



**REVISED AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 28, 2023 - 6:00 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation regarding Community Solar brought forward by Vice Mayor McVoy
- B. Brief Electric Utility Update by Ed Liberty, Electric Utility Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [January 31, 2023](#)

NEW BUSINESS:

- A. [Conversion of Part-Time Meter Reader position to Full-Time Meter Service Worker position](#)
- B. [Third Amendment to Professional Services Agreement with WSP USA Inc.](#)
- C. [In-City Community Solar Update](#)
- D. [Purchased Power Cost Adjustment \(PCA\)](#)
- E. [Resolution No. 05-2023 – committing to achieving net-zero carbon emissions for its Electric Utility](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). 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
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 31, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 06:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:32)

Present were Mayor Betty Resch (via Zoom), Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:51) led by Vice Mayor Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (1:13)

New Business item H, Discussion of grant opportunities - Bi-partisan Infrastructure law Topic Area 1 (Grid Resilience) and Topic Area 2 (Smart Grid), was reordered to New Business A. All other New Business items followed as previously ordered with A becoming B and so on.

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

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

PRESENTATIONS: (3:59) (there is no public comment on Presentation items)

- A. Update from Ed Liberty, Electric Utility Director (4:05)
- B. Electric Reliability Presentation by Jason Bailey, Electric Utility Assistant Director for System Operations (31:48)
- C. Customer Service Collections and Call Detail Presentation from Nanette McTeague, Customer Service Manager (54:26)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:08:43)

APPROVAL OF MINUTES: (1:21:27)

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

- A. November 29, 2022

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

CONSENT AGENDA: (1:21:36) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Consent Agenda:

- A. Amendment to increase staff headcount to add Lineman Apprentice Position
- B. Agreement with Guardian Community Resource Management Inc. for Environmental Review and Grant Management

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

UNFINISHED BUSINESS: (1:21:53)

- A. Demand Response Program Consulting Support

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve retaining Quanta Technology at a cost of \$49,948 to conduct Phase I of the Demand Response Study.

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

The meeting recessed at 7:43 PM and reconvened at 7:55 PM.

NEW BUSINESS: (1:52:39)

- A. (reordered from New Business item H) Discussion of grant opportunities - Bi-partisan Infrastructure law Topic Area 1 (Grid Resilience) and Topic Area 2 (Smart Grid) (1:52:43)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the preparation and submittal of City's application to the Department of Energy (DOE) Grid Deployment Office (GDO) Office of Clean Energy Demonstrations (OCED) Funding Opportunity for Grid Resilience and Innovation Partnerships (GRIP) Topic Area 1 (Grid Resilience) and to approve the application for Department of Energy, Grid Deployment Office (GDO) Funding Opportunity Announcement Grid Resilience and Innovation Partnerships (GRIP) Topic Area 2 (Smart Grid).

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

- B. Professional Services Agreement with Nalco Water (2:03:16)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Professional Services Agreement with Nalco Water.

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

C. Task Order No. 12 with E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18 (15:06)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Task Order No. 12 with E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18. (2:03:26)

D. Task Order No. 13 with E.C. Fennell, PA, to complete engineering design for the E-12 Circuit Storm Hardening (2:03:49)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Task Order No. 13 with E.C. Fennell, PA, to complete engineering design for the E-12 Circuit Storm Hardening.

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

E. Agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers (2:04:05)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers.

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

F. Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles (2:04:25)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles.

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

G. First Amendment to Horizons Energy, LLC for consulting services (2:04:41)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the First Amendment to Horizons Energy, LLC for consulting services.

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

H. Interdepartmental Budget Transfer to cover Hurricane Nicole Expenses (2:06:20)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Interdepartmental Budget Transfer to cover Hurricane Nicole Expenses.

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

H. (reordered to New Business A) Discussion of grant opportunities - Bi-partisan Infrastructure law Topic Area 1 (Grid Resilience) and Topic Area 2 (Smart Grid) (1:10:31)

ADJOURNMENT: (2:25:53)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to adjourn the meeting at 8:28 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: February 28, 2023

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Conversion of Part-Time Meter Reader position to Full-Time Meter Service Worker position

SUMMARY:

Request for approval to convert the currently vacant Part-Time Meter Reader position to an additional Full-Time Meter Service worker position and fill accordingly. The positions are both part of the Electric Utility's Meter Shop.

