and its successors in interest agree to pay the COUNTY for Emergency Potable Water services actually metered by the Project at the Bulk Water rate (without the Capital Recovery Surcharge) as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

3. Current Potable Water Industrial Use Rate Schedule: The currently applicable rate schedule for industrial use of Potable Water is attached in Exhibit F and incorporated. The Parties recognize this rate schedule may be amended from time to time.

B. SANITARY SEWER SERVICE FEES AND CHARGES

1. Charges for Sanitary Sewer Services: The DEVELOPER and its successors in interest agree to pay the COUNTY for Sanitary Sewer Services actually used at a rate as established from time to time by the Board of County Commissioners in accordance with the COUNTY'S utility regulations.

2. Current Sanitary Sewer Rate Schedule: The currently applicable rate schedule for sanitary sewer services is attached in Exhibit F and incorporated. The Parties recognize this rate schedule may be amended from time to time.

C. RECLAIMED WATER SERVICES FEES AND CHARGES:

Pursuant to COUNTY Resolution 17-272, attached as Exhibit G-1, the DEVELOPER agrees to pay for Reclaimed Water delivered to the Project in an amount equal to the applicable Bulk Reclaimed Water Rate Without Storage and Pumping identified in Exhibit A of Resolution

17-272. DEVELOPER recognizes Resolution 17-272 defines the Bulk Reclaimed Water Rate Without Storage and Pumping for the years FY18 – FY21 and that these rates may be revised in the future. The COUNTY agrees that any increase in the reclaimed water rate chargeable to the DEVELOPER shall not take effect until the COUNTY has provided the DEVELOPER with at least ninety (90) days' written notice of the increase.

XI. OBLIGATIONS RELATIVE TO POTABLE WATER, EMERGENCY POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER SERVICES

A. Potable Water, Emergency Potable Water, and Sanitary Sewer Services:

1. Easements and Permits:

i. The DEVELOPER will obtain all necessary easements and permits to construct and install all utility service connection lines up to the respective Delivery Points as necessary to tie into and connect the Project with the COUNTY's existing Potable Water and Sanitary Sewer Service system facilities for the purpose of providing the Project with these utility services and as identified in Exhibit D and in accordance with Sections VII and VIII. These facilities shall be located in existing COUNTY easements or rights-of-way or in easements or rights-of-way acquired by the DEVELOPER. The right of the DEVELOPER to construct facilities in COUNTY easements or rights-of-way shall not be unreasonably withheld by the COUNTY.

ii. The COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary COUNTY property, easements or rights of way for the purpose of providing the Project with these utility services and as identified in Exhibit D.2. Design, Construction, and Installation:

The DEVELOPER shall design, construct and install all lines necessary to tie into the COUNTY'S existing Potable Water and Sanitary Sewer facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, legal fees, materials, and construction costs.

3. Timing of Line Installation: Installation of lines shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the COUNTY and other appropriate agency(s) having jurisdiction.

4. Line Inspection: Upon completion of the lines and other facilities constructed for provision of Potable Water, Emergency Potable Water, and Sanitary Sewer Service to the Project by the DEVELOPER, the said lines shall be inspected by the COUNTY and certified by the DEVELOPER'S engineers.

5. Provision of Utility Services: Upon determination by the COUNTY that the lines have been properly installed by the DEVELOPER in accordance with this Agreement; relevant laws, rules, ordinances, and regulations; and approved plans and specifications; then Potable Water, Emergency Potable Water, and Sanitary Sewer Service will be provided to the lines.

B. Reclaimed Water Services:

1. Easements and Permits: The COUNTY agrees to cooperate with DEVELOPER to obtain or allow use of any necessary COUNTY property, easements or rights of way for the purpose of providing the Project with these utility services and as identified in Exhibit D.

2. Design, Construction, and Installation: The DEVELOPER shall design, construct and install all lines necessary to tie into the COUNTY'S existing Reclaimed Water facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, legal fees, materials, and construction costs.

3. Timing of Line Installation: Installation of lines shall not be commenced until plans and specifications therefore have been prepared by DEVELOPER and submitted to and approved, in writing, by the COUNTY and other appropriate agencies having jurisdiction.

4. Line Inspection: Upon completion of the lines and other facilities constructed for provision of Reclaimed Water to the Project by the DEVELOPER, the said lines shall be inspected by the COUNTY and certified by DEVELOPER'S engineers.

5. Provision of Utility Services: Upon determination by the COUNTY that the said lines have been properly installed by the DEVELOPER in accordance with this Agreement; relevant laws, rules, ordinances, and regulations; and approved plans and specifications; then Reclaimed Water will be provided to the lines.

C. Utility Service Responsibility: The DEVELOPER and its successors in interest agree that they shall not directly or indirectly engage in the operation of Potable Water, Emergency Potable Water, Reclaimed Water, or Sanitary Sewer Services within or serving the Project or property.

COUNTY shall provide DEVELOPER with Operational Notice of any anticipated disruptions to Reclaimed Water, Potable Water, Emergency Potable Water and Sanitary Sewer Services provided to the Project. Operational Notice shall be provided as soon as the COUNTY learns of an anticipated disruption in service, and in any event not later than 24 hours of becoming aware of an anticipated disruption in service. Operational Notice shall occur by the most effective method possible including hand-delivery, facsimile, e-mail, or over-night mail delivery to both the Shady Hills Energy Center, LLC, Plant Manager at: 14240 Merchant Energy Way, Shady Hills, Florida and also to the address stated in Section XIII. A., below, and shall include an estimate of the expected duration of the anticipated service disruption.

D. Assignment: The DEVELOPER may collaterally assign the Agreement and its rights thereunder to its lenders, and the COUNTY agrees to deliver to the applicable lenders a collateral assignment agreement, a subordination and non-disturbance agreement, and/or such other documents as may be reasonably requested by the lenders in connection with a financing.

E. Insurance and Worker's Compensation: COUNTY represents that it is self-insured and also provides its employees with worker's compensation. To the extent the COUNTY may access the Project, the COUNTY represents its self-insurance coverage is reasonable, customary and prudent given the nature of its activities. DEVELOPER represents it will obtain and maintain property/casualty, liability insurance, workers' compensation,

excess/umbrella and other appropriate insurances in such amounts and on such terms as the DEVELOPER determines is reasonable, customary and prudent given the nature of its business, assets and activities.

F. Cooperative Funding: To the extent a Party seeks cooperative funding related to the Project, the other Party shall assist, and cooperative funds successfully received shall be distributed to the Party who incurred the subject cost.

G. Infrastructure Turn Over:

1. It is agreed that, at such time as the facilities constructed for provision of service to the Project, or any portion thereof, are connected to and become a part of the COUNTY'S potable water, reclaimed water, and sewer system, all such facilities on the COUNTY's side of the respective Delivery Points and all permits, engineering drawings, and other documents owned by the DEVELOPER, in connection therewith, shall henceforth be deemed to be owned by the COUNTY, and title and ownership shall automatically vest in the COUNTY without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the COUNTY shall have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the Parties, that at such time as the said facilities on the COUNTY's side of the respective Delivery Points, or any part or portion thereof, are used to provide Potable Water, Reclaimed Water, and Sanitary Sewer Service to the Project, such facilities shall be deemed to be owned by the COUNTY in their entirety as fully and completely as if installed and paid for by the COUNTY, except that the DEVELOPER, and its successors and/or assigns, reserve the right to use these facilities for the purpose set forth in this Agreement. The DEVELOPER shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances.

2. After ownership and title to the above-identified portion of the facilities are vested in the COUNTY as set forth above, all responsibility for repair and maintenance of such

part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the COUNTY, provided that the COUNTY shall not, by this agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, DEVELOPER Letter of Credit, or other guarantee of performance regarding such facilities which has been provided the COUNTY in accordance with the requirements of the Project's development approval or other applicable development ordinance. Furthermore, the DEVELOPER agrees to post a one (1) year Maintenance Bond in an amount of fifteen (15) percent of the total cost of all utility improvements that are turned over to the COUNTY. It is further agreed that the DEVELOPER shall assign to the COUNTY, for the use and benefit of the COUNTY and its successors and assigns, each and every construction warranty obtained by the DEVELOPER in connection with the installation of the said facilities.

XII. SPECIAL PROVISIONS

A. Real Estate and Option Agreement:

1. Grant of Option: COUNTY grants to DEVELOPER the exclusive right and option (the "Option") to have easements on, over, under and across the Option Property to evaluate, develop, construct, repair, reconstruct, operate, and maintain electrical transmission lines in accordance with the terms and provisions of the Easement Agreement attached hereto as portion of Composite Exhibit H and incorporated herein by this reference (the "Easement Agreement"). The Option may be exercised at any time during the Option Period. This Option is made and given on the terms and conditions set forth in this Agreement. Memorandum of this Option being granted shall be recorded by the COUNTY in the Official Records of the County in which the Option Property is located (the "Official Records").

2. Exercise of Option: DEVELOPER may exercise the Option over any portion of the Option Property or the entire Option Property at DEVELOPER's sole discretion at any time during the Option Period by signing and recording a "Notice of Exercise of Option" in the form attached hereto as portion of Composite Exhibit H and incorporated herein by this reference (the "Notice of

Exercise”) in the Official Records of the County in which the Option Property is located. Upon such recording of the Notice of Exercise, all of the easements, rights and other provisions of the Easement Agreement shall become immediately effective and binding upon all or such portion of the Option Property as identified in the Notice of Exercise, and upon COUNTY and DEVELOPER without any further act or action of either party. DEVELOPER shall also send a copy of the Notice of Exercise to COUNTY; however, sending or the failure to send such a copy shall not affect the validity of the exercise of the Option.

3. Appraisal of Easement: After issuing the Notice of Exercise, DEVELOPER, at its cost not to exceed \$30,000.00, shall coordinate with COUNTY to obtain an appraisal of the fair market value of the Easement in accordance with the following:

i. Qualified Appraisers: The appraisal(s) shall be conducted by Qualified Appraisers who are nationally recognized, third-party appraisers qualified to appraise electric transmission corridors; have been engaged in the appraisal business for at least five (5) years; and are not associated with any Party or any Affiliate of a Party.

ii. Selection of Three Qualified Appraisers: Three Qualified Appraisers shall be selected as follows: SHEC and COUNTY shall each appoint a Qualified Appraiser and the Qualified Appraisers appointed by SHEC and COUNTY shall appoint a third Qualified Appraiser.

iii. Timeline for completion of all steps: (a) within 20 days from issuing the Notice of Exercise, the Parties shall each select a Qualified Appraiser and notify each other of their selection; (b) the two selected Qualified Appraisers shall select a third Qualified Appraiser within 15 days of being selected; and (c) all Qualified Appraisers shall, within 30 days of selecting the third Qualified Appraiser, produce a report estimating Fair Market Value of the Easement.

iv. Fair Market Value of the Easement shall be the average of the estimates produced by the three Qualified Appraisers, except where one or more estimates is discarded

for the reasons hereinafter provided. If the highest Fair Market Value is more than 30% greater than the median estimate or the lowest Fair Market Value is more than 30% less than the median estimate, the outlier estimate(s) shall be discarded and the Easement purchase price shall be the average of the remaining estimate(s) of Fair Market Value, or if both outliers are discarded, then it shall be equal to the last remaining estimate.

v. DEVELOPER shall pay the agreed upon price at the COUNTY'S delivery of the final Easement Agreement.

B. Representations, Warranties and Covenants: COUNTY represents and warrants to DEVELOPER that it owns the Option Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to DEVELOPER in a title report or other document delivered to DEVELOPER prior to the execution of this Agreement.

C. Access to Option Property for Inspection and Evaluation:

COUNTY hereby grants DEVELOPER a temporary easement, attached as Exhibit H - 4, during the Option Period for DEVELOPER and its employees, agents and permittees to have access to the Option Property for the purposes of inspection, survey, design of improvements, tests, and other actions reasonably related to the investigation by DEVELOPER of the suitability of the Option Property for the DEVELOPER's business purposes, including, but not limited to environmental, archeological, and geologic studies on the Option Property. If, after the resource evaluation, DEVELOPER notifies COUNTY that it wishes not to exercise the Option or if the Option Period expires without DEVELOPER exercising the Option, DEVELOPER shall promptly remove all of its equipment and structures from the Option Property and restore the Option Property as near as possible to its original condition. DEVELOPER agrees to indemnify and hold harmless COUNTY, its officers, agents and employees from all liability, loss claim damage, cost and expense caused by or resulting from the exercise of the Option.

