



AGENDA
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 25, 2022 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [November 30, 2021](#)

NEW BUSINESS:

- A. [First Amendment with The Davey Tree Expert Company](#)
- B. [First Amendment to Task Order No. 3 with Power Engineers, Inc. to complete additional engineering design for the new 138kV Canal Switchyard.](#)
- C. [First Amendment with Precast Specialties, LLC](#)
- D. [Resolution No. 09-2022 – amending the Interconnection Rules for the Net Metering Program](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 30, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:48) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (2:13) led by Commissioner Kimberly Stokes.

AGENDA - Additions/Deletions/Reordering: (2:32)

The following item was added to the agenda: Unfinished Business Item C, Resolution No. 75-2021 -- establishing an In Community Solar Program and reorder to Unfinished Business Item A and heard directly following the presentations on the matter. Unfinished Item A, Change in the Convenience Fee model is reordered to Unfinished Item B and Unfinished Item B, Establishing New Utility Rates reordered to Unfinished Item C. Agenda further amended to address New Business Items A – F before Unfinished Business Item C, Establishing New Utility Rates.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

Action: Discussion and consensus to hear Unfinished Business Item C, new Electric Utility Rates and Charges to be Effective on either January 1, 2022 or April 1, 2022 after all New Business Items are heard. (2:04:08)

PRESENTATIONS: (there is no public comment on Presentation items)

A. Community Solar Presentation by Katie Chiles Ottenweller

B. An Industry Perspective on Community Solar presented by Brion Fitzgerald and Eric Misbach of NexAmp

UNFINISHED BUSINESS: (1:34:28)

A. (added & reordered to follow Presentations) Resolution No. 75-2021 -- establishing an In Community Solar Program (37:52)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 75-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
DIRECTING ITS MUNICIPALLY OWNED UTILITY TO IMPLEMENT AN “IN
COMMUNITY SOLAR PROGRAM”; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Consensus by commission to direct staff to bring back a draft Request for Proposal (RFP) for the In-Community Solar program to the March 2022 Electric Utility Meeting.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:30:08)

APPROVAL OF MINUTES: (1:34:09)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the following minutes:

A. October 26, 2021

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

There were no Consent Agenda items on the agenda.

PUBLIC HEARINGS:

There were no Public Hearings on the agenda.

UNFINISHED BUSINESS: (1:34:28)

A. (added & reordered to follow Presentations) Resolution No. 75-2021 -- establishing an In Community Solar Program

B. (reordered from Unfinished Business A) Change in the Convenience Fee model to include all customer payments made using the Paymentus Payment Portal (1:34:36)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the change in the Convenience Fee model to include all customer payments made using the Paymentus Payment Portal.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: Commissioner McVoy.

The meeting recessed at 7:55 PM and reconvened at 8:06 PM.

C. (reordered from Unfinished Business B) Establishing new Electric Utility Rates and Charges to be Effective on either January 1, 2022 or April 1, 2022 (2:38:14)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve utilizing Case # 4 to establish the new Electric Utility Rates becoming effective on January 01,

2022. Consensus for quarterly reviews of electric utility rates and resolution to be placed on the December 7, 2021 meeting reflecting the rate change.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to extend the meeting until 11:00 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

NEW BUSINESS: (2:04:39)

A. Eighth Amendment to the Professional Services Agreement with Vantage Services Consulting LLC (2:06:22)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the Eighth Amendment to Professional Services Agreement with Vantage Services Consulting LLC.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Task Order No. 10 with E.C. Fennell, PA., for Distribution System Planning services for the 6th Avenue Substation Circuits and Southeast Quadrant of the City's Electrical Service Area (2:18:07)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve Task Order No. 10 to E.C. Fennell PA., for Distribution System Planning services for the 6th Avenue Substation Circuits and Southeast Quadrant of the City's Electrical Service Area.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

C. Agreement for Call Center Support Services with ENCO Utility Services, LLC (2:19:09)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Agreement for Call Center Support Services with ENCO Utility Services, LLC utilizing the City of Homestead Contract.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

D. Second Amendment to Agreement with G&W Electric Company for the purchase of 38kV Reclosers (2:31:17)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the Second Amendment to the Agreement with G&W Electric Company for the purchase of 38kV Reclosers.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

E. Second Amendment to Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers (2:32:42)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

F. Agreement with Trench Limited for the purchase of 138kV Coupling Capacitor Voltage Transformers (2:33:31)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to approve the Agreement with Trench Limited for the purchase of 138kV Coupling Capacitor Voltage Transformers.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson, and Commissioners Malega, McVoy and Stokes. NAYS: None.

Action: Consensus to cancel the Regular City Commission meeting scheduled December 21, 2021 and to add the Resolution for the new electric utility rates to the Regular City Commission meeting scheduled for December 7, 2021. The pre-agenda work session scheduled for December 22, 2021 will continue.

ADJOURNMENT: (4:25:25)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to adjourn the meeting at 10:27 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: None. ABSENT: Commissioner McVoy.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: December 28, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: January 25, 2022

TITLE:

First Amendment with The Davey Tree Expert Company

SUMMARY:

The First Amendment to the Agreement with The Davey Tree Expert Company (Davey Tree) authorizes Davey Tree to provide utility easement and right-of-way clearance services for the Electric, Water & Sewer Utility Departments at a cost not to exceed \$993,000 for Fiscal Year 2022.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 19-100) for the procurement of responsible and experienced tree trimming contractors to cut, clear and maintain the City's easements and rights-of-way for the Electric, Water and Sewer Utility Departments. Davey Tree was the only bidder and was selected to perform vegetation management services.

On December 13, 2018, the City and the Contractor entered into an Agreement for right-of-way vegetation management services for an initial period of three (3) years with two (2) additional single year renewal options.

This First Amendment is to extend the term of the Agreement for an additional one (1) year term. The Contractor has submitted a revised rate schedule for the services to be provided under this Amendment. The rates provided have been evaluated and continue to offer the City the best value under the current agreement.

The prorated expenditures for Fiscal Year 2022 are approximately \$831,000, based on previous monthly invoices averaging \$82,750 per month. The costs for these services will be funded by Electric (84%), Water (8%) and Sewer (8%).