BACKGROUND AND JUSTIFICATION:

The City's Electric Utility Meter Shop is requesting approval to convert the recently vacated Part-Time Meter Reader position to a Full-Time Meter Service Worker position, increasing the overall headcount by 0.5, and fill accordingly. The change in title will increase the versatility of the position and provide for more efficient utilization of staff within the Utility Meter Shop which provides both electric and water metering services. For example, the Meter Service Worker is not only be able to read meters, but can also replace meters to prevent repeat trips or multiple truck rolls to the same location.

The increased cost will be absorbed within the current Utility budget.

MOTION:

Move to approve/disapprove conversion of currently vacant Part-Time Meter Reader position to Full-Time Meter Service Worker position, increasing overall headcount by 0.5, and fill accordingly.

ATTACHMENT(S):

Fiscal Impact Analysis
Position Change Form

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$20,400	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$20,400	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0.5	0	0	0	0

New Appropriation Fiscal Impact:		
		Expenditure
Department	Water	
Division	Administration	
GL Description	Salaries & Wages	
GL Account Number	402-7010-533.12-10 – 50%	
	403-7010-535.12-10 – 50%	
Project Number	N/A	
Requested Funds	\$20,400	



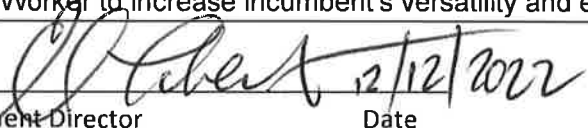
POSITION CHANGE FORM

Current Position

Job Code: 4587		Position Title: Meter Reader - Part Time		
Hourly Rate:	\$22.87	Current Distribution Account:	401-60-35-531.13-10	100 %
				%
Annual Salary:	\$34,487.96			%
<input type="checkbox"/> Reduction Position			<input checked="" type="checkbox"/> Upgrade Position	
Effective Date: 12/6/2022			End Date (if applicable):	
Status:	<input checked="" type="checkbox"/> Part Time	<input checked="" type="checkbox"/> Temporary		Authorizations:
	<input type="checkbox"/> Full Time	<input type="checkbox"/> Permanent		
<input checked="" type="checkbox"/> Eliminate Existing Position			End Date: 12/6/2022	
Comments: Existing Part-Time Meter Reader has resigned, and we would like to fill the open position with a Full-Time Meter Service Worker				

New Position

Job Code: 4584		Position Title: Meter Service Worker		
Hourly Rate:	\$24.76	Current Distribution Account:	401-6035-531.12-10	50 %
				25 %
Annual Salary:	\$51,500.80		403-70-10-535.12-10	25 %
Approval Date: 12/6/2022			End Date (if applicable): N/A	
Status:	<input type="checkbox"/> Part Time	<input type="checkbox"/> Temporary		Authorizations:
	<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Permanent		
Comments: We would like to fill the vacant Part-Time Meter Reader position with a Full-Time Meter Service Worker to increase incumbent's versatility and efficiency.				

 12/12/2022
 Department Director _____ Date _____ HR Director _____ Date _____
 Finance _____ Date _____ City Manager _____ Date _____

FOR HR OFFICE USE ONLY	
Completed Date:	Processor:

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Third Amendment to Professional Services Agreement with WSP USA Inc.

SUMMARY:

Approval of Third Amendment to the Professional Services Agreement with WSP USA for Environmental Compliance Reporting required by regulatory agencies.

BACKGROUND AND JUSTIFICATION:

For many years the City has had a Professional Services Agreement with WSP USA to provide environmental compliance reporting. WSP provides support for the following environmental compliance reports:

- EAOR (Emissions Annual Operating Report) submitted to the Florida DEP; reporting of total annual emissions from the City's power plant.
- EIA-860 (Annual Electric Generator) submitted to the U.S. Energy Information Administration; this report collects generator level specific information about existing/planned generation and associated environmental equipment.
- EIA-923 (Power Plant Operations) submitted to the U.S. Energy Information Administration; provides EIA with annual plant specific electric generation and fuel consumption
- Greenhouse Gas Reporting submitted to the U.S. Environmental Protection Agency is a federal report that collects greenhouse gas data and fuel data.
- SARA TITLE III TRI report to the U.S. Environmental Protection Agency; annual reporting of chemicals used, and quantities stored on site.
- TITLE V is a 5 year permit application to the Florida DEP. The Title V permit was enacted by US Congress in 1990 as a method to standardize the permitting process for emission sources across the country. (Our last Title V permit application was completed/approved in 2022 with our next submission due in 2027)

Staff recommends the City continue the environmental compliance reporting agreement with WSP USA and approve the Third Amendment to the PSA.