D. Termination by DEVELOPER: DEVELOPER may terminate the Option described in Section XII. A. 1., above, without fee, by giving 90 days prior written notice of termination to COUNTY.

E. Effect of Option; Interest in Real Property: The Parties intend that the Option create a valid and present interest in the Property in favor of DEVELOPER. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property and shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns. COUNTY covenants and agrees that during the Option Period, COUNTY shall not, except as otherwise provided herein, convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property. Upon execution of this Agreement, the Parties shall execute and record a Notice of Option in the public records of Pasco County, Florida.

XIII. MISCELLANEOUS

A. Notice: The Parties agree:

1. Operational Notice: Operational Notice shall be given by the appropriate Party and requires prompt and effective delivery of notice by the most effective method possible such as hand-delivery, facsimile, or e-mail to the Shady Hills Energy Center, LLC, Plant Manager at: 14240 Merchant Energy Way, Shady Hills, Florida and also to the address stated in Section XIII. A.2, below and the COUNTY's Utilities O&M Director at: 19420 Central Blvd, Land O' Lakes, FL. The Parties agree to provide each other with e-mail addresses purposes of this paragraph when the Project becomes operational. Currently anticipated circumstances involving Operational Notice include those identified in Sections VII.A.2, IX.C., and XI. C. and warrant Operational Notice to be provided in accordance with the stated timeframes.

2. Notice: Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective Parties as follows:

COUNTY: Utilities Services Branch
19420 Central Boulevard
Land O' Lakes, FL 34637
Attention: Assistant County Administrator

DEVELOPER: Shady Hills Energy Center, LLC
c/o GE Energy Financial Services, Portfolio Manager
901 Main Avenue
Norwalk, CT 06851
And

c/o GE Energy Financial Services, General Counsel
901 Main Avenue
Norwalk, CT 06851

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

B. Covenants and agreements contained herein shall run with the lands of the Project, as more specifically described in Exhibit A, and shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. As to the specific rights to connect the Project or property to the systems of the COUNTY and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by the DEVELOPER, either through specifically assigning such rights and responsibilities in connection with any sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

C. This Agreement shall be subject to the applicable requirements of the COUNTY's Code of Ordinances, Chapter 110 and the Project's anticipated Certification issued pursuant to Florida's Power Plant Siting Act. To the extent the COUNTY has discretion, the terms of this Agreement and the Project's Certification shall control. Further, the COUNTY agrees not to establish a Reclaimed Water supply delivery schedule contrary to the terms of this Agreement.

D. In the event a Party's performance of this Agreement is prevented or interrupted by a Force Majeure event, the Party claiming Force Majeure shall not be liable for such

nonperformance, nor shall nonperformance become an Event of Default, to the extent that such delay, failure, occurrence, or event is substantially caused by Force Majeure, provided that:

1. The non-performing Party gives the other party prompt written notice describing the particulars of the occurrence of Force Majeure;

2. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. The non-performing Party proceeds with reasonable efforts to remedy its inability to perform and provides timely progress reports to the other Party describing actions taken to end the Force Majeure; and

4. When the non-performing Party is able to resume performance of its obligations under this Agreement that Party shall give the other Party written notice to that effect.

E. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, successors, and assigns of the Parties. Notwithstanding the binding nature of this Agreement, DEVELOPER shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without COUNTY's consent; provided, however, that the term of any such agreement does not purport to extend the Term of this Agreement, and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, or transfer shall relieve DEVELOPER of its obligations under this Agreement unless DEVELOPER assigns its entire interest hereunder, in which event DEVELOPER shall have no continuing liability.

F. Representations and Warranties

1. COUNTY hereby represents and warrants as follows:

a. COUNTY is a political subdivision of the State of Florida duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified in each other jurisdiction where the failure to so qualify would have a material

adverse effect upon the business or financial condition of COUNTY; and COUNTY has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement, including the authority to provide the Project with the utility services contemplated herein.

b. The execution, delivery, and performance of its obligations under this Agreement by COUNTY have been duly authorized by all necessary COUNTY action, and do not and will not:

i. Violate any provision of Applicable Law, the violation of which could have a material adverse effect on the ability of COUNTY to perform its obligations under this Agreement;

ii. Result in a breach or constitute a default under any agreement relating to the management or affairs of COUNTY

c. This Agreement is a valid and binding obligation of COUNTY, enforceable against COUNTY in accordance with its terms (except as such enforcement may be limited to bankruptcy, sovereign immunity, insolvency, or similar laws affecting the rights of creditors, or by general principles of equity).

d. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under any agreement of any kind (exclusive of loan indenture, bond and credit agreements to which the COUNTY is a party) or any judgment, order, statute or regulation that is applicable to the COUNTY, the SH WWTF, or the PCMRS.

e. All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize COUNTY execution, delivery, and performance under this Agreement have been duly obtained and are in full force and effect.

2. DEVELOPER hereby represents and warrants the following:

a. DEVELOPER is a limited liability company validly existing and in good standing

under the laws of the State of Delaware and is qualified in Florida and each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of DEVELOPER; and DEVELOPER has all requisite power and authority to execute, deliver, and perform Its obligations under this Agreement.

b. The execution, delivery, and performance of its obligations under this Agreement by DEVELOPER have been duly authorized by all necessary corporate action, and do not and will not:

1. Require any consent or approval of DEVELOPER's Board of Managers; Management Committee; or other internal corporate authority, other than that which has been obtained and is in full force and effect,

2. Violate any provision of Applicable Law or violate any provision in any corporate documents of DEVELOPER, the violation of which could have a material adverse effect on the ability of DEVELOPER to perform its obligations under this Agreement;

3. Result in a breach or constitute a default or violation under DEVELOPER's agreement relating to the management or affairs of DEVELOPER or loan or credit agreement, or any other agreement, lease, or instrument to which DEVELOPER is a party or by which DEVELOPER or its properties or assets may be bound or affected, or any judgment, order, statute or regulation that is applicable to DEVELOPER, the breach, default or violation of which could reasonably be expected to have a material adverse effect on the ability of DEVELOPER to perform its obligations under this Agreement.

4. This Agreement is a valid and binding obligation of DEVELOPER, enforceable against DEVELOPER in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors or by general principles of equity).

5. Except for those approvals described in this Agreement, all approvals required by any Governmental Authority to authorize DEVELOPER's execution, delivery, and performance under this Agreement have been duly obtained and are in full force and effect.

G. Defaults

1. Each of the following shall constitute a Default by the COUNTY: The occurrence of any of the following events shall be deemed a default under this Agreement and shall permit DEVELOPER to seek all remedies set forth herein in the event such default(s) is not timely cured within fifteen (15) calendar days for monetary defaults and within thirty (30) calendar days for non-monetary defaults, unless such non-monetary default is not capable of being cured within thirty (30) calendar days and COUNTY is diligently and continuously prosecuting the cure, then such longer period as is reasonably necessary to cure the default will be granted, hereinafter "COUNTY Cure Period":

a. Failure by COUNTY to observe, comply with, perform and/or maintain in any material respect any term, covenant, condition, duty, obligation, representation, warranty or agreement of this Agreement;

b. The violation by the COUNTY of any law, rule, regulation, order, ordinance or decree of any Governmental Authority having or claiming jurisdiction over the subject facilities, or any act or omission by COUNTY that results in an enforcement action by any agency having jurisdiction that would impair the COUNTY's ability to perform its obligation under this Agreement;

c. Failure in material respects to perform its obligations under this Agreement; and / or

d. If COUNTY violates any material term or condition of this Agreement.

2. Each of the following shall constitute a Default by DEVELOPER: The occurrence of any of the following events shall be deemed a default under this Agreement and

shall permit the COUNTY to seek all remedies set forth herein in the event such defaults are not timely cured within fifteen (15) calendar days for monetary defaults and within thirty (30) calendar days for non-monetary defaults, unless such non-monetary default is not capable of being cured within thirty (30) calendar days and DEVELOPER is diligently and continuously prosecuting the cure, then such longer period as is reasonably necessary to cure the default will be granted, hereinafter "DEVELOPER Cure Period":

a. Failure by DEVELOPER to observe, comply with, perform and/or maintain in any material respect any term, covenant, condition, duty, obligation, representation, warranty or agreement of this Agreement;

b. The violation by the DEVELOPER of any law, rule, regulation, order, ordinance or decree of any Governmental Authority having or claiming jurisdiction over the subject facilities, or any act or omission by DEVELOPER that results in an enforcement action by any agency having jurisdiction that would impair the DEVELOPER's ability to perform its obligation under this Agreement;

c. Failure in material respects to perform its obligations under this Agreement; and /or

d. If DEVELOPER violates any material term or condition of this Agreement.

3. Default Remedies:

a. COUNTY'S Remedies in the Event of Default: If any Event of Default occurs hereunder that is not cured within the DEVELOPER Cure Period, the COUNTY may, at its sole option, enforce the terms of this Agreement and seek and pursue all rights and remedies herein and at law and in equity, including specific performance arising from such default.

b. DEVELOPER'S Remedies in the Event of Default: If any Event of Default occurs hereunder that is not cured within the COUNTY Cure Period, the DEVELOPER may, at its sole option, enforce the terms of this Agreement and

seek and pursue all rights and remedies herein and at law and in equity, including specific performance arising from such default.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing Agreement on this 4th day of September, 2018.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Paula S. O'Neil

PAULA S. O'NEIL, Ph.D., Clerk and Comptroller
APPROVED
IN SESSION

Mike Wells
MIKE WELLS, CHAIRMAN

(SEAL)

SEP 04 2018

PASCO COUNTY
BCC

SHADY HILLS ENERGY CENTER, LLC

WITNESSES:

Edward Chao

Print Name: EDWARD CHAO

Ankur Mathur

Ankur Mathur, Vice President

Matthew Weidner

Print Name: Matthew Weidner

STATE OF Connecticut

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 27th day of August, 2018 by Ankur Mathur, the Vice President on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He / She is personally known to me or presented CT State drivers license as identification and did not take an oath.

Whelan
Notary Public – State of Connecticut
At Large
My Commission Expires: 10/31/2020

EXHIBIT LIST

Exhibit A: Project Description

Exhibit B: Pasco County Reuse System Map

Exhibit C: Option Property

Exhibit D: Utility Interconnection Locations

Exhibit E: List of County Facility Permits

Exhibit F: Composite of Pasco County Fees and Rate Schedules

Exhibit G: Pasco County Resolution No. 17-272

Exhibit H: Composite Exhibit H:

H1: Easement Agreement

H2: Memorandum of Option

H3: Notice of Exercise of Option

H4: Temporary Access Easement

EXHIBIT A
FOR
SHADY HILLS ENERGY CENTER, LLC

PROJECT DESCRIPTION AND DATE:

Commission District: 5

Developer's Name/Address: Shady Hills Energy Center, LLC
901 Main Avenue
Norwalk, CT 06851

Telephone No.: .(____) _____

Federal ID No.: _____

Project Location (Description by Local
Roads and Community Area): Merchant Energy Way, Shady Hills

Property Owner(s): Shady Hills Power Company, L.L.C., an
affiliate of Shady Hills Energy Center, LLC

Project Property-Parcel ID No(s): 25-24-17-0000-00100-0011

Project Acreage: 14.22 acres

Land Use Classification: P/SP

Zoning District: AC

Number and Type of Building Units: NA

Potable Water Service Demand (gpd*): 10,080

Emergency Potable Water Service Demand: Up to 2,400 gpm

Reclaimed Water Service Demand: 2,100 gpm

Sewer Service Demand (gpd*): 2,880

* gpd = gallons per day

SKETCH AND PROPERTY LEGAL DESCRIPTION:

(Attach a legal size boundary survey of the property and include the legal description on a separate legal size page.)

Project Description:

The Project will be located in Shady Hills, Florida, approximately 30 miles north of Tampa, Florida. The Project will be located adjacent to the existing Shady Hills Generating Station, a three-unit simple cycle power plant using GE 7F-class technology, that is owned by Shady Hills Power Company, L.L.C. ("SHPC"). The Project will include a new state-of-the-art natural gas-fired 573 MW (winter), one-on-one, combined cycle generating unit and onsite associated facilities. The Project will be designed, constructed, owned and operated by Shady Hills Energy Center, LLC, on a portion of the existing SHPC site. A new generator tie-line will be constructed as off-site facilities required to connect the Project to the DEF power grid.

