

**AMENDMENT AGREEMENT  
BY AND BETWEEN  
FLORIDA POWER & LIGHT COMPANY  
AND  
CITY OF LAKE WORTH, FLORIDA**

This **AMENDMENT AGREEMENT**, dated as of \_\_\_\_\_, 2025, by and between FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, herein referred to as "FPL", and CITY OF LAKE WORTH, FLORIDA, a municipal corporation duly constituted, organized, and existing under the laws of the State of Florida, and which operates a municipal electric utility, herein referred to as "LWU", revises the Contract for Interconnected Operations between FPL and LWU designated as FERC Rate Schedule No. 322 (the "Interconnection Agreement"). FPL and LWU are sometimes herein referred to collectively as the "Parties" and individually as "Party". Henceforth, LWU will be referred to as the CITY OF LAKE WORTH BEACH and "CLWB" for the purposes of this Amendment Agreement, notwithstanding its designation as the City of Lake Worth and "LWU" in the Interconnection Agreement.

**WITNESSETH**

**WHEREAS**, the Interconnection Agreement provides for, among other things, the maintenance and operations of transmission interconnections between the transmission systems of FPL and CLWB;

**WHEREAS**, the Parties desire to amend **Exhibit A** of the Interconnection Agreement to reflect a new interconnection between FPL and CLWB.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Interconnection Agreement shall be amended by inserting new interconnection details to **Exhibit A** of the Interconnection Agreement.
2. The new interconnection details to **Exhibit A** of the Interconnection Agreement are reflected in **Attachment 1** and **Attachment 2** attached hereto, which are hereby incorporated by reference and considered an integral part of this Amendment Agreement.
3. All terms and conditions of the Interconnection Agreement not expressly amended by this Amendment Agreement shall remain unchanged and in full force and effect, and CLWB and FPL hereby expressly ratify and affirm the terms and conditions of the Interconnection Agreement as amended hereby. No waiver, amendment, or other modification to the terms and conditions of this Amendment Agreement shall be valid unless in writing and signed by the Parties hereto.

4. This Amendment Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute a single instrument. Further, the signatures of the duly authorized representatives of each Party need not be contemporaneous and shall be deemed effective if exchanged by electronic transfer between the Parties, or their respective designees, including transmittal by facsimile or electronic mail.
5. The effectiveness of this Amendment Agreement is conditional upon acceptance by the Federal Energy Regulatory Commission ("FERC"). Accordingly, FPL shall file this Amendment Agreement with FERC pursuant to Section 205 of the FPA and request that it be accepted by FERC without modification. At the request of FPL, CLWB shall support such filing, including the requested effective date to be proposed by FPL, and shall not lend support to any protests, motions, or pleadings that oppose in any way the timely acceptance of this Amendment Agreement.
6. If any provision or portion of this Amendment Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (a) such portion or provision shall be deemed separate and independent, (b) the Parties hereto shall negotiate in good faith to restore insofar as practicable the benefits to each party hereto that were affected by such ruling, and (c) the remainder of this Amendment Agreement shall remain in full force and effect.

**[Signatures appear on the following page]**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment Agreement to be executed in counterparts, in their names and by their respective officers duly authorized as of the date first referenced above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
Ed De Varona

Title: VP, FPL Power Delivery

Date: \_\_\_\_\_

**Attachment 1**

**Marked Exhibit A to Interconnection Agreement**

## Exhibit A

### Hypoluxo Interconnection Facilities

#### 1) Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1 ties:

- a. CLWB has a 138 kV interconnection connecting FPL's Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1 138 kV transmission lines with CLWB's Hypoluxo Road Substation located on Hypoluxo Road east of the Seaboard Coastline Railroad in Palm Beach County, Florida.
- b. FPL shall own and maintain the portions of the Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1 138 kV transmission lines up to and including the line insulators attached to the substation structure at Hypoluxo Road Substation. CLWB shall own and maintain all the facilities at the Hypoluxo Road Substation except FPL's RTU, which will be maintained by FPL at FPL's expense.
- c. **Point of Interconnection:** The Point of Interconnection will be on the FPL side of the Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1 138 kV transmission lines outside of CLWB's Hypoluxo Road Substation.
- d. **General Characteristics at the Point of Interconnection**

The general electrical characteristics at the interconnection point are as follows:

|                      |                    |
|----------------------|--------------------|
| Nominal Voltage:     | 138 kV             |
| Rated Frequency:     | 60.00 Hz           |
| Quantum-Hypoluxo #1: | 241MVA, (1010Amps) |
| FPL Conductor:       | 954 ACSR/AZ @ 75C  |
| Cedar-Hypoluxo #2:   | 301MVA, (1260Amps) |
| FPL Conductor:       | 954 ACSR/AZ @ 100C |