The City Manager has approved up to \$46,700 thus requiring Commission approval for the Third Amendment. The original agreement and first amendment were in the amount of \$12,400 each plus the second amendment added additional scope of services plus one-year extension in the amount of \$21,900.

MOTION:

Move to approve/disapprove the Third Amendment to the Professional Services Agreement with WSP USA Inc. providing environmental compliance reporting in an amount not to exceed \$12,900.

ATTACHMENT(S):

Fiscal Impact
Third Amendment to Professional Services Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$12,900	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$12,900	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	Generation
GL Description	Professional Services/Environmental Compliance
GL Account Number	401-6031-531.31-70
Project Number	N/A
Requested Funds	\$12,900

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Consultant Operations Reporting

THIS THIRD AMENDMENT (“Amendment”) to the Professional Services Agreement for Consultant Operations Reporting is made as of JAN 6, 2023, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and WSP USA, Inc., a New York corporation authorized to do business in Florida formerly known as Golder Associates USA, Inc. a Georgia corporation authorized to do business in Florida (“CONSULTANT”).

WHEREAS, in March 2020, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Consultant Operations Reporting to the CITY (“Agreement”); and

WHEREAS, the Agreement was for the term necessary to complete all services and provided that the term may be extended by written agreement of the parties for additional services; and

WHEREAS, on December 2, 2020, the CITY and CONSULTANT amended the Agreement to extend the term of the Agreement for an additional one (1) year; and

WHEREAS, on April 2021, the CONSULTANT changed its name from Golder Associates USA, Inc., to WSP USA, Inc., and requested that the CITY amends the Agreement with this change; and

WHEREAS, on March 9, 2022, the CITY and CONSULTANT amended the Agreement to extend the term of the Agreement for an additional one (1) year; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement for an additional one (1) year and set forth certain terms and condition for the provision of additional services by the CONSULTANT to the CITY; 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 CONSULTANT agree to amend the Agreement, as follows:

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

2. **Consultant’s Services.** Section 2 of the Agreement, regarding the CONSULTANT’s services, is amended to add the additional services as outlined in the CONSULTANT’s proposal, which is attached hereto as **Exhibit “A”** and incorporated herein. The "Terms and Conditions" referenced by CONSULTANT in their proposals are not included as part of this Amendment and shall not be included in Exhibit "A". Services performed by

CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. CONSULTANT shall be entitled to reasonably rely on information provided by the CITY and the CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such.

3. **Term of Agreement.** Section 4 of the Agreement is amended to extend the term of the Agreement through October 31, 2023 unless earlier terminated as stated in the Agreement.

4. **Compensation.** The City agrees to compensate the CONSULTANT in accordance with the time and material fees set forth in **Exhibit "A" hereto; provided that, the maximum not to exceed fee amount for the services provided under this Amendment is \$12,900 (Twelve Thousand Nine Hundred Dollars).** The CITY shall not reimburse the CONSULTANT for any additional costs incurred as a direct or indirect result of the CONSULTANT providing the services as specified in the Agreement to the CITY. If the CITY needs any additional services from the CONSULTANT that are not specified in the Agreement, the CONSULTANT and CITY shall mutually agree in writing to such additional services and the cost for the same prior to such additional services being provided.

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, Amendment 1, Amendment 2, 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 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 electronically and send the same via facsimile or email and such signature is as valid as the original signature of such party.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Consulting Operations Reporting 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

WSP USA, INC.

By: _____
[Signature]

Print Name: BENNY SUI

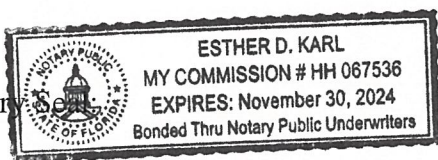
Title: VICE PRESIDENT OF WSP USA

[Corporate Seal]

STATE OF Florida)
COUNTY OF Alachua)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6th day of January 2023, by _____, as the _____ [title] of **WSP USA, Inc.**, a New York corporation, 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 CONSULTANT to the same.