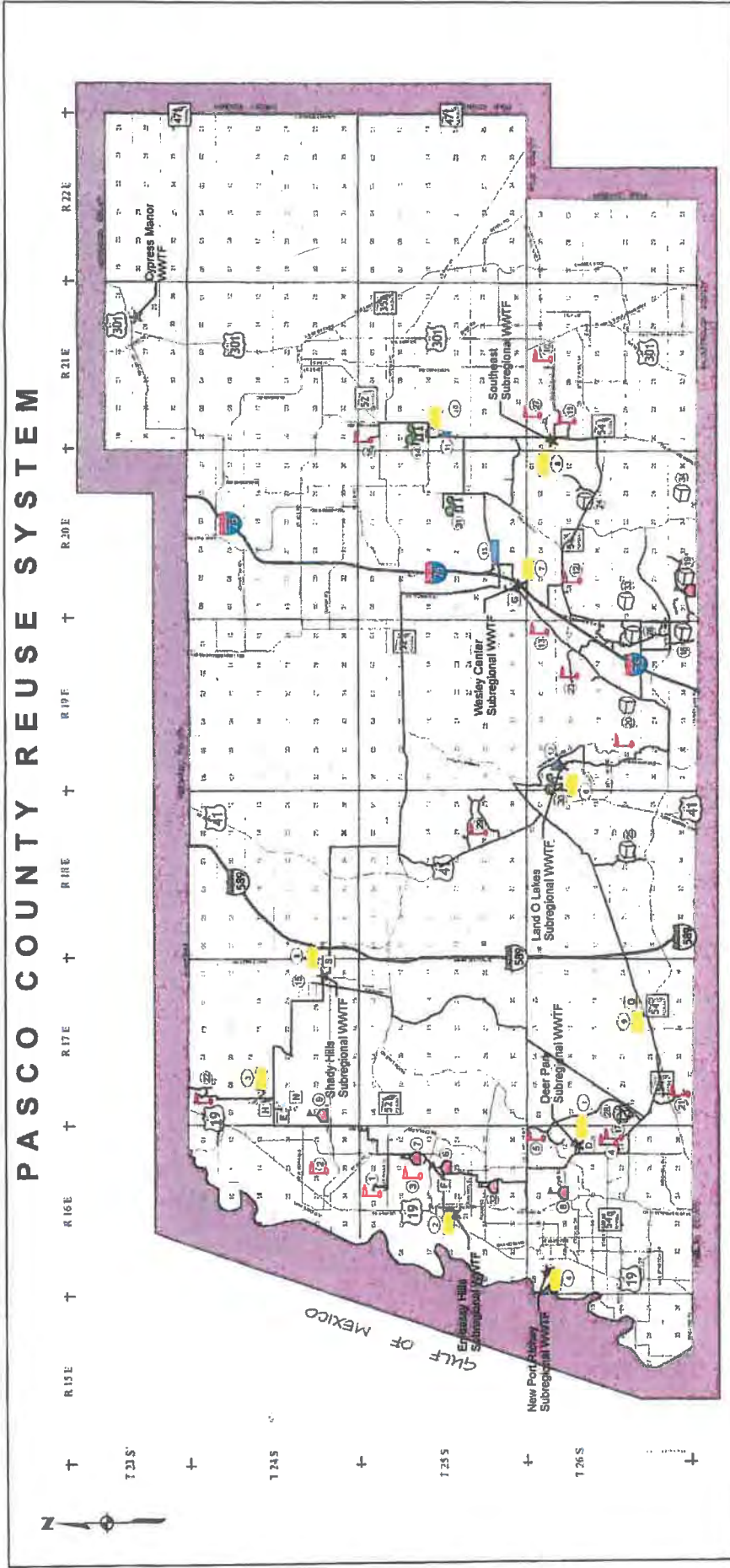
The Project will be designed with technologies to minimize air emissions. The CTG will be equipped with dry low-NOx combustors to control NOx emissions. The HRSG will be equipped with a SCR system, to further reduce NOx emissions. Emissions of other regulated air pollutants (SO₂ and PM) will be controlled through use of pipeline-quality natural gas. In addition, the new unit will minimize GHG emissions through the use of clean-burning natural gas along with the highly efficient, combined cycle electric generating technology.

Process water for the Project will be sourced in the form of reclaimed water from Pasco County's Master Reuse System, of which the Shady Hills Wastewater Treatment Facility is a part, and is adjacent to the Project site. In addition, supplemental sources may be utilized on an emergency basis in the event reclaimed water is not available. An onsite water treatment system will reduce the concentrations of calcium, magnesium, alkalinity, silica and suspended solids by adding hydrated lime, soda ash, ferric chloride and polymer to reduce these constituents in clarifiers. The onsite water treatment system will also include granular media filters, ultrafiltration trains and reverse osmosis (RO) trains. Finally, RO reject and other concentrated process wastewater streams will be treated in brine concentrators and crystallizers. These treatment processes, and the reuse of process wastewater around the site, will be used to achieve zero liquid discharge (ZLD) from the site. The ZLD system will generate a solid waste byproduct that will be disposed offsite.

A new stormwater retention system will be provided to accommodate storm water collection, treatment, storage, and discharge from the Project site.

The Project will use only natural gas as its fuel. At peak operation, including duct-firing, the new unit will require approximately 89,000 MMBtus of natural gas per day. Natural gas will be transported to the Project via the existing Florida Gas Transmission (FGT) pipeline system.

PASCO COUNTY REUSE SYSTEM



REUSE UTILIZATION - IRRIGATION	REUSE UTILIZATION - IRRIGATION
NAME	NAME
17 SEVEN SPRINGS EXEC. GOLF COURSE	17 BEACON WOODS GOLF COURSE
18 NORTHWOOD RESIDENTIAL	18 BEACON WOODS EAST GOLF COURSE
19 MEADOW POINT RESIDENTIAL	19 TIMBER OAKS GOLF COURSE
20 STAGECOACH RESIDENTIAL	20 SEVEN SPRINGS GOLF COURSE
21 HERITAGE SPRINGS GOLF COURSE	21 TIMBER GREENS GOLF COURSE
22 HERITAGE PINES GOLF COURSE	22 FOX HOLLOW ELEMENTARY SCHOOL
23 LEWINGTON OAKS GOLF COURSE	23 SCHRAEDER ELEMENTARY SCHOOL
24 NEW RIVER RESIDENTIAL	24 COFFEE RIVER ELEMENTARY SCHOOL
25 OAKSTEAD RESIDENTIAL	25 HUDSON SCHOOL COMPLEX
26 SEVEN OAKS RESIDENTIAL	26 SILVER OAKS GOLF COURSE
27 HIDDEN CREEK GOLF COURSE	27 LAKE BERNADETTE GOLF COURSE
28 LONG LEAF RESIDENTIAL	28 SADDLEROCK GOLF COURSE
29 THE GROVES GOLF COURSE	29 QUAIL HOLLOW GOLF COURSE
30 SANDER GROVES	30 PRICE/ALTMAN GROVES
31 EFCO GROVES	31 RESOURCE RECOVERY FACILITY
32 CHASCO ELEMENTARY SCHOOL	32 LAKE JOWIA GOLF COURSE

REUSE PART IV RAPID INFILTRATION BASINS	REUSE PART IV RAPID INFILTRATION BASINS
NAME	NAME
1 DEER PARK	1 BEACON WOODS GOLF COURSE
2 HUDSON	2 BEACON WOODS EAST GOLF COURSE
3 EMBASSY HILLS	3 TIMBER OAKS GOLF COURSE
4 NORTHWEST	4 SEVEN SPRINGS GOLF COURSE
5 OAKLEY GROVES	5 TIMBER GREENS GOLF COURSE
6 FOX HOLLOW	6 FOX HOLLOW ELEMENTARY SCHOOL
7 SHADY HILLS	7 SCHRAEDER ELEMENTARY SCHOOL
8 ODESSA SPRAYFIELD	8 COFFEE RIVER ELEMENTARY SCHOOL
9	9 HUDSON SCHOOL COMPLEX
10	10 SILVER OAKS GOLF COURSE
11	11 LAKE BERNADETTE GOLF COURSE
12	12 SADDLEROCK GOLF COURSE
13	13 QUAIL HOLLOW GOLF COURSE
14	14 PRICE/ALTMAN GROVES
15	15 RESOURCE RECOVERY FACILITY
16	16 LAKE JOWIA GOLF COURSE

REUSE STORAGE CAPACITY	PROPOSED REUSE UTILIZATION
NAME	NAME
1 DEER PARK	1 WIREGRASS RESIDENTIAL
2 HUDSON	2 UNION PARK RESIDENTIAL
3 EMBASSY HILLS	
4 NORTHWEST	
5 OAKLEY GROVES	
6 FOX HOLLOW	
7 SHADY HILLS	
8 ODESSA SPRAYFIELD	
9	
10	
11	
12	
13	
14	
15	
16	

REUSE STORAGE CAPACITY	MG
DEER PARK	1.5
EMBASSY HILLS	2.0
HUDSON	2.0
NEW PORT RICHEY	7.5
SHADY HILLS	6.5
LAND O LAKES	3.8
WESLEY CENTER	6.0
SOUTHEAST	1.5
ODESSA	5.0
HANDCART	2.0
LAKE RITA	65.0
LAND O LAKES RESERVOIR	114.0
BOYETTE RESERVOIR*	500.0

LEGEND

- ★ WASTEWATER TREATMENT FACILITY
- 🏫 SCHOOL SITE
- 🏌️ GOLF COURSE
- 🏠 REUSE SUPP./STORAGE
- 🏡 INFILTRATION BASIN
- 🌊 RECLAIMED WATER RESERVOIR
- 🌳 GROVE SITE
- 🏡 GOLF COURSE
- 🏠 RESOURCE RECOVERY SITE
- 🏠 RESIDENTIAL REUSE SITE
- 📡 REUSE TRANSMISSION LINE (10 IN. AND ABOVE)

EXHIBIT
B

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

200 Foot Wide Easement: As Written by SurvTech Solutions

A 200 foot wide easement being a portion of the lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida, said easement lying and being in the North 1/2 of Section 25, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Section 25, Township 24 South, Range 17 East, Pasco County, Florida; thence coincident with the North boundary of said Section 25, S 89°52'05" W a distance of 661.37 feet to a point coincident with the East boundary of lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida; thence departing said North boundary coincident with said East boundary, S 00°04'08" E a distance of 2644.31 feet to a point coincident with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said South boundary, N 89°58'53" W a distance of 996.96 feet to a point marking the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, said point also being the POINT OF BEGINNING; thence continue coincident with said South boundary, N 89°58'53" W a distance of 3039.05 feet to a point coincident with the East boundary of a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 281, Page 111, of the Public Records of Pasco County, Florida; thence departing said South boundary coincident with said East boundary, N 10°10'31" E a distance of 203.18 feet to a point coincident with a line lying 200 feet North of and parallel with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said parallel line, S 89°58'53" E a distance of 3003.22 feet; thence departing said parallel line, S 00°01'07" W a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 604227.44 square feet, 13.871 acres, more or less.

Project No.: 20170212
Phase: 4
Drawing Name: 20170212_4SK
Last Field Date: N/A
Field Book/Page: N/A

Drafted By: B. Stinson
Date Drafted: 08/18/18
Revision Date: N/A
Approved By: S. Brown
Date Approved: 08/20/18

SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
10220 U.S. Highway 92 East, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

THIS IS NOT A FIELD SURVEY.

Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. LB No. 7340

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

SURVEYING TODAY WITH
TOMORROW'S TECHNOLOGY

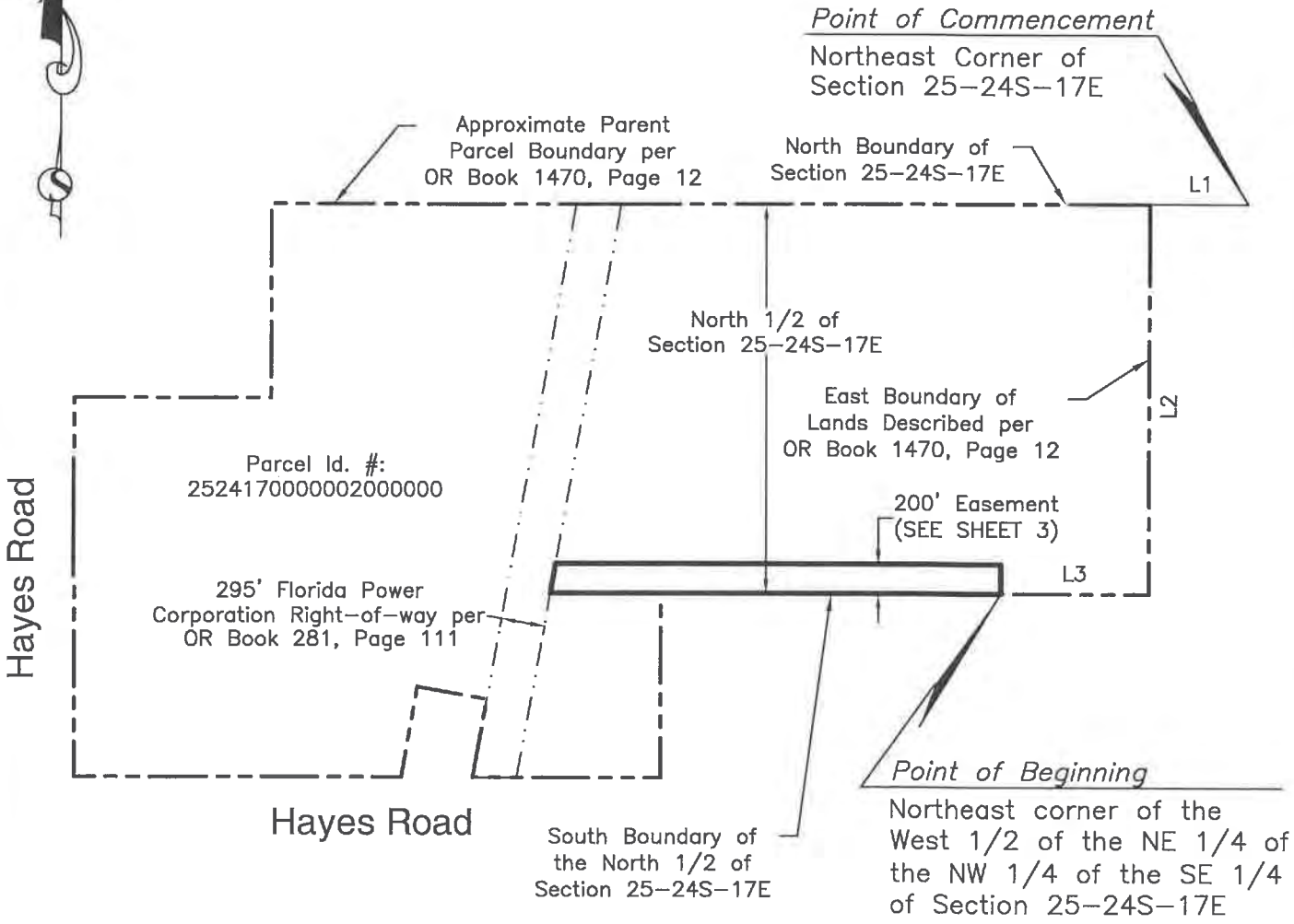


Blumberg No. 5208

EXHIBIT

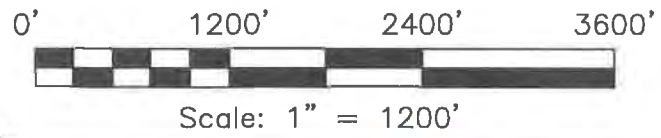
C

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Line Information:

LINE	BEARING	DISTANCE
L1	S 89°52'05" W	661.37'
L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



THIS IS NOT A FIELD SURVEY.

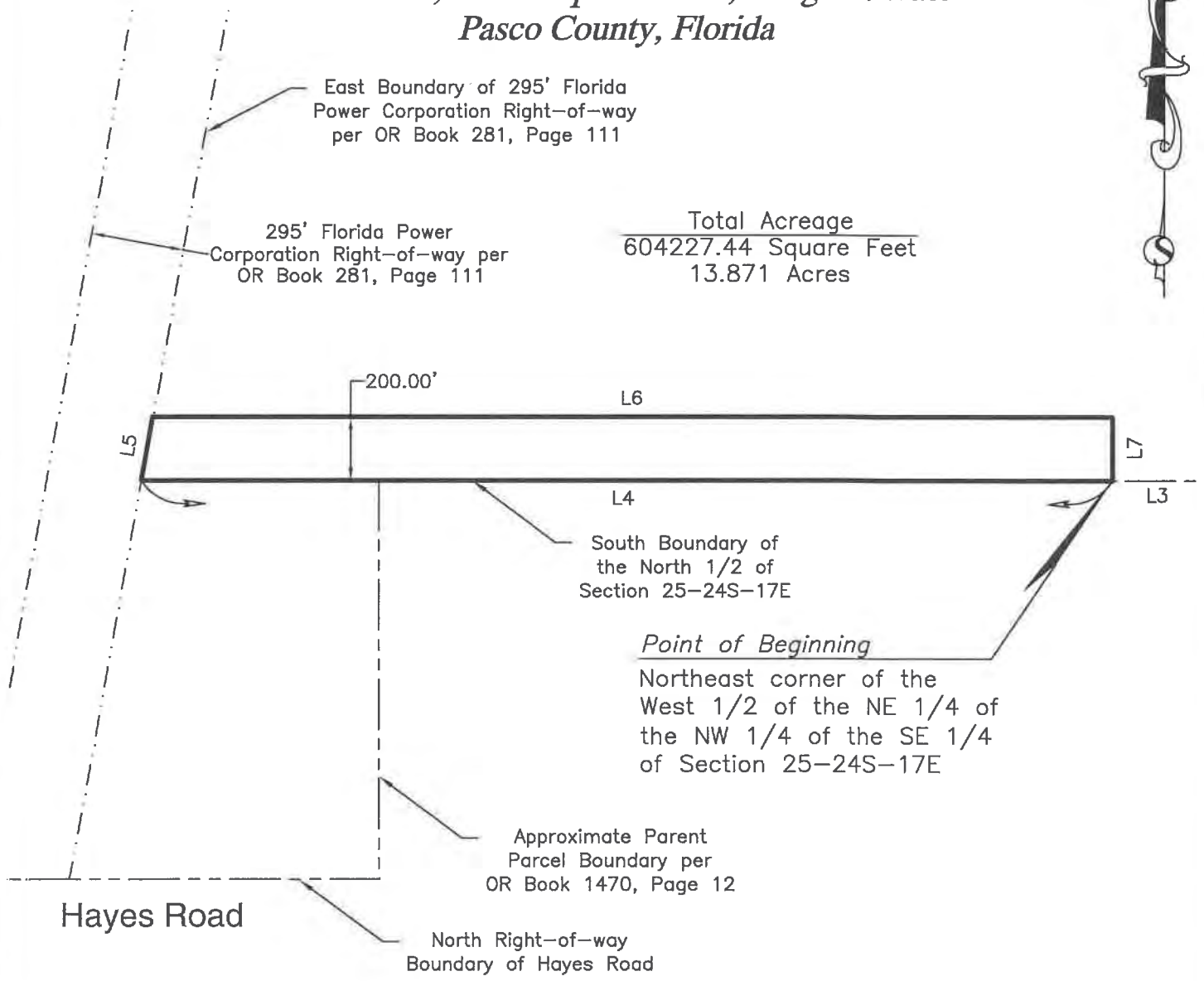
PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



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 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

Grid North



Line Information:

LINE	BEARING	DISTANCE
L3	N 89°58'53" W	996.96'
L4	N 89°58'53" W	3039.05'
L5	N 10°10'31" E	203.18'
L6	S 89°58'53" E	3003.22'
L7	S 00°01'07" W	200.00'

0' 500' 1000' 1500'



Scale: 1" = 500'

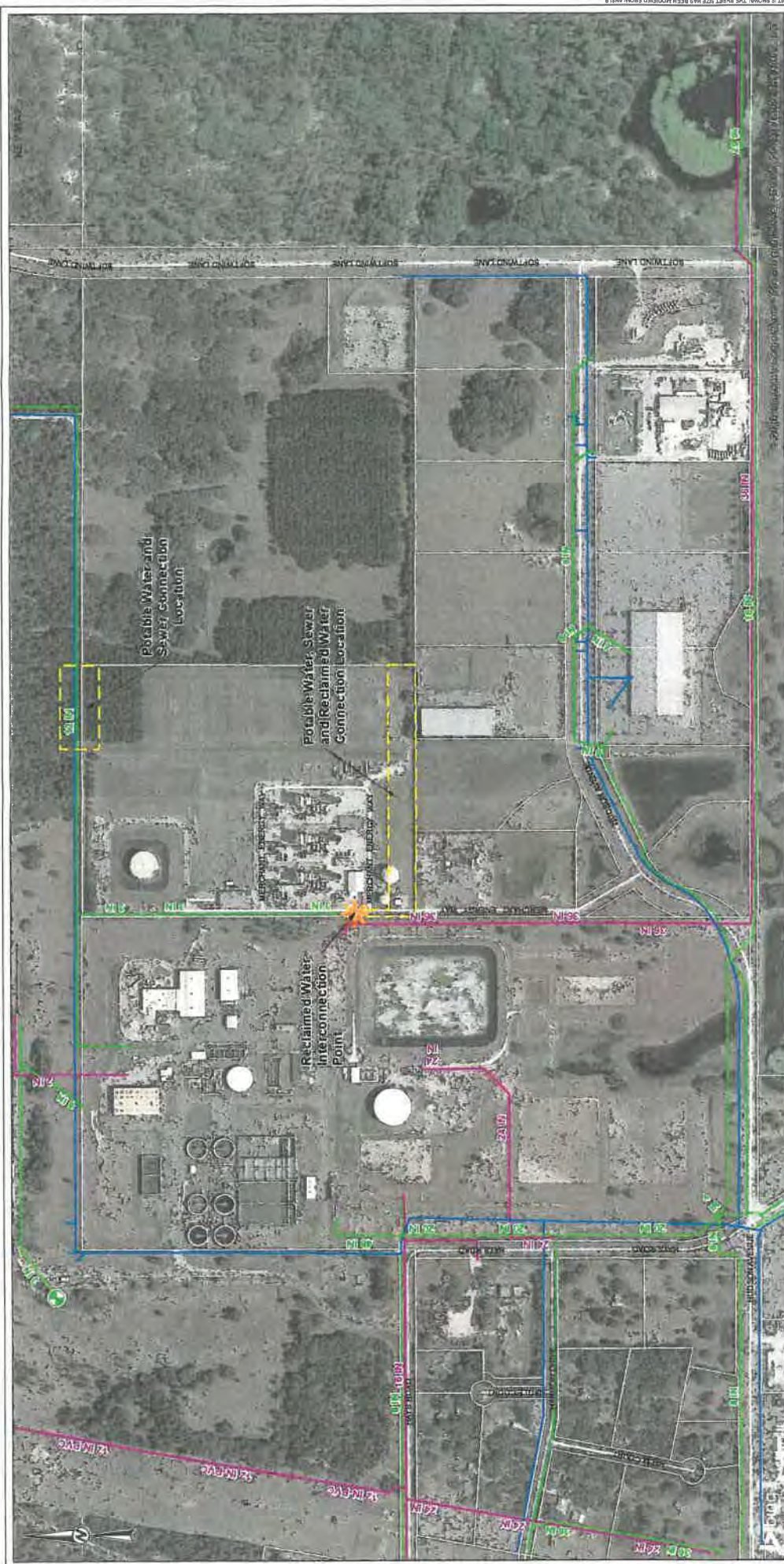
THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



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LEGEND

- Reclaimed Water Interconnection
- Sewer Pump Stations
- Reclaimed Water Main
- Sewer Gravity Main
- Sewer Pressurized Main
- Potable Water Main
- SHCCF Utility Connection Locations (Approximate)

NOTES
 REV. 1 - FIGURE REVISED TO REFLECT CURRENT LOCATIONS OF UTILITY INTERCONNECTION AREAS.
 THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE DATA CONTAINED HEREIN IS NOT COLLECTED UNDER THE SUPERVISION OF OR APPROVED BY THE ENGINEER. THE DATA DOES NOT MEET THE STANDARDS OF PRACTICE UNDER THE FLORIDA ADMINISTRATIVE CODE CHAPTER 61-17 AND CHAPTER 47Z, FLORIDA STATUTES. GOLDIER ASSOCIATES DOES NOT ACCEPT ANY RESPONSIBILITY FOR ERRORS OR OMISSIONS OF ANY KIND CONTAINED IN THE DATA HEREIN. ALL PRODUCTS AND DERIVATIVES FROM THE DATA CONTAINED HEREIN MUST RETAIN THIS DISCLAIMER.

