



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 P. O. Box 1010  
 Fernandina Beach, Florida 32035-1010

Nick Deonas  
 Ansley Acree  
 Vickie Samus  
 Floyd L. Vanzant  
 Marianne Marshall

Dist. No. 1 Fernandina Beach  
 Dist. No. 2 Fernandina Beach  
 Dist. No. 3 Yulee  
 Dist. No. 4 Hilliard  
 Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
 Ex-Officio Clerk

MICHAEL S. MULLIN  
 County Attorney

October 15, 2003

Mr. Scott Lewis  
 North Florida Customer Manager  
 Florida Power & Light Company  
 303 Hastings Road  
 St. Augustine, FL 32084

Re: FPL incentive for new chillers at Nassau County  
 Courthouse

Dear Mr. Lewis:

Enclosed is an original agreement for the referenced program as approved by the Nassau County Board of County Commissioners. Please secure the appropriate signatures and return the agreement in the enclosed self-addressed envelope. We will send you a certified copy by return mail.

We appreciate your cooperation and are pleased for the opportunity to participate in this program. Please let us know if we may be of any further assistance.

Sincerely,

J. M. "Chip" Oxley, Jr.  
 Ex-Officio Clerk

jgb

Enclosures



Florida Power & Light Company, 303 Hastings Road, St. Augustine, FL 32084

October 1, 2003

Nassau County  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk  
191 Nassau Place  
Yulee, FL 32097

*Book  
around  
10/13/03*

Re: FPL incentive for new chillers at Nassau County Courthouse

Dear Mr. Oxley:

I am happy to qualify the new chillers at the courthouse for FPL's incentive program. The chillers meet our energy efficient guidelines and we will pay a rebate of \$12 per full load ton. The total amount will be \$4,320. I have enclosed our chiller agreement for your execution. Please sign and return to me and I will process the final paperwork. I would like to present this check to the county commission at a future meeting. I will contact you when I have the check for scheduling the presentation.

This incentive would not have been possible with out the cooperation of Dawn Stevenson and Chad Word. Please contact me if I can by of any further assistance at 904-824-7630.

Sincerely

A handwritten signature in cursive script that reads "Scott Lewis".

Scott Lewis  
North Florida Customer Manager

enclosure

## COMMERCIAL/INDUSTRIAL HVAC PROGRAM CHILLER PARTICIPATION AGREEMENT

This Agreement is made and entered into by and between Florida Power and Light Company, a Florida corporation, whose mailing address is P.O. Box 029100, Miami, Florida 33102-9100, (hereinafter referred to as "FPL"), and **Nassau Cty BCC**, whose business address is **24100 William Burgess Blvd, Yulee, FL 32097** (hereinafter referred to as "Customer").

### SECTION I

It is agreed:

Program Objective. The objective of the Commercial and Industrial HVAC Program (hereinafter referred to as "Program") is to encourage the reduction of coincident peak demand and energy consumption by the installation of high efficiency chillers. FPL's commercial and industrial customers who are installing or replacing air-cooled, water-cooled, or evaporative-cooled chillers are eligible to participate (See Program's Participation Standards for minimum efficiency improvements and chiller performance ratings) in the program.

### Customer's Obligations.

1. Customer grants FPL reasonable access to its property to verify that project meets all Program Standards upon completion of installation and before the incentive is paid.
2. The Customer agrees, as part of the project, to allow FPL to periodically test and monitor the performance of the chiller. This monitoring information will be used strictly to validate the Program's objective.
3. Customer agrees to replace "like-size" equipment. But in the event sizing changes are desired, FPL recommends Customer employ a consultant to design the proposed changes. Any changes in sizing will be solely the Customer's decision and responsibility.
4. Customer agrees that FPL assumes no responsibility for and does not warrant any savings associated with the project and is not responsible for any costs to Customer arising from the performance of this Agreement.