Notary



Esther D. Karl
Notary Public Signature

EXHIBIT "A"
FOUR (4) CONSULTANT'S PROPOSALS
(Dated December 5, 2022)



December 5, 2022

Proposal No. 202228476

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

**PROPOSAL TO PREPARE AND SUBMIT THE 2022 ANNUAL OPERATING REPORT FOR THE
TOM G. SMITH POWER PLANT & LAKE WORTH WATER TREATMENT PLANT**

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to prepare and submit the 2022 Annual Operating Report (AOR) for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). By April 1 of each year, the AOR must be electronically submitted to the Florida Department of Environmental Protection (FDEP) [Rule 62-210.370(3), Florida Administrative Code (F.A.C.)]. The 2022 AOR is due by April 1, 2023.

The purpose of the AOR is to quantify actual air emissions in 2022. Golder will complete the AOR in the format required for agency submittal. An electronic copy of the draft AOR will be sent to the City of Lake Worth Beach for review and comments. After addressing any comments, Golder will submit the forms electronically to FDEP using the Electronic Annual Operating Report (EAOR) software. The electronic submittal will have to be electronically signed by the authorized representative.

Golder will need 2022 operating information such as continuous emission monitoring (CEM) data for Unit 3 (NOx) and latest stack test results for the combined-cycle unit (NOx). The annual emissions fees for 2022 from major sources of air pollution (Title V sources) are based on the actual amount of regulated air pollutants emitted. The Title V Annual Emissions Fees will be automatically calculated by the EAOR software based upon the 2022 actual emissions reported for each pollutant specifically regulated at the Title V facility. Upon completing the EAOR entries, Golder will print an invoice showing which of the reported emissions are subject to the fee and the total Title V Annual Emissions Fee that is due. This proposal does not include the fee, and the City of Lake Worth Beach will need to send the emissions fee to FDEP separately.

Golder is proposing a lump-sum budget of \$3,000 for the proposed work. The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the submission of the AOR using the EAOR online tool. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached).

Golder will start preparation of the AOR immediately after the required information is received following acceptance of the proposal. Golder is proposing to complete the draft of the AOR by March 1, 2023 and expects that the required information will be provided by February 1, 2023. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy to our office. Also, please provide a purchase order as soon as possible.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228476

RE: PROPOSAL TO PREPARE AND SUBMIT THE 2022 ANNUAL OPERATING REPORT
FOR THE TOM G. SMITH POWER PLANT & LAKE WORTH WATER TREATMENT PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.)
A-06	Office Coordinator	\$84
A-07	Project Coordinator	\$104
A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
T-10	Lead Technician	\$160
LD-6	Coordinator, Technical Engineering Support	\$95
LD-7	Senior Coordinator, Technical Engineering Support	\$115
LD-8	Specialist, Technical Engineering Support	\$130
LD-9	Sr. Technical Engineering Support Specialist	\$145
LD-10	Lead Design Technical Engineering Support Specialist	\$160
P-7	Assistant Consultant, Engineer/Scientist	\$100
P-8	Associate Consultant, Engineer/Scientist	\$115
P-9	Consultant, Engineer/Scientist	\$135
P-10	Senior Consultant, Engineer/Scientist	\$150
X-11	Lead Consultant, Engineer/Scientist	\$180
X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
X-13	Director, Engineer/Scientist	\$258
X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



December 5, 2022

Proposal No. 202228500

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

PROPOSAL TO PREPARE 2022 FORMS EIA-860 AND EIA-923 FOR THE TOM G. SMITH POWER PLANT

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to prepare and submit the 2022 Forms EIA-860 and EIA-923 for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). The forms are required to be submitted to the U.S. Energy Information Administration (EIA) annually. The due date for form EIA-860 is February 28, or 60 calendar days after the form opens for data entry and that for Form EIA-923 is approximately 45 calendar days after the form opens for data entry. The exact due dates for the forms are not known until early 2023.

Golder will need information on the amount of fuel burned in each emission unit and the amount of electricity generation (both gross and net generation) by each unit on a monthly basis. Golder requests that the 2022 information be provided in the same format as the previous years. Golder will reach out to the City of Lake Worth Beach to seek any clarifications needed for the supplied data. The forms will be electronically completed in EIA's online portal. The online system generates "error" messages if the data provided don't fit the validation criteria set by EIA. Golder will resolve the error messages with help from the City. Golder will also respond to any follow up questions or comments sent by EIA following the submittal.