REFERENCES
 REVISIONS: WATER MAINS, SEWER MAINS, PASCO COUNTY UTILITIES ADMINISTRATION OFFICE, PASCO COUNTY UTILITY AVAILABILITY MAP, DATED 11/06/2017
 UTILITY CONNECTION LOCATIONS, GOLDIER ASSOCIATES INC., 2018

PROJECT
 SHADY HILLS COMBINED CYCLE FACILITY (SHCCF)

CLIENT
 SHADY HILLS ENERGY CENTER, LLC

CONSULTANT
 Goldier Associates

CONSULTANT
 YYY:MM:DD 2018-06-20
 DESIGNED: NRI
 PREPARED: NRI
 REVIEWED: RAZ
 APPROVED: MM

TITLE
 UTILITY AVAILABILITY LAYOUT

PROJECT NO.
 177826

CONTROL
 104

REV.
 1

FIGURE
 4.1-2

EXHIBIT

D

Exhibit E

List of County Facility Permits

Shady Hills Subregional Wastewater Treatment Facility
Permit #FLA012741, expires June 28, 2022

Pasco County Master Reuse System
Permit #FLA127272

Meter Size	Water Meter Installation	Water Meter Relocation	Calibration	Water Meter Wet Tap	Reclaim Meter Wet Tap	Reclaim Meter Installation	Water/Sewer or Sewer Only		Water Only		Water/Sewer or Sewer Only Tenant		Water Only		Sewer Base	
							Owner Deposit	Sewer Only Deposit	Owner Deposit	Owner Deposit	Tenant Deposit	Owner Deposit	Tenant Deposit	Base	Chg/mth	
½ & ¾"	\$425.00	\$453.00	\$193.00	\$676.00	\$676.00	\$452.00	\$180.00	\$216.00	\$60.00	\$72.00	\$9.51	\$18.00	\$9.51	\$18.00	\$18.00	\$18.00
1 & 1 ¼"	\$472.00	\$453.00	\$193.00	\$676.00	\$676.00	\$488.00	\$450.00	\$540.00	\$150.00	\$180.00	\$19.34	\$41.07	\$19.34	\$41.07	\$41.07	\$41.07
1 ½"	\$665.00	Actual Cost	\$345.00	N/A	N/A	\$734.00	\$900.00	\$1,080.00	\$300.00	\$360.00	\$35.69	\$79.52	\$35.69	\$79.52	\$79.52	\$79.52
2"	\$762.00	Actual Cost	\$345.00	\$1,087.00	\$1,087.00	\$781.00	\$1,439.00	\$1,727.00	\$481.00	\$577.00	\$55.31	\$125.66	\$55.31	\$125.66	\$125.66	\$125.66
3"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$2,879.00	\$3,455.00	\$961.00	\$1,153.00	\$101.10	\$233.31	\$101.10	\$233.31	\$233.31	\$233.31
4"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$4,498.00	\$5,398.00	\$1,502.00	\$1,802.00	\$166.52	\$387.10	\$166.52	\$387.10	\$387.10	\$387.10
6"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$8,996.00	\$10,796.00	\$3,004.00	\$3,605.00	\$330.08	\$771.58	\$330.08	\$771.58	\$771.58	\$771.58
8"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost	\$14,394.00	\$17,273.00	\$4,806.00	\$5,767.00	\$526.34	\$1232.96	\$526.34	\$1232.96	\$1232.96	\$1232.96
10"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost										
12"	N/A	N/A	Bulk \$233	\$342.00	\$342.00	Actual Cost										

SEWER CHARGES Base Rate = \$18.00

Base rate plus \$5.55 per each 1,000 gallons of metered water
 Maximum monthly residential sewer (capped 10,000 gallons 5/8" & ¾")
 Sewer only customers with no water meter (5/8", ¾", 1" and 1 ¼" calculated)
 Sewer Wet Tap

There is no maximum sewer charge on commercial accounts.

PER UNIT WATER CHARGES 5/8" & ¾" ONLY Base Rate = \$9.51

1,000 to 5,000 gallons \$1.88 per 1,000 gallons
 5,001 to 10,000 gallons \$2.99 per 1,000 gallons
 10,001 to 15,000 gallons \$6.00 per 1,000 gallons
 >15,001 and over \$8.09 per 1,000 gallons

FIRE LINE SERVICE (no meter)

Flat fee based on size of service (monthly)

4" and under	\$8.77	8"	\$54.30
6"	\$25.48	10"	\$97.64

Fire Hydrant Installation \$5,710.00 per hydrant
 Fire Hydrant Service \$18.42 per hydrant per mo.
 Fire Hydrant Flow Test \$200.00
 Deposit for temporary/hydrant meter 1" \$396.00
 Deposit for temporary/hydrant meter 2" \$1077.00
 1" -2" Hydrant/Jumper Meter Install or Relocation \$163.00

BULK CHARGES

Bulk Usage	Capital Recovery Surcharge
Bulk Water \$3.69 per 1,000 gallons	\$0.68 per 1,000 gallons
Bulk Wastewater \$5.13 per 1,000 gallons	\$1.00 per 1,000 gallons
Bulk Reclaim \$0.65 per 1,000 gallons	
Bulk Reclaim w/o Storage & Pumping \$0.33 per 1,000 gallons	

OTHER SERVICE FEES AND CHARGES

Turn on/turn off service (scheduled 24 hours in advance)	\$57.00
Same-day turn on/turn off service	\$98.00
Emergency service call (working hours)	\$98.00
Emergency service call (after hours)	\$208.00
Meter reading request (special)	\$98.00
Reconnection after turn off for nonpayment	\$129.00
Grease Inspection	\$97.00 per inspection
Septage/Grease disposal	\$85.32 per 1,000 gallons
Sludge Processing	\$139.54 per 1,000 gallons
Hydrant Flow/System Pressure Testing	\$200.00 per test
Re-inspection of Engineering Inspection Fee	\$137.00 per re-inspection
Deposit Inquiry Fee	\$5.00
Profiling	\$208.00
Application/Transfer Fee	\$17.00

RECLAIMED WATER (FOR IRRIGATION)

Wet Weather Rate Commercial TBD



A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ADOPTING AN ADDITIONAL BULK RECLAIMED WATER RATE WITHOUT STORAGE AND PUMPING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VII of the Florida Constitution, Chapter 125, Florida Statutes, and Chapter 110 of the Pasco County Code of Ordinances empowers the Board of County Commissioners of Pasco County, Florida to establish and revise water and wastewater rates, fees, and charges whenever necessary; and

WHEREAS, the Board of County Commissioners last revised the rates on July 11, 2017, setting the rates for Fiscal Years 2018 through 2021; and

WHEREAS, at the Public Hearing on July 11, 2017 the Board of County Commissioners requested information regarding an additional bulk reclaimed water rate analysis; and

WHEREAS, the County advertised a Public Hearing to consider an additional bulk reclaimed water rate (hereinafter referred to as "bulk reclaimed water rate without storage and pumping") at least ten (10) days before the date of the Public Hearing as required by law; and

WHEREAS, the Board of County Commissioners held a Public Meeting on September 26, 2017 in the Board Room at the West Pasco Government Center, New Port Richey, Florida, at which the Board received public comment and was advised of the need to address a bulk reclaimed water rate without storage and pumping; and

WHEREAS, the Board of County Commissioners having heard and considered evidence for and against the proposed rate, and based upon such evidence, has determined that the rate for Fiscal Years 2018 through 2021 set forth in Exhibit A attached hereto, and for all purposes incorporated herein, are reasonable, necessary, and justified, and satisfy the requirements of the Pasco County Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled, that the Board of County Commissioners hereby adopts the Bulk



P13

Reclaimed Water Rate Without Storage and Pumping for Fiscal Years 2018 through 2021, as set forth in Exhibit A. These rates, fees, and charges shall be effective beginning October 1, 2017.


DONE AND RESOLVED this 26 day of September, 2017.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA



PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER



MIKE MOORE, CHAIRMAN

APPROVED
IN SESSION

SEP 26 2017
PASCO COUNTY
BCC

EXHIBIT A

Bulk Reclaimed Water Rate Without Storage and Pumping

per thousand gallons

FY18	FY19	FY20	FY21
\$.32	\$.33	\$.34	\$.35

Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT by and among **PASCO COUNTY**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, FL 33525 (“Grantor”) and **SHADY HILLS ENERGY CENTER, LLC**, a Delaware limited liability company (“SHEC”), whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 (“Grantee”).

RECITALS

A. Grantor is the owner of certain real property located within the County of Pasco, State of Florida as more particularly described in Exhibit “A” attached hereto and referred to herein as the “County Property”.

B. SHEC has or will acquire an interest in certain real property located within the County of Pasco, State of Florida as more particularly described in Exhibit “B” attached hereto and referred to herein as the “SHEC Property”. The SHEC Property will be developed as a natural gas fired 573 megawatt combined – cycle generating facility (the “Shady Hills Combined Cycle Facility” or “SHCCF”).

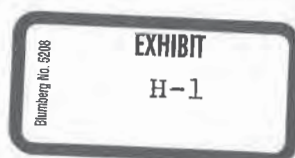
C. In order for the SHEC Property to be developed and operated as the SHCCF, SHEC desires Grantor to grant certain easements in, to, over and across the County Property or more particularly described in Exhibit “C” attached hereto and referred to herein as the “Easement Property” for the installation, operation and maintaining of a 230-kilowatt electric transmission line (the “Gen-Tie Line”).

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE I – EASEMENTS

A. Utilities.

a. The Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual easement in, to, over, under, along and across those portions of the County Property necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation and removal of those facilities and systems for the transmission of utility services, including, but not limited to electrical lines and drainage required for the operation and use of the SHCCF and the Gen-Tie Line. Grantee is prohibited from erecting any poles or



placing any guy wires closer than one hundred (100) feet to the east of the eastern edge of the existing access road to the adjacent Pasco County Solid Waste Resource Recovery Facility (RRF) and one hundred (100) feet to the west of the western edge of the existing access road at the entrance to the RRF. Except within 300 feet of the Duke transmission corridor, Grantee shall place and maintain the overhead interconnection electrical power lines within the 100-foot ROW a minimum vertical distance (height) of forty (40) feet above finished grade or roadways, measured from the lowest point (typically mid-span) of the wires, connectors, or cables and under worst-case operating conditions (i.e., maximum sag at high load, high temperature conditions) to the surface below. Grantee may not trim or remove trees outside of the 100-foot ROW unless necessary to comply with the Federal Energy Regulatory Commission (FERC) requirements under 18 C.F.R. Part 40, Mandatory Reliability Standards for the Bulk-Power System, including North American Electric Reliability Corporation (NERC) Electric Reliability Standard FAC-003-3, Transmission Vegetation Management (or subsequent version). Unless inconsistent with the FERC standards, removing, pruning, or trimming a tree shall be in conformance with the American National Standards Institute (ANSI) 300A 2001, as amended. Grantee must provide notification (by email) to the County Administrator at least three (3) business days prior removal of trees eighteen (18) inches diameter at breast height (dbh) and larger.

B. Ingress and Egress. Grantee for its use, and use of its employees, agents, contractors, sub-contractors, materialmen, laborers and suppliers, during construction shall enter upon the Easement Property from the SHEC Property; once in operation access will be from the east via the SHEC property and any other mutually acceptable access point from County Property for periodic inspection access to the Easement Property.

ARTICLE II – CONSTRUCTION

A. General Requirements. All installation, construction, reconstruction, repairs, and replacements shall be performed in accordance with all applicable governmental laws, rules and regulations in a good, safe and workman-like manner.

B. Indemnity. Grantee will defend, protect and indemnify and hold harmless Grantor from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities, including reasonable attorney fees, arising out of or resulting from any construction activities performed by, or on behalf of, Grantee on the County Property.

C. Liens. Grantee shall not permit any lien to be filed on the County Property as arising out of or resulting from Grantee's construction activities on the County Property, provided, however, if any construction lien is recorded against the County Property as result of such activities, Grantee shall remove or transfer to bond such lien and will defend, protect and indemnify Grantor from and against all claims and demands, actions and proceedings arising out of or resulting from such lien, retaining, however, the right to contest the validity thereof.