MOTION:

Move to approve/disapprove the First Amendment to the Agreement with The Davey Tree Expert Company for utility easement and right-of-way clearance services for the Electric, Water & Sewer Utility Departments at a cost not to exceed \$993,000 for Fiscal Year 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$993,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$993,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: The funds have been encumbered and reflect FY2022 PO issuance in the amounts indicated in the Agenda Expenditure column.

Account Number	Account Description	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6034-531-34.10	Contractual Services / Maintenance	\$937,000	\$106,000		-\$831,000	\$106,000
402-7034-533-34.10	Contractual Services / Maintenance	\$135,500	\$52,500		-\$81,000	\$52,500
403-7231-535-34.50	Contractual Services / Other Contractual Service	\$135,500	\$29,000		-\$81,000	\$29,000

**FIRST AMENDMENT TO THE CONTRACTOR AGREEMENT
(Right-of-Way Vegetation Management)**

THIS FIRST AMENDMENT (“Amendment”) to the Contractor Agreement (Right-of-Way Vegetation Management) is made as of the day of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and, **The Davey Tree Expert Company**, a corporation authorized to do business in the State of Florida, with its principle office located at 1500 N. Mantua Street, Kent, OH 44240-5193 (“CONTRACTOR”)

WHEREAS, the CITY issued an Invitation for Bid #19-100 (“IFB”) for the procurement of responsible and experienced tree trimming contractors to cut clear and maintain the City’s easements and rights-of-way; and,

WHEREAS, on December 13, 2018, the CITY and the CONTRACTOR entered into an agreement for right-of-way vegetation management services (“Agreement”) for the period of three (3) years with the two (2) additional single year renewals; and

WHEREAS, the CITY and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for an additional one (1) year; and

WHEREAS, the CONTRACTOR submitted a revised rate schedule for the services to be provided under this Amendment, which the CITY has determined is a reasonable increase in the CONTRACTOR’s rates; and

WHEREAS, the CITY finds amending the Agreement as set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to December 14, 2022.

3. **Rate Schedule.** The parties agree that the rates to be charged by the CONTRACTOR for all services to be provided under this Amendment are set forth in **Exhibit “A”**, which is attached hereto and incorporated herein.

4. **Entire Contract.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise

altered, except by written instrument executed by the parties hereto. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via electronically or digitally and send the same via facsimile or email and such signature is as valid as the original signature of such party.

6. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

7. **Scrutinized Companies.**

a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

e. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Contractor Agreement (Right-of-Way Vegetation Management Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

DAVEY TREE EXPERT COMPANY.

By: Thea R. Sears
Print Name: Thea R. Sears
Title: Vice President & Controller

[Corporate Seal]

STATE OF OHIO)
COUNTY OF PORTAGE)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 8th day of December 2021, by Thea R. Sears, as the Vice President & Controller of Davey Tree Expert Company, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Todd Sedivy

Notary Public Signature

Notary Seal:



TODD CHRISTOPHER SEDIVY
Notary Public, State of Ohio
My Commission Expires:
December 15, 2025

EXHIBIT "A"

November 19, 2021

Mr. Walt Gill
City of Lake Worth
1900 2nd Ave N.
Lake Worth, FL 33461

Dear Walt,

The Davey Tree Expert Company appreciates the opportunity to extend our current contract and submit the enclosed rate proposal for 2022. In the current utility landscape, it's easy to fall into contracts that are not mutually beneficial, which is why we take such pride in the relationship we have established with your team. We appreciate the opportunities that have been provided for our crews to continue working on the Lake Worth property.

The last few years we have seen a significant shift in the labor market for utility line clearance. We have seen a steady increase in industry wages, but we have not had any correlating increases to our rates. The attached rates reflect the wage increases that we would be providing to our crews, increase of 30% for some employees. The increase in pay will help ensure that we are able to stay fully staffed and ensure that we are able to keep qualified employees on property. Additionally, we have seen an increase in equipment cost of ownership. The current rates that we have in our contract were reflected upon pricing and fuel for 2019. Recently, our average cost per gallon of fuel over the last 12 months has risen by 33%. That trend shows no signs of changing with some projecting fuel rates over \$4.00/gallon in the next 12 months.

Our team would like to work with you in getting this resolved where the contract would be beneficial to all parties. If you have any questions, please feel to contact me at 330-673-9511.

Sincerely,

Marc Owens

Marc Owens

Manager, Finance Administration – Utility Services

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
GENERAL CONDITIONS					
LABOR RATES					
1	Tree Crew Foreman	Daily	\$ 316.60	Hourly	\$ 31.66
2	Mowing Crew Foreman	Daily	\$ 282.00	Hourly	\$ 28.20
3	Tree Trimmer	Daily	\$ 236.20	Hourly	\$ 23.62
4	Groundman	Daily	\$ 230.50	Hourly	\$ 23.05
5	Groundman W/CDL	Daily	\$ 253.50	Hourly	\$ 25.35
6	General Foreman	Daily	\$ 368.00	Hourly	\$ 36.80
Equipment Rates					
1	2WD Aerial 55'	Daily	\$ 168.50	Hourly	\$ 16.85
2	2WD Aerial 70'	Daily	\$ 239.50	Hourly	\$ 23.95
3	4WD Mini Bucket w/ Dump	Daily	\$ 193.10	Hourly	\$ 19.31
4	Disc Chipper	Daily	\$ 62.50	Hourly	\$ 6.25
5	Gas Saw	Daily	\$ 7.60	Hourly	\$ 0.76
6	Zero Turn Mower	Daily	\$ 85.70	Hourly	\$ 8.57
7	Trailer	Daily	\$ 11.50	Hourly	\$ 1.15
8	Weed Eater	Daily	\$ 10.00	Hourly	\$ 1.00
9	Pick Up	Daily	\$ 120.50	Hourly	\$ 12.05

**** For any hours worked over the standard 40 hours, a 1.4 Labor Overtime Adder will be applied****

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: January 25, 2022

TITLE:

First Amendment to Task Order No. 3 with Power Engineers, Inc. to complete additional engineering design for the new 138kV Canal Switchyard.