Golder is proposing a lump-sum budget of \$3,000 for the proposed work. The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the EIA forms are submitted online. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached).

Golder is prepared to begin work immediately after receiving the required information following acceptance of the proposal. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy electronically. Also, please provide a purchase order as soon as possible.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228500

RE: PROPOSAL TO PREPARE 2022 FORMS EIA-860 AND EIA-923 FOR THE TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.)
A-06	Office Coordinator	\$84
A-07	Project Coordinator	\$104
A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
T-10	Lead Technician	\$160
LD-6	Coordinator, Technical Engineering Support	\$95
LD-7	Senior Coordinator, Technical Engineering Support	\$115
LD-8	Specialist, Technical Engineering Support	\$130
LD-9	Sr. Technical Engineering Support Specialist	\$145
LD-10	Lead Design Technical Engineering Support Specialist	\$160
P-7	Assistant Consultant, Engineer/Scientist	\$100
P-8	Associate Consultant, Engineer/Scientist	\$115
P-9	Consultant, Engineer/Scientist	\$135
P-10	Senior Consultant, Engineer/Scientist	\$150
X-11	Lead Consultant, Engineer/Scientist	\$180
X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
X-13	Director, Engineer/Scientist	\$258
X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



December 5, 2022

Proposal No. 202228477

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2022 GREENHOUSE GAS REPORTING REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to provide professional environmental consulting services associated with the 2022 greenhouse gas (GHG) reporting requirements for the Tom G. Smith Power Plant. The 2022 GHG report is due to the U.S. Environmental Protection Agency (EPA) by March 31, 2023.

Golder submitted the 2021 GHG report using EPA's electronic greenhouse gas reporting tool (e-GGRT) and has several nominated agents to enter the data for 2022.

In order to complete this task, Golder will need the following:

- Carbon dioxide continuous emissions monitor (CO₂ CEM) data for 2022 in tons CO₂
- Monthly fuel burning amounts for each emission unit
- Monthly average fuel heating values for each natural gas and fuel oil

Based on the information provided, Golder will calculate the GHG emissions for 2022. Golder is assuming that the required information will be provided by February 14, 2023 so that a draft of the emissions calculation tables can be sent to the City of Lake Worth for review and comments by February 28, 2023. This should provide the City of Lake Worth sufficient time to review and provide any comments. Golder will finalize the tables within 1 week of receiving comments on the draft GHG emissions calculation. The GHG information will be entered into e-GGRT by the reporting deadline of March 31, 2023.

Golder is proposing a lump-sum budget of \$3,000 to calculate and submit the GHG Report for 2022. City of Lake Worth Beach will be invoiced the lump-sum amount after the draft emissions tables are sent for review. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached). To accept this proposal, please sign and return a copy of the attached Proposal Acceptance Form or provide a purchase order number.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228477

RE: PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2022 GREENHOUSE GAS REPORTING
REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

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A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
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X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
X-13	Director, Engineer/Scientist	\$258
X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

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December 5, 2022

Proposal No. 202228501

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

**PREPARATION AND SUBMITTAL OF THE 2022 SARA TITLE III TRI REPORT FOR THE
TOM G. SMITH POWER PLANT**

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to the City of Lake Worth Beach for Superfund Amendments and Reauthorization Act (SARA) Title III, Section 313 Toxic Release Inventory (TRI) reporting services for Reporting Year (RY) 2022. As discussed further below, Golder will evaluate activity levels, estimate releases, record these releases, as appropriate, using U.S. Environmental Protection Agency (EPA) Toxics Release Inventory – Made Easy Web (TRI-MEweb) and prepare documentation for the Tom G. Smith Power Plant/Water Treatment Plant facility (Lake Worth facility).

Proposed Scope of Work

Golder proposes to perform the following scope of work:

Estimate Releases of Section 313 TRI Chemicals

Golder has identified Section 313 chemicals that are usually manufactured, processed, or otherwise used, as defined in Section 313, at the Lake Worth facility through past TRI reporting efforts. To collect the required information for RY 2022, Golder will provide a data request list to facility personnel, which they should complete and return to Golder. A site visit is not included in the scope of work.