- e. **Point of Change of Ownership:** The Point of Change of Ownership will be at the Point of Interconnection.
- f. **System Protection Equipment**
  - i. Normal "Maintenance of Structures" at Hypoluxo Road Substation will be performed by CLWB. Such maintenance shall be performed in accordance with the manufacturers' recommendations, and in accordance with good modern generally accepted utility practice. Upon request, CLWB shall provide FPL copies of appropriate maintenance and repair records.
  - ii. FPL shall have the right of access to Hypoluxo Road Substation at any time for the purpose of installing, maintaining, repairing, inspecting, testing, emergency switching or operating any FPL equipment. CLWB shall provide FPL a key to Hypoluxo Road Substation or whatever else is necessary to allow access to the Hypoluxo Road Substation yard and control house.
  - iii. FPL shall have the right to review construction plans for any future alterations or additions to the configuration or operation of Hypoluxo Road Substation, prior to CLWB's implementation of such plans. CLWB will conform with any reasonable recommendations by FPL to modify the construction plans so long as these recommendations conform to standards consistent with good utility practice.
- g. **Data Acquisition Equipment**
  - i. Data Acquisition Equipment – Each Party will be responsible for its respective Data Acquisition Equipment and maintenance located at CLWB's

Hypoluxo Road Substation. CLWB will make space available for FPL's Data Acquisition Equipment inside CLWB's Hypoluxo Road Substation. Such responsibility will include all studies required for installation and maintenance of such Data Acquisition Equipment.

- ii. Data Points List – The list of data points shall be agreed to by the Operating Committee, but shall at least consist of real time MWs, MVARs, line current, line breaker(s) status, and bus voltage.

**h. Tie Metering Equipment**

- i. Metering and telemetering equipment will be located at CLWB's Hypoluxo Road Substation and shall be owned and maintained by CLWB. Additional metering and telemetering equipment will be located as necessary to measure any generation resource located on the CLWB side of the interconnection point and will be owned and maintained by CLWB. CLWB is responsible for the RTU's as well as the operation and maintenance of any related communications.

**i. Control of Breakers at Hypoluxo**

- i. FPL will have exclusive operational control of the 7W12 138 kV circuit breaker and supervisory control equipment associated with FPL's two transmission lines at Hypoluxo Road Substation and normal operational control of 7W9 and 7W15 138 kV breakers in the 138 kV section. However, in the event of an emergency, CLWB may operate any of the breakers under the direction of FPL's Division Load Dispatcher.

**j. Miscellaneous Provisions**

- i. Routine inspections and "Maintenance of Station Equipment" for the facilities owned by CLWB at Hypoluxo Road Substation may be performed for CLWB by FPL, upon written request, in accordance with FPL's regular procedures and practices. CLWB shall reimburse FPL for all of the costs incurred in rendering such inspection and maintenance service including all regular as well as extraordinary maintenance expenses for renewals and replacements of property units. Charges for routine inspection and minor maintenance expenses shall be recorded through an annual blanket jobbing account with billings rendered only for those months when such work is performed. Charges for major maintenance expenses or for renewals or replacements of property units will be recorded through individual specific jobbing accounts subject to prior written approval by CLWB's representative, except in an emergency, in which event FPL shall obtain oral approval from CLWB's representative to be later confirmed in writing. Payment for such expenses shall be made in accordance with FPL's regular procedures and practices.
- ii. CLWB agrees that FPL's interconnections with the Hypoluxo Substation shall be deemed to be a common point of interconnection such that no wheeling or separate delivery charges will be applied to FPL for power transfers that may occur within the Hypoluxo Substation, provided that such power transfers do not create operational limitations for CLWB or necessitate, at some point in the future, the upgrade of CLWB facilities.

## Canal Substation Interconnection Facilities

### 2) Osborne-Canal and Ranch-Canal ties:

- a. Loop-in the new City of Lake Worth Beach Canal Substation on what is currently the Osborne - Ranch 138kV line, Greenacres-Osborne line section.
- b. FPL shall own and maintain the portions of the Osborne-Canal and Ranch-Canal 138 kV transmission lines up to and including the line insulators attached to the substation structure at Canal Substation. CLWB shall own and maintain all the facilities at the Canal Substation except FPL's RTU, which will be maintained by FPL at FPL's expense.
- c. **Point of Interconnection:** The Point of Interconnection will be at the substation structures at Canal Substation. FPL will own the new transmission line from FPL's transmission system up to and including the first insulator at the pull off tower inside of Canal Substation

- d. **General Characteristics at the Point of Interconnection**

The general electrical characteristics at the interconnection point are as follows:

|                  |                     |
|------------------|---------------------|
| Nominal Voltage: | 138 kV              |
| Rated Frequency: | 60.00 Hz            |
| Circuit #1:      | 287 MVA, (1905Amps) |
| FPL Conductor:   | 1431 ACSR/AZ @ 115C |
| Circuit #2:      | 287 MVA, (1260Amps) |
| FPL Conductor:   | 1431 ACSR/AZ @ 115C |

This is what FPL is designing for; however, the new Transmission Line will not be rated at 1905A due to limiting factors on existing Line.