SUMMARY:

First Amendment to Task Order No. 3 authorizes Power Engineers Inc., to complete additional engineering design for the new 138kV Canal Switchyard in the amount not to exceed \$51,390. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. Power Engineers Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

On March 3, 2021 the City Commission approved Task Order No. 3 with Power Engineers to complete engineering design and provide engineering support during construction for the new 138kV Canal Switchyard.

This First Amendment to Task Order No. 3 with Power Engineers is for additional engineering design services associated with 138kV Canal Switchyard. During design review of the 138kV Switchyard package, design modifications and additional design impacting efforts in the grounding study analysis, switchyard site plan design, site entrance and exits, transmission pole loading analysis and lightning protection analysis were required. The additional effort and plan revisions are associated with grounding study analysis, modifications to site entrance and exits, addition of Microwave radio and camera poles, transmission structure loading analysis, permitting fees for South Florida Water Management District (SFWMD) and lightning protection analysis for the Overhead Protection Ground Wire (OPGW). The additional work is to be completed concurrently with the initial scope of services under Task Order No. 3 at a cost not to exceed \$51,390.

MOTION:

Move to approve/disapprove First Amendment to Task Order No. 3 with Power Engineers, Inc., to complete additional engineering design services for the 138kV Canal Switchyard in the amount not to exceed \$51,390 for Fiscal Year 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment to Task Order #3

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$51,390	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	\$51,390	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.16, Project No. SH2001.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Improve Other than Build / Infrastructure	SH2001	\$7,000,000	\$5,744,828		\$51,390	\$5,693,438

FIRST AMENDMENT TO TASK ORDER NO. 3

Additional Engineering Services – 138kV Canal Switchyard

THIS FIRST AMENDMENT TO TASK ORDER No. 3 (“Amendment”) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Power Engineers, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein and generally described as: **Additional scope of work and design for the 138kV Canal Switchyard** (the “Project”). The Project is described in the consultant’s Project Change Request, dated November 29th, 2021, and is attached hereto as **Exhibit “1”** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant's Project Change Request attached hereto and incorporated herein as Exhibit "1"**. Additional services to be provided under this amendment include; Grounding study modeling, site entrance & exit design modifications, Microwave Radio and Camera Poles engineering and design, Transmission line loading analysis, remittance and payment for SFWMD permit application and lightning protection analysis for the Overhead Protection Ground Wire (OPGW) fiber optic cable.

3.0 Schedule

The services to be provided under this Amendment shall be completed concurrently with the initial scope of work under Task Order No. 3. An additional **60** calendar days will be added to the overall project duration following the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount, of **\$51,390**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager on behalf of the City is Carl Turner, P.E.; with the Florida Municipal Power Agency, phone: 321-239-1054; email: Carl.Turner@fmpa.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@lakeworthbeachfl.gov

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Task Order to Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$51,390 under the proposed Amendment for this project.

8.0 Authorization

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services for Electric Transmission and Generation Options between the City of Lake Worth and the Consultant, dated May 1st, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

9.0 Confidentiality

The information provided to the Consultant under this Amendment by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Power Engineers, Inc.**

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of **Power Engineers, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "1"

(Consultants Project Change Request No. 1)

Project Change Request

PCR issue Date: 11/29/2021

PCR Number: 01

To: Paul Nicholas, David Martyniuk

PCR Revision No.: 1.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 170415

PCN Issue Date: NA

Project Name: 138kV Canal Switchyard Station

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Additional civil, substation and transmission engineering and design efforts as outlined and described below:

1. FCDIST Module and CDEGS Model
2. Additional Design for Entrance to Canal Distribution Station
3. Additional Design for Entrance to Canal Switchyard for FP&L – Coconut Road
4. Entrance Roads and Traffic PBC RAI Resolutions
5. Microwave and Cameras Poles Engineering and Design
6. T-Structure Load Analysis
7. SFWMD Permit Fee Payment
8. Lightning Analysis for OPGW

Change Description:

1. FCDIST Module and CDEGS Model

POWER to use FCDIST software to complete the grounding system modeling. Delivery to include the grounding report and system model.

Efforts for this task included:

- a. FCDIST Engineering Study (\$5,075).

2. Additional Design for Entrance to Canal Distribution Station

Additional Entrance to Distribution station which modified the site circulation, and required additional adjustments to layout and grading plans for the station. Additional impervious also required a modification to the stormwater calculations for this work, plans modifications, Stormwater and Permitting plans to straighten out the angled drive per customer request. Additional permitting required for entrance with PBC Engineering & Public Works Land Development Department, separate from other project related permits.

Efforts for this task included:

- a. Additional Entrance Engineering, Design and Permitting (\$8,860). This work was not planned for or included in our initial proposal/fee.

3. Additional Design for Entrance to Canal Switchyard for FP&L – Coconut Road

Additional entrance to Canal Switchyard on Coconut Road to accommodate FP&L having their own separate entrance without having to enter CLWB's substation entrance on Davis Road. Additional entrance permitting required with PBC Engineering & Public Works Land Development Department, separate from other project related permits.

Project Change Request

Efforts for this task included:

- a. Additional Entrance Engineering, Design and Permitting (\$4,700). This work was not planned for or included in our initial proposal/fee.

4. Entrance Roads and Traffic PBC RAI Resolutions

Address PBC Local Road Review Comments and . This includes creation of requested details sections, additional drawings and meetings with agencies.

Efforts for this task included:

- a. Effort to address comments and Traffic PBC RAI's for added entry roads. This work was not planned for or included in our initial proposal/fee. (\$16,665).

5. Microwave and Cameras Poles Engineering and Design

CLWB requested the addition of cameras and radio poles to be installed at both Distribution and Transmission stations. Pole structures design templates created in the 25kV Canal Distribution Project Change Request (PCR) #2 will be used to incorporate in the transmission physical layout.

Efforts for this task included:

- a. Incorporate poles in transmission physical layout (\$2,000).

6. T-Structure Load Analysis

Analyze two (2) representative structures one (1) from each line section to evaluate the impact of replacing the existing 7 No. 8 Alumoweld with a larger OPGW. Additional analyses to assess if current line configuration can support an ADSS from a clearance perspective.