Following receipt of the requested information, Golder will estimate the amounts of Section 313 chemicals associated with the three defined activities and will compare these amounts to the applicable thresholds. For each chemical that is found to exceed an activity threshold, Golder will estimate the amount released to all media, including air emissions, wastewater discharges, landfill disposal, and off-site recycling. The calculations will be performed following EPA guidance or other approved methods, including the use of site-specific analysis for fuels or monitoring data collected by the City of Lake Worth Beach as per other permit requirements.

TRI Report Submittal

Golder will prepare the required TRI Form R or Form A reports using the EPA's TRI-MEweb online program, as applicable. A draft of these submissions will be given to the City of Lake Worth Beach for review, and changes

will be made per the comments, as appropriate. Golder will electronically file the final data with the EPA and prepare the final submission package for the City of Lake Worth Beach to submit to the State Emergency Response Commission (SERC) prior to the submittal deadline of July 1, 2023.

Golder will prepare a draft documentation report describing the steps taken to estimate Section 313 TRI chemical releases and including spreadsheet documentation of the threshold determinations and release estimations for the facility. This report will be submitted, along with the draft TRI submittal forms, if applicable, for review by the City of Lake Worth Beach. Golder will incorporate the comments, as appropriate, into the final documentation report, electronic Form R/A submission, and TRI SERC submittal forms.

Fee and Schedule

Golder proposes to provide the City of Lake Worth Beach with the services described above for the lump-sum budget of \$3,900, in accordance with ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached). The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the submission of the final documentation report. The estimated fee for performing the scope of work is based on Golder's previous years' assessment of facility activities and potential reportable chemicals for the Lake Worth facility.

The proposed work is to be completed before the EPA submittal deadline of July 1, 2023 for RY 2022. Upon written notification of project award, Golder will contact the City of Lake Worth Beach to start collecting the information needed. An electronic draft report will be provided to the City of Lake Worth Beach for review by June 1, 2023. The final documentation report and submission package will be provided within one week of receiving final comments on the submitted draft.

Proposal Acceptance

To authorize Golder to proceed with the above-referenced work, please sign and return a copy of the attached Proposal Acceptance Form or issue a purchase order referencing this proposal and forward a copy via e-mail. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ (attached).

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228501

RE: PREPARATION AND SUBMITTAL OF THE 2022 SARA TITLE III TRI REPORT FOR THE
TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

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ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



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for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

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Plotter	\$0.55/sq.ft.

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STAFF REPORT UTILITY MEETING

AGENDA DATE: February 28, 2023

DEPARTMENT: Electric Utility

TITLE:

In-City Community Solar Update

SUMMARY:

Update on In-Community Solar RFP Results and Next Steps

BACKGROUND AND JUSTIFICATION:

The City Commission has previously requested that Staff prepare an RFP for In-City Community Solar. The RFP was released as approved by the City Commission (See attached Solicitation Progress Update).

The RFP defined the Project Objective as follows:

“The proposed In-Community Solar Power program may include roof-top, ground mounted, and parking lot shade structure solar installations or similar solar structures. A battery storage feature is optional, but highly encouraged. The In-Community Solar Power program must be offered with integrated educational website interfaces to include both existing and new in-city solar structures with optional battery storage. The In-Community Solar Power program must offer the utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate class or program subscription agreements. The program offered must provide a neutral or positive financial impact to the City’s Utilities and City’s program participants.”

Two responses were received, one focused on building a 7.0 Megawatt (MW) AC solar project at the City’s landfill and the other focused on building various smaller projects totaling 4.7 MW AC on City properties but also including an option for a 9.06 MW DC project at the City’s landfill. An Evaluation Committee consisting of two members of City Staff, a member of the City’s Electric Utility Advisory Board, and City’s Wholesale Power Consultant, all identified in the attached Solicitation Progress Update, was assembled to review and evaluate the proposals. A member of City’s Purchasing Staff and City Counsel attended all meetings of the Evaluation Committee.