ARTICLE III – MAINTENANCE AND REPAIR

Grantee shall, at its sole cost and expense, operate and maintain the Easement Property in a clean, safe condition and good state of repair throughout the terms of this Easement Agreement in compliance with all applicable governmental laws, rules and regulations.

ARTICLE IV – INSURANCE

Grantee shall maintain Commercial General Liability Provision Policy write a combined single limit of liability of not less than _____ (\$ _____) for bodily injury, personal injury and property damage, rising out of any one occurrence. Grantor shall be insured on “additional insured” under such Policy. All insurance shall be written on an occurrence basis from a company rated by Best’s Rating Guide not less than _____ and is authorized to do business in the State of Florida. Insurance may be provided under a blanket policy that includes other properties and locations of Grantee or affiliated company.

ARTICLE V – SUCCESSORS AND ASSIGNS

This Easement Agreement and the rights and burdens hereunder shall be binding upon and run with title to the Easement Property and the SHEC Property. This Easement Agreement shall be for the benefit of, and restricted solely to, the owner and mortgagee of the SHEC Property and their respective employees, agents, servants, and invitees, from time to time, but is not intended, nor shall it be construed as, creating any rights in, or for the benefit of, the general public.

ARTICLE VI – TERMS AND TERMINATION

This Easement Agreement shall be effective upon recordation among the public records of Pasco County, Florida, and shall be perpetual; provided, however, the terms and provisions hereof, shall automatically cease and terminate and be of no further force and effect at such time as the SHEC Property has permanently closed operations as a power generating facility.

ARTICLE VII – MODIFICATION

This Easement Agreement shall not be modified except by written agreement executed by the parties hereto, or their successors or assigns holding title to the properties legally described herein.

ARTICLE VIII – MISCELLANEOUS

A. This Easement Agreement may be executed in any number of counterparts each of which shall be deemed as original. This Easement Agreement shall be governed by and in accordance with the laws of the State of Florida.

B. Each party to this Easement Agreement represents and warrants to the other that such party has authority to enter into, execute, and deliver this document and be bound by its terms.

C. Nothing contained herein shall restrict SHEC from granting a mortgage or security interest, or to assign or convey its interest in, its respective parcel as security for a loan secured by such parcel; provided, however, any and all such mortgage liens encumbering any parcel will be subordinate and subject, in all respects, to this Easement Agreement and any lender foreclosing on any such mortgage lien, or acquiring title by reason or a deed-in-lieu of foreclosure, will acquire title to the subject parcel subject to all of the terms, conditions and covenants of this Easement Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Easement Agreement to be executed on the _____ day of _____, 2018.

Attest:

COUNTY OF PASCO, a Political
Subdivision of the State of Florida

Paula S. O'Neil, Ph.D., Clerk
and Comptroller

By: _____
Mike Wells, Chairman

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC
a Delaware limited liability company

Print Name: _____

By: _____
Title: _____

Print Name: _____

STATE OF CONNECTICUT
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the _____ on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He/She is personally known to me or presented _____ as identification and did not take an oath.

Notary Public–State of Connecticut at Large
My Commission Expires:

Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION made as of the 4th day of September, 2018 by and between **PASCO COUNTY**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, FL 33525 (the "COUNTY") and **SHADY HILLS ENERGY CENTER, LLC**, a Delaware limited liability company, whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 ("SHEC").

WHEREAS, the COUNTY and SHEC have entered into that certain UTILITIES SERVICE AGREEMENT dated September 4, 2018 (the "USA");

WHEREAS, as consideration for SHEC to enter into the USA, COUNTY has granted an Option (the "Option") to SHEC to leave an easement on, over, under and across that certain real property, more particularly described in Exhibit "A" attached hereto, for the purpose set forth in the USA; and

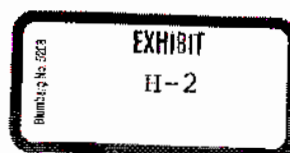
WHEREAS, the COUNTY and SHEC desire to give record notice of the Option and the rights created therein.

NOW, THEREFORE, in consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.
2. Notice and Confirmation of Option. Notice is hereby given as to the grant, validity and effect of the Option and all of the rights and remedies created thereby.
3. Binding Effect. This Memorandum of Option shall be binding upon the parties and shall be enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the COUNTY and SHEC have executed this Memorandum of Option as of the first date written above.

[SIGNATURES ON FOLLOWING PAGE]



APPROVED
IN SESSION

SEP 04 2018

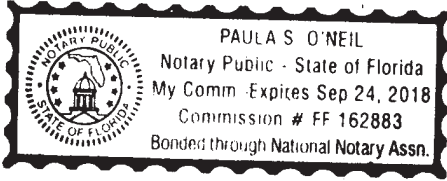
PASCO COUNTY
BCC

COUNTY OF PASCO, a Political
Subdivision of the State of Florida



PAULA S. O'NEIL, PH.D.
CLERK & COMPTROLLER

By: [Signature]
MIKE WELLS, CHAIRMAN
personally known to me



[Signature]
Notary Public - State of Florida at Large
My Commission Expires:

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC
a Delaware limited liability company

[Signature]
Print Name: TERRY E. ELKH

By: [Signature]
Title: Vice President

[Signature]
Print Name: Roy Belden

STATE OF CONNECTICUT
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 23rd day of August, 2018 by Anker Mathur, the Vice President on behalf of Shady Hills Energy Center, LLC a Delaware limited liability company. He/She is personally known to me or presented CT State drivers license as identification and did not take an oath.

[Signature]
Notary Public - State of Connecticut at Large
My Commission Expires: 10/31/2020

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

200 Foot Wide Easement: As Written by SurvTech Solutions

A 200 foot wide easement being a portion of the lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida, said easement lying and being in the North 1/2 of Section 25, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Section 25, Township 24 South, Range 17 East, Pasco County, Florida; thence coincident with the North boundary of said Section 25, S 89°52'05" W a distance of 661.37 feet to a point coincident with the East boundary of lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida; thence departing said North boundary coincident with said East boundary, S 00°04'08" E a distance of 2644.31 feet to a point coincident with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said South boundary, N 89°58'53" W a distance of 996.96 feet to a point marking the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, said point also being the POINT OF BEGINNING; thence continue coincident with said South boundary, N 89°58'53" W a distance of 3039.05 feet to a point coincident with the East boundary of a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 281, Page 111, of the Public Records of Pasco County, Florida; thence departing said South boundary coincident with said East boundary, N 10°10'31" E a distance of 203.18 feet to a point coincident with a line lying 200 feet North of and parallel with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said parallel line, S 89°58'53" E a distance of 3003.22 feet; thence departing said parallel line, S 00°01'07" W a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 604227.44 square feet, 13.871 acres, more or less.

Project No.: 20170212
Phase: 4
Drawing Name: 20170212_4SK
Last Field Date: N/A
Field Book/Page: N/A

Drafted By: B. Stinson
Date Drafted: 08/18/18
Revision Date: N/A
Approved By: S. Brown
Date Approved: 08/20/18

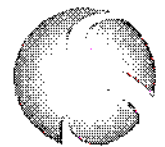
SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
10220 U.S. Highway 92 East, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. LB No. 7340

THIS IS NOT A FIELD SURVEY.

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

SURVEYING TODAY WITH
TOMORROW'S TECHNOLOGY



Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Point of Commencement

Northeast Corner of
Section 25-24S-17E

Approximate Parent
Parcel Boundary per
OR Book 1470, Page 12

North Boundary of
Section 25-24S-17E

L1

North 1/2 of
Section 25-24S-17E

East Boundary of
Lands Described per
OR Book 1470, Page 12

L2

200' Easement
(SEE SHEET 3)

L3

Parcel Id. #:
2524170000002000000

295' Florida Power
Corporation Right-of-way per
OR Book 281, Page 111

Hayes Road

Hayes Road

South Boundary of
the North 1/2 of
Section 25-24S-17E

Point of Beginning

Northeast corner of the
West 1/2 of the NE 1/4 of
the NW 1/4 of the SE 1/4
of Section 25-24S-17E

Line Information:

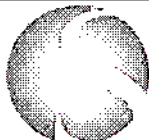
LINE	BEARING	DISTANCE
L1	S 89°52'05" W	661.37'
L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



Scale: 1" = 1200'

THIS IS NOT A FIELD SURVEY.

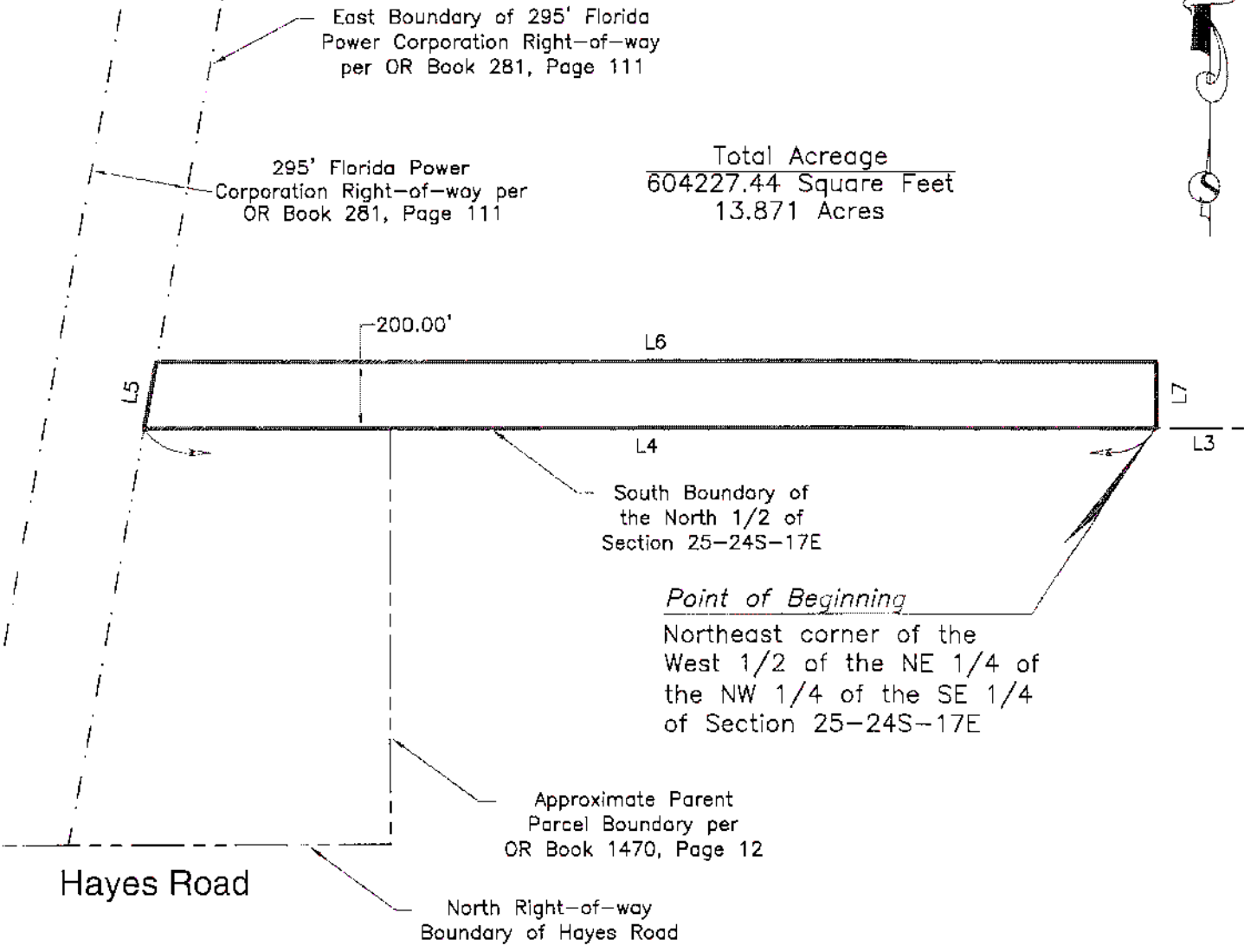
PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

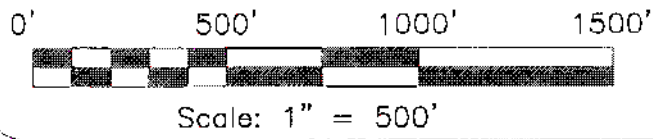


Total Acreage
 604227.44 Square Feet
 13.871 Acres

Point of Beginning
 Northeast corner of the
 West 1/2 of the NE 1/4 of
 the NW 1/4 of the SE 1/4
 of Section 25-24S-17E

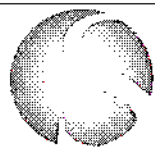
Line Information:

LINE	BEARING	DISTANCE
L3	N 89°58'53" W	996.96'
L4	N 89°58'53" W	3039.05'
L5	N 10°10'31" E	203.18'
L6	S 89°58'53" E	3003.22'
L7	S 00°01'07" W	200.00'



THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

NOTICE OF EXERCISE OF OPTION

This Notice of Exercise of Option dated as of the ____ day of _____, 201__, given by SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company (“SHEC”) as follows:

WHEREAS, on the _____ day of _____, 2018, SHEC entered into a UTILITIES SERVICE AGREEMENT (the “USA”) with PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) wherein the County granted SHEC the exclusive right and option (“Option”) to have easements on, over, under and across the Option Property to evaluate, develop, construct, repair, reconstruct, operate, and maintain electrical transmission lines in accordance with the terms and provisions of an EASEMENT AGREEMENT dated the ____ day of _____, 2018, a Memorandum thereof recorded in Official Records Book _____ at Page _____, Public Records of Pasco County, Florida (the “Easement”); and

WHEREAS, SHEC desires to exercise the Option.