Efforts for this task included:

- a. T-Structure Load Analysis (\$10,080).

7. SFWMD Permit Fee Payment

CLWB requested POWER to submit permit payment to the South Florida Water Management District (SFWMD).

Efforts for this task included:

- a. SFWMD Permit Fee (\$2,000).

8. Lightning Analysis for OPGW

This evaluation essentially calculates a minimum coulomb rating which determines the minimum diameter of the outer layer required to withstand the expected worst case lightning strike over the next 30 years (or other period). This is based on the IEEE 1243, ground flash density maps, and lightning characteristics based on a FL state research paper. This information would then be passed along to AFL to finalize the fiber design. This will likely increase the OPGW diameter slightly.

Efforts for this task included:

- a. Lightning Analysis (\$2,000).

Assumptions (to complete project):

- None

Project Change Request

Requested PCR Approval Date: 12/3/2021

Estimated Additional Cost:

Activities	Budget
1. FCDIST Engineering Study	\$ 5,075.00
2. Additional Entrance to Canal Distribution Station	\$ 8,860.00
3. Additional Entrance to Canal Switchyard for FP&L – Coconut Road	\$ 4,700.00
4. Entrance Roads and Traffic, Design PBC RAI Resolutions	\$ 16,665.00
5. Microwave and Cameras Poles Engineering and Design	\$ 2,010.00
6. T-Structure Load Analysis	\$ 10,080.00
7. SFWMD Permit Fee Payment	\$ 2,000.00
8. Lightning Analysis for OPGW	\$ 2,000.00
Total Change Order (\$)	\$ 51,390.00

Impact on Schedule:

None

Impact on Deliverables:

None

Potential Impacts to other Project(s)/Department(s):

None

Submitted by: Ivette Sanchez

Approved by: Paul Nicholas



Date: 11/29/2021

Date: _____

Disciplines Impacted (check appropriate boxes):

- | | | |
|---|--|--|
| <input type="checkbox"/> Project Mgmt. | <input type="checkbox"/> Electrical | <input type="checkbox"/> Environ. /ROW |
| <input type="checkbox"/> Project Control | <input type="checkbox"/> Controls | <input type="checkbox"/> POWER 360 |
| <input checked="" type="checkbox"/> Civil | <input type="checkbox"/> Substation | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Structural | <input checked="" type="checkbox"/> Line | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Studies | <input type="checkbox"/> Testing and commissioning |
| <input type="checkbox"/> Other | | |

cc:

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: January 25, 2022

TITLE:

First Amendment with Precast Specialties, LLC

SUMMARY:

First Amendment to the Agreement with Precast Specialties, LLC (Precast), authorizes Precast to provide concrete utility poles for the Electric at a cost not to exceed \$500,000 for Fiscal Year 2022. The precast concrete utility poles have been identified as critical components for the City's electric utility System Hardening and Reliability Improvement Projects (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals (RFP 18-210) for the procurement of Precast Concrete Utility Poles for use and installation on the City's electrical distribution system. Precast was the only bidder and was selected to provide the precast concrete utility poles.

On September 13th, 2018, the City and the Contractor entered into an Agreement for precast concrete utility poles for an initial period of three (3) years with two (2) additional single year renewal options.

This First Amendment is to extend the term of the Agreement for an additional one (1) year term. The Contractor has submitted a revised rate schedule for the products to be provided under this Amendment. The rates provided have been evaluated and continue to offer the City the best value under the current agreement.

The concrete utility poles will be utilized in selected locations to replace wood poles to continue with the City's electric utility System Hardening and Reliability Improvements Projects. Estimated costs for Fiscal Year 2022 are not to exceed \$500,000.

MOTION:

Move to approve/disapprove the First Amendment to the Agreement with Precast Specialties, LLC, for precast concrete utility poles at a cost not to exceed \$500,000 for Fiscal Year 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$500,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$500,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15 and will be charged out to the respective capital projects as needed.

Account Number	Account Description	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	\$31,078,734	\$18,465,300		\$500,000	\$17,965,300

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF GOODS AND
SERVICES
Concrete Utility Poles (Electric Utilities)**

THIS FIRST AMENDMENT (“Amendment”) to the Contract for Precast Concrete Utility Poles is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **PRECAST SPECIALTIES, LLC.**, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the (“CONTRACTOR”).

WHEREAS, the City issued Request for Proposal RFP 18-210 for the procurement of Precast Concrete Utility Poles (“RFP”); and

WHEREAS, on September 13, 2018, the CITY and CONTRACTOR entered into the Agreement for Precast Concrete Utility Poles (“Agreement”); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) single year renewal options; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year; and

WHEREAS, the CONTRACTOR has provided a proposal for unit pricing which is attached hereto as Exhibit “A”; and

WHEREAS, the CITY finds the CONTRACTOR’s proposal to be acceptable; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to September 12, 2022.
3. **Unit Prices.** The parties agree that the unit price to be paid by the CITY to the CONTRACTOR shall be those prices set forth in **Exhibit “A”** attached hereto and incorporated herein.
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

7. **Scrutinized Companies.**

- a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies



with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- e. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Purchase of Goods and Services (Concrete Utility Poles) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: PRECAST SPECIALTIES, LLC.

[Corporate Seal]

By: _____

Print Name: DEAN S. LOCKE

Title: PRES. / CEO

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17 day of November 2021, by Dean Locke, as the Pres/CEO [title] of PreCast Specialties, LLC., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Seal:

Michelle Degroot
Notary Public Signature

✓

Exhibit A-Unit Prices



Lake Worth Beach Price Submittal 9/10/2021

<u>POLE LENGTH (OA)</u>	<u>POLE TYPE & CLASS</u>	<u>PRICE</u>
30 FT.	III	\$560
30 FT.	III-G	\$688
35 FT.	III	\$760
35 FT.	III-G	\$760
40 FT.	III	\$966
40 FT.	III-G	\$1026
40 FT.	III-A	\$1026
45 FT.	III	\$1060
45 FT.	III-G	\$1136
45 FT.	III-A	\$1136
45 FT.	III-H 6 kip	\$2315
45 FT.	III-H 8 kip	\$2315
50 FT.	III-A	\$1242
50 FT.	III-H 6 kip	\$2424
50 FT.	III-H 8 kip	\$2424
55 FT.	III-H 6 kip	\$2500
55 FT.	III-H 8 kip	\$2525
55 FT.	III-H 12 kip	\$2810
65 FT.	III-H 8 kip	\$2360
65 FT.	III-H 12 kip	\$3500

* All pricing includes delivery of a full truckload of same size concrete utility poles. This includes 2 hours of off load time

* Pole pricing valid for one year from proposal date 9/10/2021.