The Evaluation Committee reviewed the proposals and determined that most all proposed project options failed to meet the stated requirement of the RFP that “...the program offered must provide a neutral or positive financial impact to the City’s Utilities and City’s program participants”. However, the proposal put forward by one respondent, Advanced Green Technologies (AGT), had elements within it that could provide revenue offsets that if implemented would help one of their proposed projects meet the stated requirements, namely building solar canopy structures at the City’s beach lot to create shaded parking. It is the opinion of AGT that shaded parking could be provided at a premium price to customers with the added City parking revenue being used to offset the cost of the electricity generated. Furthermore, features of the AGT proposal involving placing solar panel canopy structures over various City outdoor recreation areas, while 4 to 9.5 times more expensive than City’s alternatives for purchasing solar power under the current Florida Municipal Power Agency (FMPA) Solar III competitive solicitation, provided an innovative approach to allowing for increased public use of the facilities, the value of which could not be directly calculated in terms of fiscal impact but would certainly be worthy of further discussion and consideration by City’s Commission.

Both respondent's proposals to build atop the City's landfill were found to be significantly higher in energy cost to the City than City's alternative solar energy prices obtained through the current FMPA Solar III competitive solicitation. The City's recently conducted Integrated Resource Plan (IRP) included an evaluation of the pricing of the leading In-Community Solar proposal for solar at the City's landfill and found that such a project would have a \$3 million negative impact on the City's cost of energy when compared to a \$1 million savings under the current pricing available from the FMPA Solar III project. The \$4 million difference in value to the City between an In-Community solar project at the City's landfill and a utility-scale solar project such as that being proposed by FMPA is attributed to significant economies of scale associated with building 200+ MW solar project.

In order to better explain AGT's proposal and innovative concepts the respondent has been invited to speak at the City Commission meeting.

MOTION:

Move to approve/disapprove directing City Staff to enter into more detailed discussions with AGT aimed at arriving at a definitive agreement(s) using a power purchase agreement structure (PPA) for an In-Community Solar Projects at City's Beach Complex parking lot and selected outdoor recreation facilities, with such PPA(s) to be brought back to the City Commission for further consideration.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Solicitation Progress Report
RFP



FINANCE DEPARTMENT
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

TO: City Commission
FROM: Valentina Sustaita, Assistant Finance Director - Purchasing
DATE: November 30, 2022
REF: RFP #22-203 CITY OF LAKE WORTH BEACH IN COMMUNITY SOLAR POWER PROGRAM
SUBJECT: Solicitation Progress Update

February 22, 2022 City Commission approved releasing RFP

March 6, 2022 RFP # 22-203 published in Palm Beach Post & City's website

March 30, 2022 RFP # 22-203 Addendum 1 released – City answered questions from potential Respondents and extended submission deadline

April 21, 2022 RFP # 22-203 Addendum 2 released– City answered questions from potential Respondents and extended submission deadline

May 5, 2022 Deadline for proposal submittal.

City received 2 proposals in response to the RFP 22-203 from:

1. *Advanced roofing dba Advanced Green Technologies*
2. *NexAmp*

June 1, 2022 Minimum qualifications assessment completed by City's consultant Vantage Energy Consulting. Consultants assessment implied that both Respondents met minimum qualifications criteria

June 10, 2022 Evaluation Committee assembled & further meetings scheduled:

Evaluation Committee members:

1. *Edward Liberty, Electric Utility Director, City of Lake Worth Beach*
2. *Brian King, Assistant Director, Power Generation, City of Lake Worth Beach*
3. *Matthew Portilla, External Subject Matter Expert (City of Lake Worth Beach EUAB Member)*
4. *Walt Drabinski, External Subject Matter Expert (Vantage Energy Consulting)*

July 8, 2022 Public Meeting 1 – Presentations by Respondents to Evaluation Committee
Chaired by Casetra Thompson – Purchasing Agent

August 9, 2022 Public Meeting - Evaluation Committee meeting
Chaired by Valentina Sustaita, Asst. Finance Director – Purchasing

Recommendation: Evaluation Committee agreed that City Staff should proceed with further discussions under the Sunshine Law exemption with Advanced Green Technologies to further explore proposed visibly-sited beach parking shade and basketball court shade systems. Evaluation Committee will reconvene to discuss findings of the meetings at the later date to provide the final decision and update for the City Commission.

September 14, 2022 Discussion Session with Advanced Green Technologies. Closed meeting
Chaired by Valentina Sustaita, Asst. Finance Director - Purchasing.

*City's Staff: Edward Liberty, Electric Utility Director
Brian King, Assistant Director, Power Generation
Lauren Bennett, Director, Leisure Service Department*

Potential sites to be visited, Advanced Green Technologies to provide revised proposal for Evaluation Committee consideration after site visits.