NOW THEREFORE, SHEC hereby gives notice of the exercise of the Option as of the date first written above and the subsequent recordation of the Easement among the Public Records of Pasco County, Florida.

WITNESSES:

SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____ the _____ on behalf of the Shady Hills Energy Center, LLC. He/She [] is personally known to me or [] presented _____ as identification and did not take an oath.

Notary Public – State of Florida at Large
My Commission Expires:



Prepared by and return to:
James B. Soble, Esquire
Gunster, Yoakley & Stewart, P.A.
401 E. Jackson St., Suite 2500
Tampa, FL 33602

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (“Easement”) by and among PASCO COUNTY, a political subdivision of the State of Florida, whose address is _____ (the “COUNTY”), and SHADY HILLS ENERGY CENTER, LLC, a Delaware limited liability company, whose address is c/o GE Energy Financial Services, 901 Main Avenue, Norwalk, Connecticut 06851 (“SHEC”).

RECITALS

A. The COUNTY and SHEC are parties to that certain UTILITIES SERVICE AGREEMENT dated the 4th day of September, 2018 (the “USA”);

B. The COUNTY is the owner of certain real property as more particularly described in Exhibit “A” attached hereto and made a part hereof and referred to herein as the “County Property”;

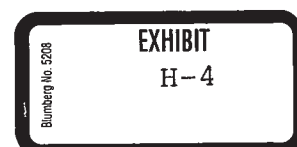
C. SHEC, a Delaware limited liability company, is planning, licensing and engineering to develop and construct a combined cycle electric generation projection (the “Shady Hills Combined Cycle Facility” or “SHCCF”) on a portion of certain real property as more particularly described in Exhibit “B” attached hereto and made a part hereof and referred to herein as the “SHEC Property”; and

D. Pursuant to the terms of the USA, the COUNTY agreed to grant to SHEC, during the term of the Option Period, and as the same may be extended as set forth in the USA, a temporary access easement (“Temporary Access Easement”) for access to the County Property for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, it is agreed as follows:

1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. TEMPORARY ACCESS EASEMENT. The COUNTY hereby grants and conveys to SHEC a Temporary Access Easement, during the Option Period, for access to, and ingress and egress for its use by its employees, agents, contractors and consultants, for the purposes of inspection, survey, tests, including, but not limited to, environmental, archeological and geologic studies, design of improvements, and other activities and actions reasonably related to the investigation by SHEC of the suitability of the County Property for SHEC’s SHCCF (the



“Investigative Procedures”). SHEC shall enter the Temporary Access Easement from the SHEC Property.

3. INDEMNITY. SHEC will defend, protect, indemnify and hold harmless the COUNTY from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities, including reasonable attorneys’ fees, arising out of or resulting from the Investigative Procedures.

4. REPAIRS. SHEC agrees to repair any damage to the County Property arising out of, or resulting from, the Investigative Procedures and shall, upon termination of this Temporary Easement, remove any equipment from, and restore as near as possible to its original condition, the Option Property.

5. NO LIENS. SHEC shall not permit any lien to be filed on the County Property arising out of or resulting from the Investigative Procedures; provided, however, if any such lien is recorded against the County Property as a result of such activities, SHEC shall remove or transfer to bond such lien and will defend, protect and indemnify the COUNTY from and against all claims and demands, action and proceedings arising out of or resulting from such lien, retaining, however, the right to contest the validity thereof.

6. TERM. The Term of this Temporary Access Easement shall expire upon the sooner of the termination of the Option Period or notification by SHEC of its election not to exercise the Option granted in the USA.

7. EFFECT AND GOVERNING LAW. This Temporary Access Easement shall be effective upon recordation among the public records of Pasco County, Florida and shall be governed by and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Temporary Access Easement to be executed as of the 4th day of September, 2018.



COUNTY OF PASCO, a political subdivision of the State of Florida

Paula S. O'Neil
Paula S. O'Neil, Ph.D., Clerk & Comptroller

By: [Signature]
Mike Wells, Chairman

APPROVED
IN SESSION

SEP 04 2018

PASCO COUNTY
BCC

WITNESSES:

Terry E. Eldon
Print Name: TERRY E. ELON

Roy Belden
Print Name: Roy Belden

SHADY HILLS ENERGY CENTER, LLC, a
Delaware limited liability company

By: [Signature]
Title: Vice President

STATE OF CONNECTICUT

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 23rd day of August,
2018 by Ankur Mathur the Vice President on behalf of
the Shady Hills Energy Center, LLC. He/She is personally known to me or presented CT State
drivers license as identification and did not take an oath.

[Signature]
Notary Public—State of Connecticut at Large
My Commission Expires: 10/31/2020

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida

200 Foot Wide Easement: As Written by SurvTech Solutions

A 200 foot wide easement being a portion of the lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida, said easement lying and being in the North 1/2 of Section 25, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northeast corner of Section 25, Township 24 South, Range 17 East, Pasco County, Florida; thence coincident with the North boundary of said Section 25, S 89°52'05" W a distance of 661.37 feet to a point coincident with the East boundary of lands described in Official Records Book 1470, Page 12, of the Public Records of Pasco County, Florida; thence departing said North boundary coincident with said East boundary, S 00°04'08" E a distance of 2644.31 feet to a point coincident with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said South boundary, N 89°58'53" W a distance of 996.96 feet to a point marking the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, said point also being the POINT OF BEGINNING; thence continue coincident with said South boundary, N 89°58'53" W a distance of 3039.05 feet to a point coincident with the East boundary of a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 281, Page 111, of the Public Records of Pasco County, Florida; thence departing said South boundary coincident with said East boundary, N 10°10'31" E a distance of 203.18 feet to a point coincident with a line lying 200 feet North of and parallel with the South boundary of the North 1/2 of said Section 25; thence departing said East boundary coincident with said parallel line, S 89°58'53" E a distance of 3003.22 feet; thence departing said parallel line, S 00°01'07" W a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 604227.44 square feet, 13.871 acres, more or less.

THIS IS NOT A FIELD SURVEY.

Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. LB No. 7340

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a deed bearing of S 89°52'05" W for the North Boundary of Section 25-24S-17E per OR Book 1470, Page 12.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

SURVEYING TODAY WITH
TOMORROW'S TECHNOLOGY



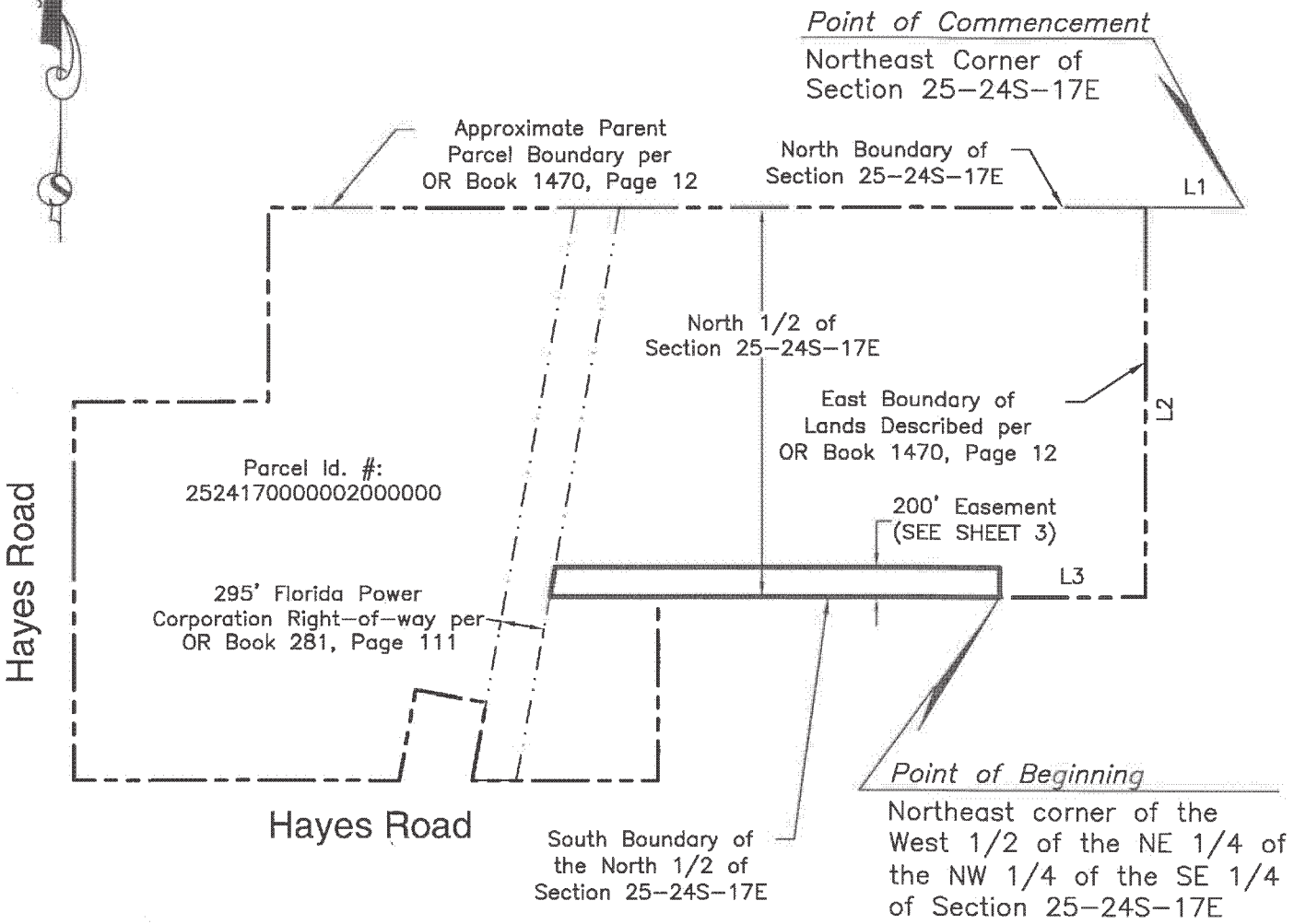
SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Project No.: 20170212
Phase: 4
Drawing Name: 20170212_4SK
Last Field Date: N/A
Field Book/Page: N/A

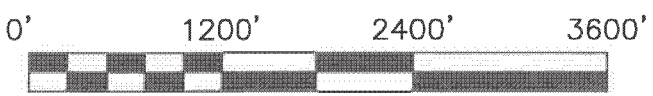
Drafted By: B. Stinson
Date Drafted: 08/18/18
Revision Date: N/A
Approved By: S. Brown
Date Approved: 08/20/18

Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
Pasco County, Florida



Line Information:

LINE	BEARING	DISTANCE
L1	S 89°52'05" W	661.37'
L2	S 00°04'08" E	2644.31'
L3	N 89°58'53" W	996.96'



Scale: 1" = 1200'