3898 Selvitz Road | Fort Pierce, FL 34981

Accounting 3850 East Lake Mary Blvd. | Sanford, FL 32773

1.855.960.7274 | 954.781.4040 | Fax: 954.781.3539 | www.PrecastSpecialties.com | CGC-060216

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: January 25, 2022

TITLE:

Resolution No. 09-2022 – amending the Interconnection Rules for the Net Metering Program

SUMMARY:

Resolution No. 09-2022 proposes to amend the City's Interconnection Rules for the Net Metering Program to allow net-metered systems that include a power limiting device (PEL Device) to be interconnect above the current Program cap of 1.5% of system peak. Further, the Resolution proposes to remove the notary requirement for the applicant's signature on the City's Net Meter Program interconnection agreement to allow for electronic signatures.

BACKGROUND AND JUSTIFICATION:

In 2019, the City Commission adopted the current Interconnection Rules for the Net Metering Program. Interconnected systems reached the current Program cap of 1.5% of system peak in June of 2021 with 165 customer net-metered systems installed. Electric Utility staff has identified technology readily available to system installers, PEL Devices, which will limit net-metered system output to no more than the electric energy requirements of the premises served by the net-metered system. Incorporation of such PEL Devices on net-metered systems would alleviate concerns for electric utility system stability during island operations and thereby allow more net-metered systems to be interconnected above the current Program cap. Such a change will enable customers desirous of installing net-metered systems to move ahead with their projects without the concerns of negative effects on the City's system during island operations. This amendment is reflected in the highlighted section on page 3 of the attached Interconnection Rules

In addition, to more efficiently approve new Program participants, the Resolution proposes to remove the notary requirement for the applicant's signature on the interconnection agreements. Applicants will now be able to sign the agreements using DocuSign or similar technology.

MOTION:

Move to approve/disapprove Resolution 09-2022 – amending the Interconnection Rules for the Net Metering Program.

ATTACHMENT(S):

Resolution 09-2022
Exhibit "A" (Interconnection Rules and Agreement)

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3 RESOLUTION NO. 09-2022 OF THE CITY OF LAKE WORTH
4 BEACH, FLORIDA, AMENDING THE ELECTRIC UTILITY RULES
5 AND REGULATIONS FOR INTERCONNECTION UNDER ITS NET
6 METERING PROGRAM TO ALLOW FOR ADDITIONAL
7 PARTICIPANTS WHO HAVE POWER LIMITING DEVICES
8 INSTALLED ON THEIR NET-METERED SYSTEMS AND TO
9 REMOVE THE NOTARY REQUIREMENT ON THE
10 INTERCONNECTION AGREEMENTS; PROVIDING FOR REPEAL
11 OF CONFLICTS AND AN EFFECTIVE DATE
12

13 WHEREAS, the City of Lake Worth, Florida ("City") is a duly constituted
14 municipality having such power and authority conferred upon it by the Florida
15 Constitution and Chapter 166, Florida Statutes;
16

17 WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is
18 required to develop a standardized interconnection agreement and net metering
19 program for customer-owned renewable generation;
20

21 WHEREAS, since approximately 2009, the City has developed and
22 maintained a Net Metering program for its residential and commercial electric
23 utility customers ("Program");
24

25 WHEREAS, in Resolution No. 21-2019, the City Commission adopted
26 rules and regulations for the Program ("Interconnection Rules") requiring all
27 existing Program participants to comply with the Interconnection Rules by August
28 30, 2019 which included submitting a signed interconnection agreement to the
29 Electric Utility;
30

31 WHEREAS, in Resolution No. 46-2019, the City Commission extended the
32 August 30 deadline to December 31, 2019 in order to give existing Program
33 participants more time to comply with the Interconnection Rules and submit a
34 signed interconnection agreement;
35

36 WHEREAS, under the original adopted Interconnection Rules, the City
37 Commission adopted a cap on Program interconnections, which cap is 1.5% of
38 system peak, due to the necessity for electric utility system stability during island
39 operations;
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41 WHEREAS, knowing the Program cap was limiting participation in the
42 Program, Electric Utility staff have been looking at options to either increase the
43 cap or alternatively address the electric utility system's stability during island
44 operations;

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WHEREAS, Electric Utility staff have identified technology readily available to system installers that will limit net-metered system output to no more than the electric energy requirements of the premises served;

WHEREAS, said technology called “power limiting devices” (“PEL Device”) when installed on net-metered systems will alleviate the concerns over electric utility system stability during island operations;

WHEREAS, Electric Utility staff also desires to remove the requirement for a notary on the Program’s interconnection agreements to allow such applications to be signed and submitted electronically; and,

WHEREAS, the City Commission has determined that amending the Interconnection Rules as set forth herein serves a valid public purpose.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The Interconnection Rules for the City’s Net Metering Program and the interconnection agreement are amended as set forth in Exhibit “A”, which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions, including without limitation resolutions 21-2019 and 46-2019, are hereby amended to the extent that they are in conflict with this Resolution.

Section 4. This Resolution shall become effective immediately upon passage.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of January 2022.