5. Customer must install unit(s) of at least the same efficiency if unit(s) that have been installed under this program are to be replaced within ten (10) years.
6. Customer shall have the chiller installed by a licensed mechanical contractor or air-conditioning contractor in good standing with the State of Florida. The contractor must comply with all government statutes, codes, ordinances and accepted engineering practices.
7. Customer will have adequate property insurance to cover the replacement of the new unit(s).
8. A Customer receiving an incentive shall repay the incentive plus interest to FPL if:

For any reason the Customer removes the equipment or ceases operation and maintenance of the equipment or ceases to purchase electricity from FPL during the first five (5) years of operation, the Customer receiving the incentive shall repay the incentive plus interest to FPL. FPL shall calculate the interest rate in accordance with the methodology approved by the Florida Public Service Commission used to calculate the interest rate for the Energy Conservation Cost Recovery (ECCR) Clause as it relates to under and over recovery. FPL shall provide written notice to the Customer of the repayment amount plus interest. However, if the Customer is the owner of or is operating the facility on behalf of an owner, cessation of the operation of the equipment due to the owner going out of business shall not give rise to an obligation to repay the incentive plus interest.

#### Compensation.

9. Upon chiller installation and FPL's approval that it satisfies Program standards, FPL will pay a one-time incentive based on the chiller efficiency and condenser type as outlined in the Program Standards. The check can be made payable to the customer and/or the customer's designee, whichever the Customer indicates.

#### Term.

10. The term of this Agreement shall begin **October 1, 2003**, and extend until delivery of the incentive check to Customer or one year from the date of this Agreement whichever is earlier.

11. Either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other party, in which case each party assumes all of its costs incurred to the date of termination and holds the other party harmless for any costs arising after the date of termination.

## **SECTION II**

Tort Liability. Customer shall have the liability provided by law for its torts. Actions at law against Customer to recover money damages for injury or loss of property, personal injury or death caused by negligent or wrongful acts or omissions may be prosecuted pursuant to Section 768.28, Florida Statutes.

Parties' Status. Neither FPL nor Customer is the agent, employee, or servant of the other and neither party holds the power or authority to act, bind, or make commitments on behalf of the other.

Amendment. This Agreement represents the complete understanding between FPL and Customer, and cannot be amended or modified without a written instrument executed by both parties to this Agreement.

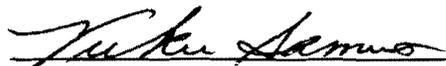
Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except as stipulated in this Agreement.

Notices. Written notices shall be given to the respective parties at the addresses set forth herein by Certified Mail, Return Receipt Requested, or at such other place as one party may direct the other in writing.

Governing Laws. This Agreement shall be construed under and governed by the laws of the State of Florida. It is expressly agreed that if any clause, paragraph, provision or portion of this Agreement shall be held or declared to be void or illegal for any reason by a court of competent jurisdiction, such court holding shall not invalidate or affect the enforceability of the remainder of such clause, paragraph, provision or portion thereof, or any other clause, paragraph, provision or part of this Agreement.

IN WITNESS WHEREOF, Florida Power and Light Company ("FPL") and Nassau Cty BCC have executed this Agreement on **October 1, 2003.**

**CUSTOMER**

By   
(Customer Representative)

Print Name Vickie Samus

FPL Account No. **84379-10170**  
2-200 ton chillers courthouse  
design load 360 tons total

Tax Identification No. **59-1863042**

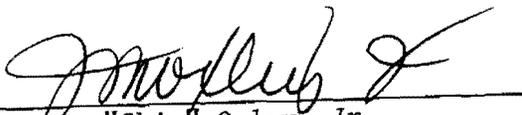
**FLORIDA POWER & LIGHT**

By \_\_\_\_\_  
FPL HVAC Specialist

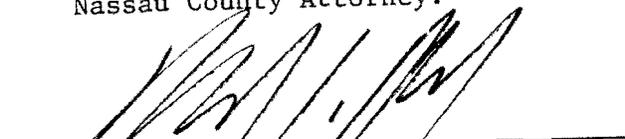
By \_\_\_\_\_  
FPL C/I Regional Manager

rev. 5/1/00

ATTEST:

  
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
Michael S. Mullin