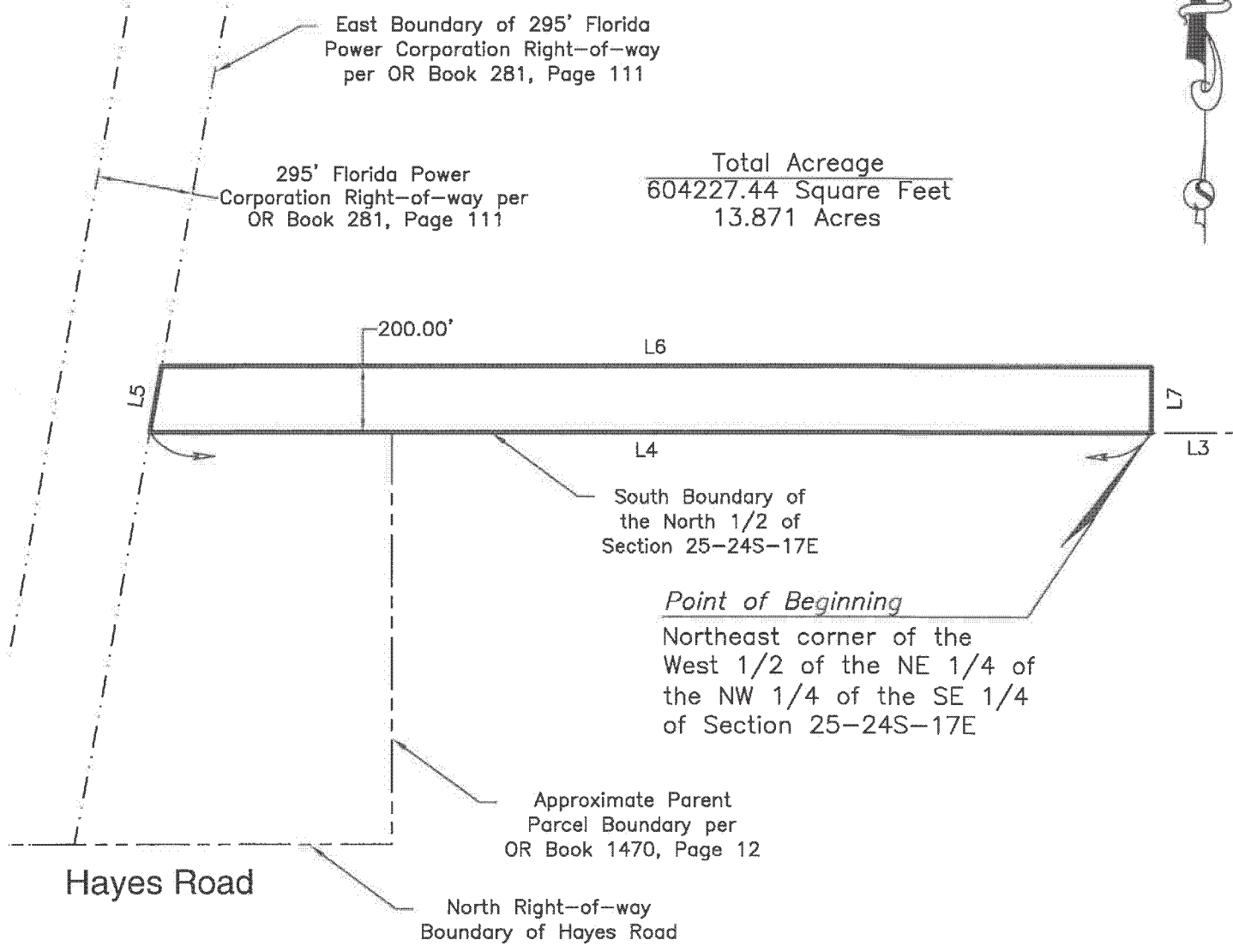
THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
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Sketch & Description
Shady Hills Energy Center, LLC
200 Foot Wide Easement
Section 25, Township 24 South, Range 17 East
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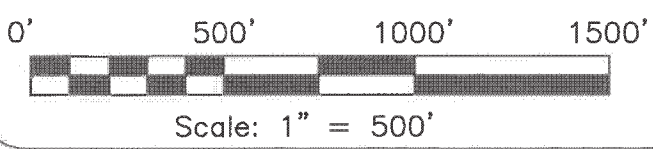


Total Acreage
604227.44 Square Feet
 13.871 Acres

Point of Beginning
 Northeast corner of the
 West 1/2 of the NE 1/4 of
 the NW 1/4 of the SE 1/4
 of Section 25-24S-17E

Line Information:

LINE	BEARING	DISTANCE
L3	N 89°58'53" W	996.96'
L4	N 89°58'53" W	3039.05'
L5	N 10°10'31" E	203.18'
L6	S 89°58'53" E	3003.22'
L7	S 00°01'07" W	200.00'



THIS IS NOT A FIELD SURVEY.

PROJECT NO.: 20170212
 PHASE: 4
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

EXHIBIT 2

Corrected

BEFORE THE PLANNING COMMISSION IN AND FOR PASCO COUNTY

IN RE: SPECIAL EXCEPTION APPLICATION NO. 7295
SHADY HILLS ELECTRIC COMPANY, LLC

ORDER

THE PLANNING COMMISSION OF PASCO COUNTY, FLORIDA, on January 10, 2018, with a quorum present and voting, after due public notice, being empowered under Chapter 200, Section 204 of the Pasco County Land Development Code (LDC) to hear and decide requests for special exceptions, does hereby make the following findings, conclusions, and interpretations as applied to the above special exception request for a power generating plant for essential public services in an A-C Agricultural District:

1. A transmission and power delivery facility is a specified special exception use as set forth in the A-C Agricultural District.
2. The Planning Commission has heard and considered the presentation and evidence of the applicant and individuals in opposition to and in favor of the application.
3. The Planning Commission has reviewed the report and recommendations of County staff and the following findings of fact:

FINDINGS OF FACT:

- a. The subject site is a vacant portion of Shady Hills Power Company, LLC power plant tract, encompassing 10 acres of a 30 acre tract owned by Shady Hills Power Company, LLC. The applicant proposes to use the site for a new electric private utility facility (a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant).

The applicant provided the following narrative:

Proposed Special Exception: Shady Hills Power Company LLC proposes to construct and operate a new electric private utility facility herein described as a nominal 550 megawatt (MW) combined-cycle, natural gas-fired, electric power generating plant (Project) in unincorporated Pasco County, Florida. The proposed Project will be constructed on a 10-acre parcel of land (expansion site) situated adjacent to and east of an existing electric power generating plant that Shady Hills Power Company LLC owns and operates. The existing facility was approved by the Pasco County Planning Commission under Special Exception RA5528 dated December 8, 1999. The Site is located on Merchant Energy Way, north of Hudson Road, east of Shady Hills Wastewater Treatment Plant, and south of the Pasco County Resource Recovery facility.

The Project will consist of a single combustion turbine generator equipped with advanced emission control equipment, a heat recovery steam generator with duct burners, a single condensing Steam Turbine Generator, a deaerating surface condenser, a mechanical draft wet cooling tower, and associated ancillary equipment necessary for the generation of electric energy. A short (approximately 1.0 mile) new transmission line will be required as part of the Project that will traverse the resource recovery property and connect to a new Duke substation to be located within Duke's existing transmission lines rights-of-way.

The Project will increase electrical generation capacity that currently exists on the adjacent 20 acres by approximately 550 MWs using economical, fuel-efficient, state-of-the-art technology, while minimizing environmental impacts to the expansion site and surrounding area. The Project will be fired by natural gas only. Natural gas will be transported by Florida Gas Transmission through an existing pipeline lateral connection that terminates at the existing power plant site. The Project will utilize treated wastewater (also referred to as reclaimed water)

obtained from Pasco County from and/or through the Shady Hills Wastewater Treatment Plan for process purposes, including cooling. The Project will secure the rights-of-way by easement with Pasco County and install piping in the rights-of-way to transfer reclaimed water to the County and install piping in the Rights-of-way to transfer reclaimed water to the expansion site. The plant will use zero liquid discharge technology to eliminate industrial wastewater discharge. Potable water and sanitary sewer will be provided by Pasco County from connections at the existing adjacent power plant.

- b. The subject site is 330 feet wide and approximately 1,320 in depth.
- c. Access to the site is from Merchant Energy Way, a private, 2-lane residential paved roadway within a 24-foot wide (varies) private maintained right-of-way in very good condition. The private portion of Merchant Energy Way ties into a 2-lane county paved roadway within a 24 foot wide (varies) county maintained right-of-way that connects to Hudson Avenue, a 2-lane residential roadway within a 24' – 26 foot wide (varies) county maintained right-of-way.
- d. The subject site is located in Flood Zone "X," and development is subject to the requirements of the Land Development Code (LDC), Section 1104, Flood Damage Prevention.
- e. The surrounding area is characterized by an electric generating plant, a wastewater treatment plant, a resource recovery facility, inactive concrete batch plant, single family residential and a planned outdoor shooting range (Pasco Sheriff Office).
- f. The subject area has been designated RES-1 (Residential – 1 du/ga) under the Comprehensive Plan.

- g. The subject site is within the South Market Area and Urban Expansion Area.
- h. On September 26, 2017, the owner's/applicant's consultants met with the representatives from the Planning and Development Department, the Fire Rescue Department, and the Office of Economic Growth to discuss the expansion of the subject facility.
- i. On November 17, 2017, the subject request was found to be exempt from Timing and Phasing (Section 901.12.C.1) as the highest and best use of the proposed special exception would result in less than 50 peak hour trips, a.m. or p.m. whichever is higher. Access Management Analysis and Substandard Road Review will be performed at the time of Preliminary Site Plan or Preliminary Development Plan, if applicable.
- j. On December 8, 1999, the existing facility was approved, with conditions, by the Pasco County Planning Commission under Special Exception Petition No. 5528.

The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of the County's Comprehensive Plan.
- k. On December 13, 2017 the Planning Commission approved Special Exception No. 7290, with conditions, for a transmission, substation, and power delivery facility for Seminole Electric Cooperative for a parcel located adjacent to the east of the subject site.
- l. The proposed request is consistent with the LDC, Chapter 400, Permit Types and Applications; Section 402.4.E, Special Exception, Review Considerations; and the applicable provisions of

the County's Comprehensive Plan.

4. Upon consideration and adoption of the recommendation of staff and the evidence presented at the public hearing, the Planning Commission has determined that the standards for issuing a special exception, as set forth in the Pasco County LDC, Chapter 400, Section 402.4.F. have been met.

5. The special exception requested is consistent with the adopted Pasco County Comprehensive Plan and would not have an adverse effect on the health, safety, and welfare of the public.

Accordingly, it is hereby

ORDERED that Special Exception Application No. 7295 is hereby approved for the property described in Exhibit A attached hereto, subject to the following conditions:

CONDITIONS OF APPROVAL

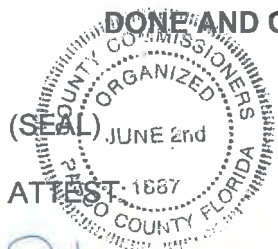
1. The owner/developer shall provide a new driveway and loop road around the perimeter of the proposed plant expansion. At time of preliminary site plan review, the owner/applicant shall be required to file an access-management analysis for review and approval by the County. The owner/applicant shall be required to comply with any conditions that the approved access-management analysis may require.
2. All access shall be via Hudson Avenue and Merchant Energy Way.
3. The owner/applicant acknowledges that any provision of Pasco County ordinances, not specifically waived shall be in full force and effect, including all applicable conditions of Special Exception Petition No. 5528.
4. The owner/applicant shall enter into a utility service agreement with Pasco County prior to site plan approval.
5. Prior to any development or redevelopment of the site, the owner/applicant shall submit and receive approval of a Preliminary Site Plan, per Land Development Code, Section 403.
6. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

7. This special exception shall be limited to power generating facility for essential public services use of power generating facilities (stack, heat recovery steam generator, gas turbine, inlet air filter, generator, take-off tower/circuit breaker/line disconnect switch, step-up transformer, fuel gas condition and pressure regulation station, gas metering yard, auxiliary broiler area, circulating water pumps, cooling tower (fan height 50 feet), steam turbine, electric power distribution center (PDC) 1,500 sq.ft. +/-, surface condenser, new lines, rebuilds and maintenance needs), and associated and ancillary equipment for generation to occur.


8. This approval is subject to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals. In addition, staff may initiate an enforcement for violations of the conditions of approval by any of the methods available in the LDC, Section 108, or through revocation of the Special Exception pursuant to the provisions of the LDC, Section 402.4.I, Revocation of Special Exception and Conditional Use Approvals, or both.

9. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Planning and Development Department after the final action.

DONE AND ORDERED effective as of this 10th day of January, 2018.



PLANNING COMMISSION OF
PASCO COUNTY, FLORIDA



PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER



CHAIRMAN
09/06/2018