LAKE WORTH BEACH CITY COMMISSION

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By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION

The City of Lake Worth Beach Electric Utility (“City”) offers a Net Metering Program for Customer-Owned Renewable Generation Systems (“Program”). The primary goal of the Program is to promote the use of renewable generation installed at the Customer’s site to offset part or all of the Customer’s electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System (“System”) and not used by the Customer can be delivered to the City’s electric system. Annually, the City will set by resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City’s system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City’s electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner’s name and all documentation submitted must match the owner’s name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
 - A. all applicable fees (if required);
 - B. a completed IRS form W-9;
 - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the maximum Gross Power Rating (GPR) expressed in kilowatts (kW) and maximum annual electricity production expressed in kilowatt hour (kWh) production for the System annually over a period of at least the first 20 years of life of the System;
 - D. a copy of the Customer’s contractual documents for the purchase of the System, with redaction of pricing and financing terms redacted if so desired by Customer; and,
 - E. a signed Interconnect Agreement.
3. Obtain written approval of the Customer’s application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer’s System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);
5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;
6. Provide the City with at least thirty (30) days’ prior written notice of the date and time

the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;

7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

Customer-Owned Renewable Generation Systems:

Customer-Owned Renewable Generation Systems (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

Gross Power Rating (GPR) and Size Limitations:

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 10 kW. In no case shall a System with a GPR greater than 10kW be allowed to interconnect with the City's electric system under the Program.

A Customer is not authorized to have a System(s) with a GPR of more than 10kW.

4. All Systems shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed

statement from a currently licensed Florida Professional Engineer attesting to the annual kWh production of the System.

5. The Program is on a first-offered, first-accepted basis and is subject to diminution and/or rejection by the City in the event that the total amount of electricity delivered to the City's electric system from all Program participants exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand. The foregoing one and one-half percent (1.5%) limitation shall not apply to a new System to be interconnected if the new System includes a power exporting limiting device (PEL Device). The PEL Device must regulate the electric production of the System such that the A/C output does not exceed the electric needs of the parcel that the System serves at the time the electric is produced and the PEL Device must ensure a zero export of electric back to the City's electric system. The Customer must provide the PEL Device manufacturer's product information to the City and the City will confirm installation at final inspection before approving the interconnection.

Application Fees:

The City does not charge an application fee for the Program. There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer's System to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

Islanding:

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

External Disconnect Switch:

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

Standards, Codes and Inspections:

1. Inverters:

For inverter based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection

standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.
- e. The manufacturer's installation, operation and maintenance instructions.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.
- d. The Customer is responsible for ensuring that the System is inspected, maintained and

tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.

- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

Insurance:

The City does not require specific insurance coverage. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

Notice to the City of Changes:

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

Grandfathered Systems:

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR. Further, if a Grandfathered System has an existing annual production which exceeds the Customer's most recent actual annual energy consumption measured in kWh (AC), the Grandfathered System is prohibited from increasing or expanding its size and/or annual production.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are

subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by December 31, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by December 31, 2019; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

Attachments:

Application

Interconnection Agreement

**STANDARD INTERCONNECTION AGREEMENT
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEM**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and _____, a City of Lake Worth Beach Electric Utility Customer (“Customer”). The City and Customer shall collectively be called the “Parties”. The physical location/premises where the interconnection is taking place: _____.

RECITALS

WHEREAS, the City owns and operates an electric system serving the City’s municipal boundaries and portions of the surrounding un-incorporated Palm Beach County and portions of the Village of Palm Springs;

WHEREAS, the Customer, who is a current customer of the City’s electric utility, has submitted an application to the City for participation in the City’s Net Metering Program and to interconnect the Customer’s System with the City’s electric system at the location identified above;

WHEREAS, in order to allow the development of Systems to interconnect with the City’s electric system, the City desires to approve the Customer’s application and authorize the interconnection of the Customer’s System under such terms and conditions which will insure the safety of City’s customers and employees and the reliability and integrity of the City’s electric system; and,

WHEREAS, the purpose of this Agreement is to set forth those certain terms and conditions for the interconnection of the Customer’s System with the City’s electric system under the Net Metering Program.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Customer agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: DEFINITIONS. As used in this Agreement, the following terms have the provided meaning:

Annual Production Limitation means the limitation on the size of a System to have an annual production limit not to exceed the Customer’s most recent actual annual energy consumption as measured in kilowatt hour (AC).

Applicable Laws means the terms and conditions of the City’s Net Metering Program, the City’s Net Metering Rules and Regulations and related resolutions and/or ordinances and all applicable city, county state and federal laws, regulations and codes, as may be amended from time to time.

Customer means a customer of the City’s electric utility taking bundled (non-interruptible) service.

Grandfathered Systems means Customers with Systems participating in the City’s Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019).

Gross Power Rating or “GPR” means the total manufacturer’s AC nameplate generating capacity of the

Customer's System that will be interconnected to and operate in parallel with the City's electric system. For inverter-based Systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

Net Metering Program means the City's program established annually by City resolution which includes the applicable rates for participants in the program, as may be amended from time to time.

Net Metering Rules and Regulations means the rules and regulations established by the City to govern the City's Net Metering Program and include those rules and regulations established by the City Commission and/or any policies established by the City's Electric Utility which implement or interpret the rules and regulations established by the City Commission, as may be amended from time to time.

Renewable Energy, as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

System means as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with Renewable Energy. The term System does not preclude the Customer from contracting for the purchase, lease, operation, or maintenance of the on-site System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

SECTION 3: APPROVAL OF SYSTEM AND GRANDFATHERED SYSTEMS.

A. The City has approved the Customer's System based on the Customer's Application and supporting documentation. The Customer's Application and supporting documentation are incorporated into this Agreement by reference and form the basis for the City's approval of the Customer's System and the City's consideration for entering this Agreement and authorizing the interconnection to the City's electric system. If it is later determined that the Customer's Application and supporting documentation contained incorrect or misleading information, the City reserves the right to terminate this Agreement as stated herein and remove the Customer from participation in the City's Net Metering Program.

B. All Customers with Grandfathered Systems shall be required to sign this Agreement and are subject to all terms and conditions in this Agreement and Applicable Laws except where specifically stated otherwise. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their Grandfathered System to the City for formal documentation of their System's annual production and GPR; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation based upon a reasonable concern regarding the safety of the Customer's System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's System.

SECTION 4: CITY'S DISCLAIMERS.