- e. **Point of Change of Ownership:** The Point of Change of Ownership will be at the Point of Interconnection.
- f. **System Protection Equipment:**
  - i. Normal "Maintenance of Structures" at Canal Substation will be performed by CLWB. Such maintenance shall be performed in accordance with the manufacturers' recommendations, and in accordance with good modern generally accepted utility practice. Upon request, CLWB shall provide FPL copies of appropriate maintenance and repair records.
  - ii. FPL shall have the right of access to Canal Substation at any time for the purpose of installing, maintaining, repairing, inspecting, testing, emergency switching or operating any FPL equipment, or operating CLWB equipment subject to operational control by FPL such as the 138 kV mid-circuit breaker 138B7002. CLWB shall provide FPL a key to Canal Substation or whatever else is necessary to allow access to the Canal Substation yard and control house.
  - iii. FPL shall have the right to review construction plans for any future alterations or additions to the configuration or operation of Canal Substation, prior to CLWB's implementation of such plans. CLWB will conform with any reasonable recommendations by FPL to modify the construction plans so long as these recommendations conform to standards consistent with good utility practice.
- g. **Data Acquisition Equipment**
  - i. Data Acquisition Equipment – Each Party will own its own Data Acquisition Equipment within CLWB's Canal Substation. Each Party will be responsible

for its respective Data Acquisition Equipment and maintenance located at CLWB's Canal Substation. CLWB will make space available for FPL's Data Acquisition Equipment inside CLWB's Canal Substation. Such responsibility will include all studies required for installation and maintenance of such Data Acquisition Equipment.

- ii. Data Points List – The list of data points shall be agreed to by the Operating Committee, but shall at least consist of real time MWs, MVARs, line current, line breaker(s) status, and bus voltage.

**h. Tie Metering Equipment**

- i. Metering and telemetering equipment will be located at CLWB's Canal Substation and shall be owned and maintained by CLWB. Additional metering and telemetering equipment will be located as necessary to measure any generation resource located on the CLWB side of the interconnection point and will be owned and maintained by CLWB. CLWB is responsible for the RTU's as well as the operation and maintenance of any related communications.

**i. Control of Breakers at Canal**

- i. FPL will have exclusive operational control of the 138 kV mid-circuit breaker 138B7002 at Canal Substation. However, in the event of an emergency, CLWB may operate the 138B7002 breaker locally under the direction of FPL's Division Load Dispatcher if the nature of the emergency so permits. CLWB will have exclusive operational control of the remaining 3 breakers in the 138kV ring bus, specifically CLWB breaker numbers 138B7001, 138B7003 and 138B7004.
- ii. FPL will coordinate with CLWB for operation of the 138kV switches at Canal Substation designated as 138G7013, 138G7014, 138M7031, and 138M7032, which will be operated by CLWB or its agent, and CLWB may give notice to FPL, from time to time, of the appointment of such an agent.

**j. Miscellaneous Provisions**

- i. Routine inspections and "Maintenance of Station Equipment" for the facilities owned by CLWB at Canal Substation may be performed for CLWB by FPL, upon written request, in accordance with FPL's regular procedures and practices. CLWB shall reimburse FPL for all of the costs incurred in rendering such inspection and maintenance service including all regular as well as extraordinary maintenance expenses for renewals and replacements of property units. Charges for routine inspection and minor maintenance expenses shall be recorded through an annual blanket jobbing account with billings rendered only for those months when such work is performed. Charges for major maintenance through individual specific jobbing accounts subject to prior written approval by CLWB's representative, except in an emergency, in which event FPL shall obtain oral approval from CLWB's representative to be later confirmed in writing. Payment for such expenses shall be made in accordance with FPL's regular procedures and practices.
- ii. CLWB agrees that it will not seek Network Credits under FPL's Open Access Transmission Tariff for any facilities associated with the construction or any existing facilities on CLWB's system, as a result of the Canal Substation

Interconnection. Likewise, CLWB agrees that FPL's interconnections with the Canal Substation shall be deemed to be a common point of interconnection such that no wheeling or separate delivery charges will be applied to FPL for power transfers that may occur within the Canal Substation, provided that such power transfers do not create operational limitations for CLWB or necessitate, at some point in the future, the upgrade of CLWB facilities.