A. The City's Net Metering Program and all associated electric utility rates are governed by the City of Lake Worth Beach City Commission. The City's Net Metering Program and the associated electric utility rates including, without limitation, the Net Metering rates and rate(s) to be paid for the delivery of excess energy from the Customer's System, are not permanent and will change as determined by the City Commission in its sole discretion. By entering this Agreement, the Customer acknowledges and agrees that this Agreement does not establish or create any rights in the Customer to the continuation of the City's Net Metering Program or the stability of any associated electric utility rates.

B. By approving the Customer's application, this Agreement to interconnect to the City's electric

system and allowing a Customer to participate in the City's Net Metering Program, neither the City nor its officials, employees or agents make any specific promises regarding the City's electric system, its reliability, availability or ability to interconnect with the Customer's System. THE CITY AUTHORIZES THE CUSTOMER'S SYSTEM TO INTERCONNECT WITH THE CITY'S ELECTRIC SYSTEM "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Further, the Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Program from all participating City customers, exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand.

SECTION 5: INTERCONNECTION REQUIREMENTS AND PROHIBITIONS.

A. The GPR for the Customer's System must not exceed 90% of the City's distribution service rating at the Customer's location. If it is discovered that a System has a GPR that does exceed the 90% limit, the City in its sole discretion may terminate this Agreement, or require the Customer to pay all costs of upgrading the City's distribution facilities to accommodate the GPR capacity and/or to ensure the 90% threshold is not breached in the future. The Customer's System shall be limited to a total GPR of 10kW or less. This provision does not apply to Grandfathered Systems which have an existing and permitted GPR of more than 10kW and/or an existing and permitted GPR that exceeds 90% of the City's distribution service rating at the Customer's location. However, said Grandfathered Systems are prohibited from increasing or expanding its existing GPR.

B. The Customer's System shall at all times be sized to have an annual production limit that does not exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). This provision does not apply to a Grandfathered System which has an existing and permitted annual production that exceeds the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). However, said Grandfathered System is prohibited from increasing or expanding its existing annual production.

C. The Customer and the Customer's System shall fully comply with all Applicable Laws as those may be amended or revised from time to time.

D. The Customer is not precluded from contracting for the lease, operation or maintenance of the Customer's System with a third party. Such lease may not provide terms or conditions that provide for any payments or other compensation under the lease for the purchase of energy produced by the Customer's System. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer's System. Notwithstanding these restrictions, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to termination from the City's Net Metering Program and/or be subject to fines/penalties through the City's code compliance process.

E. By signing this Agreement the Customer certifies that its System's installation, operation and its maintenance shall be in compliance with the following standards:

- i. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- ii. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- iii. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System

- Equipment for Use with Distributed *Energy Resources*;
- iv. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
 - v. The manufacturer's installation, operation and maintenance instructions.

F. Prior to commencing parallel operation with the City's electric system, Customer shall have the Customer's System inspected and approved by the appropriate code authorities having jurisdiction (i.e., City of Lake Worth Beach, Palm Beach County or the Village of Palm Springs). For Customers using the Village of Palm Springs or Palm Beach County for their inspections, the Customers shall submit a copy of their building plans to the City in an electronic format.

G. At least thirty (30) days prior to initially placing the Customer's System in service, the Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the System in service. The City shall have the right to have personnel present on or before the in-service date in order to ensure compliance with the requirements of this Agreement and install any necessary net metering equipment. The Customer shall provide the City with full access to the Customer's System. The City will provide the Customer with a fully signed copy of this Agreement which is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program. This provision shall not apply to Grandfathered Systems unless a change in ownership occurs.

H. The Customer agrees to permit the City (if requested by the City) to inspect the Customer's System and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the Customer's System goes into service and to witness the initial testing of the Customer's System, equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers.

I. Customer certifies that the Customer's System includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City's electric system upon a loss of City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

J. If Customer adds another system to its approved System which (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with thirty (30) days advance written notice of the addition prior to installation and submit a new application, all required documentation and a newly executed Interconnection Agreement for the combined Systems. The City must approve the combined System before it may interconnect with the City's electric system. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

K. The Customer shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. The Customer shall cease to energize the City's electric system during a faulted condition on the City's electric system and/or upon any notice from the City that the de-energizing of Customer's System is necessary. The Customer shall cease to energize the City's electric system prior to automatic or non-automatic reclosing of the City's protective devices. There shall

be no intentional islanding, as described in IEEE 1547, between the Customer's System and the City's electric system.

L. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other System components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its System, including, without limitation, all components and related accessories of its System, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the Customer's System and all equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection and testing should occur after large storms have traversed Customer's location and after connection with the City's system has been restored. Unless due to a default, breach or other issue related to the City's electric system, the City will not inspect, maintain or advise the Customer on the maintenance, testing or operation of the Customer's System.

M. The Customer has installed and is required to maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the System and any Customer wiring connected to the City's electric system, such that back feed from the System to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City. If the Customer does not have a manual disconnect switch or it is in a state of disrepair, the City will remove the Customer's meter in the event the City needs to visibly isolate the Customer's System, which will result in the loss of electric service. This provision does not apply to Grandfathered Systems unless a disconnect switch was originally installed with the System. However, the City reserves the right to require the Customer to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System.

N. The City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For Grandfathered Systems with an existing and permitted GPR of 10kW or more, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000).

O. The City will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy for the Customer's System. The Customer's service associated with the Customer's System will be metered to measure the energy delivered by the City to Customer, and also measure the energy delivered by Customer to the City. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

P. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the Customer's System.

Q. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the Customer's System. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation upon receipt. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

R. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's System. Specifically, any City inspection of the Customer's System shall not be construed as confirming or endorsing the System design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's System. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Customer equipment or procedure. Further, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related to or arising from the operation or mis-operation of its System.

S. Notwithstanding any other provision of this Agreement, the City, at its sole and absolute discretion, may isolate the Customer's System from the City's electric system by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The Customer's System will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's System is operating at reduced capacity or is disconnected from the City's electric system pursuant to this Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- i. City electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City or other third party equipment, any part of the City's system or Customer's System.
- iii. Hazardous conditions existing on the City's utility system(s) due to the operation of the Customer's System as determined by the City.
- iv. Adverse electrical effects (such as power quality problems) on the City's electric system or other electric consumers caused by the Customer's System as determined by the City.
- v. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of the City.
- vi. When the Customer fails to make any payments due to the City by the due date thereof.

T. Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within ten (10) working days following the termination, the Customer shall permanently isolate the Customer's System from the City's electric system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. For Grandfathered Systems, if a disconnect switch does not exist, the City will remove the Customer's meter and electric service will be discontinued until the City is assured the Customer's System is no longer interconnected to the City's electric system.

U. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the Customer's System or Customer's account, Customer shall provide written notice to the City at least thirty (30) days' prior to the change in ownership or the account. The new owner shall not be permitted to participate in the City's Net Metering Program or interconnect with the City's system until the new owner applies to participate in the Net Metering Program and a new interconnection agreement is executed by the new owner and the City. The City reserves the right to inspect the Customer's System prior to any new owner assuming ownership and require any necessary repairs, testing and/or maintenance by

the new owner to ensure the System is in compliance with the Applicable Laws.

V. The City and Customer recognize that the Applicable Laws, including any rules which directly addressing the subject of this Agreement, may be amended from time to time. In the event that such Applicable Laws are amended that affect the terms and conditions of this Agreement, the City and the Customer agree to supersede and replace this Agreement with a new agreement which complies with the amended Applicable Laws.

W. The Customer must execute this Agreement and submit the same to the City with its application to be a participant in the City's Net Metering Program. If the Customer's application is denied or revoked, this Agreement will be null and void. For Grandfathered Systems, the application is required in order to formally document the size and GPR of the system.

SECTION 6: TERM AND TERMINATION.

A. Term and Termination: This Agreement shall continue in effect from year to year until the Customer gives thirty (30) days' written notice of its intent to terminate this Agreement unless earlier terminated by the City as set forth herein.

B. Termination for Customer's Breach or Default: The City may terminate the Customer's participation in the City's Net Metering Program and terminate this Agreement in the event that the Customer engages in any act or makes any omission constituting a breach or default of any term or condition of this Agreement and/or the Applicable Laws. The City shall provide the Customer with written notice specifying the nature of the breach and the Customer shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then the Customer's participation in the City's Net Metering Program and this Agreement shall terminate at the end of the five (5) day period without further notice or demand. The City reserves the right in the event of a threat to the City's electric system or other life safety issues created or related to the Customer's System, to shorten the notice period set forth above and/or to take immediate action with regards to the Customer's System. Any and all expenses related to or arising from the termination of the Customer's participation in the City's Net Metering Program and this Agreement under this provision shall be the Customer's sole responsibility and shall be included on the Customer's next utility bill. If not timely paid to the City within the timeframe set forth in the Customer's utility bill, the City may disconnect electric service until such time as all expenses are paid (including any and all related late fees and disconnect charges). The City will have a lien on the Customer's property for all unpaid amounts pursuant to the City's code of ordinances and applicable law.

C. Termination for Lack of Appropriations: The parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the City's Net Metering Program and this Agreement are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated with the City's Net Metering Program in any fiscal year of the City. Notwithstanding anything in the City's Net Metering Program or this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's Net Metering Program and/or obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's Net Metering Program and/or obligations hereunder in any fiscal period, then the City will notify the Customer of such occurrence and either the City or the Customer may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall any amounts then due to the Customer under the City's Net Metering Program through the date of termination.

D. Net Metering Program Termination: The City reserves the right in its sole discretion to terminate this Agreement upon providing at least sixty (60) days' notice to the Customer in the event the City

terminates the City's Net Metering Program or makes material changes to the City's Net Metering Program which require the execution of new interconnection agreements by all customers.

SECTION 7: INDEMNIFICATION.

A. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of its officials, officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees (at all trial and appellate levels) of any type, losses, damages, expenses, and liabilities, related to, arising from, or in any way connected with any or all of the following:

- i. The design, construction, installation, inspection, maintenance, testing or operation of Customer' System used in connection with this Agreement.
- ii. The interconnection of Customer's System with, and delivery of energy from the System to, the City's electrical system.
- iii. The performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of Customer's officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.
- iv. Customer, its officers, agents, contractor (and any subcontractor or material supplier thereof) and employees breach or default under this Agreement.

Customer's obligations under this section shall not require the Customer to indemnify, defend or hold the harmless the City for the City's own negligence.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City, nor shall this Agreement be construed as consent by the City to be sued. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the City.

SECTION 8: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 9: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. The parties shall attempt to amicably resolve all claims arising out of or related to this Agreement or its breach. If the parties are able to amicably resolve a claim themselves, the claim shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action related to or arising from this Agreement will be held in Palm Beach County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding the foregoing, the City reserves the right to immediately seek court action to enjoin any breach or default by the Customer arising from or related to Customer's System and/or this Agreement.

SECTION 10: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 11: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this

Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

with copy to:

City of Lake Worth Beach Electric Utility
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461

and if sent to the Customer, shall be sent to the Customer's utility billing address.

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 13: ENTIRETY OF AGREEMENT. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electric system.

SECTION 14: WAIVER. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either Party of any one or more breaches or defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future breach or default or breaches or defaults.

SECTION 15: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with other customers and individuals or firms to interconnect with the City's electric system.

SECTION 16: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 17: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 18: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 19: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Customer should review Palm Beach County ordinance number 2011-009 to be aware of its rights and/or obligations under such ordinance.

SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement incorporates by reference the Applicable Laws and the Customer's Application and supporting documents. To the extent of any conflict between this Agreement and the remaining documents incorporated herein, the Applicable Laws shall control with this Agreement next taking precedence.

SECTION 21: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 22: NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Standard Interconnection Agreement as of the day and year set forth below for the City's execution.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____

Date: _____

Print Name: _____

Print Title: _____

CUSTOMER:

For Individual Owner(s):

Signature: _____

Location of System: _____

Print Name: _____

Signature: _____

Print Name: _____

For Corporate Owner:

By: _____

Location of System: _____

Print Name: _____

Print Title: _____

[Corporate Seal]