October 5, 2022 Sites visit with Advanced Green Technologies organized by Valentina Sustaita, Asst. Finance Director - Purchasing.

*City's Staff: Lauren Bennett, Director, Leisure Service Department
Walt Gill, Asst. Director, Electric Utilities
Larry Lightfoot, Parking Manager*

Sites Visited:

*Casino / Beach – 10 S. Ocean Blvd – Parking Coverage (initial meeting location)
Howard Park – 1701 Wingfield Street – Covered Basketball & Tennis
Sunset Ridge Park – 1400 14th Ave N - Covered Basketball & Tennis
Bryant Park – 100 S. Golfview Rd - Covered Parking & Covered Playground
Golf Course – 1 7th Ave N – Covered Parking
Utilities – 1900 2nd Ave N – Parking Coverage, in addition to rooftop solar provided*

November 14, 2022 City received revised/updated proposal from Advanced Green Technologies

November 21, 2022 Public Meeting - Evaluation Committee meeting # 2
Chaired by Valentina Sustaita, Asst. Finance Director – Purchasing

Recommendation: Evaluation Committee unanimously recommended award to Advanced Green Technologies based on its revised proposal subject to further negotiations and City Commission direction.

Next Steps:

February 28, 2022 Project planned to be presented to City Commission for consideration and direction.



REQUEST FOR PROPOSALS

RFP NO. 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM



Financial Services
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1770

RFP#22-203

**CITY OF LAKE WORTH BEACH
IN-COMMUNITY SOLAR POWER PROGRAM**

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties in prominent locations throughout the City of Lake Worth Beach. A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **3:00 PM, April 12, 2022**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at purchasing1@lakeworthbeachfl.gov or from lakeworthbeachfl.bidsandtenders.net. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS RFP #22-203 IN-COMMUNITY SOLAR POWER PROGRAM

PUBLISHED: March 6, 2022 Palm Beach Post and City's Website

GENERAL INFORMATION

1. BACKGROUND

The City's Municipal Electric Utility has taken major steps toward increasing energy production from carbon free and renewable energy resources, which include 22 megawatts of nuclear power, 1.7 megawatts of solar located on the City's closed landfill, and purchase power agreements for 36.55 megawatts of solar power from fields outside of the City and scheduled to become operational in late 2023 and early 2024. The City's electric utility is already on track to achieve a greater than 50% reduction in CO2 emissions by 2025 and will enjoy one of the highest ratios of solar watts per customer in the state of Florida by 2024.

The City of Lake Worth Beach seeks to visibly support and encourage further energy production from renewable sources and would like to implement a program that will provide visible solar installations on City-owned properties which demonstrate clean energy production throughout the City.

2. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties in prominent locations throughout the City of Lake Worth Beach.

The proposed In-Community Solar Power program may include roof-top, ground mounted, and parking lot shade structure solar installations or similar solar structures. A battery storage feature is optional, but highly encouraged. The In-Community Solar Power program must be offered with integrated educational website interfaces to include both existing and new in-city solar structures with optional battery storage. The In-Community Solar Power program must offer the utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate class or program subscription agreements. The program offered must provide a neutral or positive financial impact to the City's Utilities and City's program participants.

A complete scope of work is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

3. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, April 12, 2022**, whether by mail or otherwise may be rejected by the City. The City offices have limited access to the public at this time. **Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP

number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

5. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

6. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE

Section 2-117 of the City's Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP. Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP. Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this RFP, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of determining the best value in the award of an RFP where more than one Respondent identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

7. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due March 22, 2022 - 3:00 PM
- Proposal Due Date and Time April 12, 2022 - 3:00 PM
- Minimum Requirement proposal evaluation April/May, 2022
- Presentations TBD, 2022
- Proposal Evaluation Meeting TBD, 2022
- Contract Negotiations TBD, 2022
- Contract Approval TBD, 2022

TBD – Date(s) and times of Presentations by selected respondents will be determined based on the number of Presentations and Staff availability. Contract Negotiations and Contract Approval will follow accordingly. The City reserves the right to amend the anticipated schedule as it deems necessary and may not award a Contract if mutually acceptable terms and conditions, as well as City Commission approval are not achieved.

8. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

9. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.

10. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any

information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals (in whole or in part), and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

11. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract will be negotiated with successful Respondent. The City reserves the right to not award a Contract if mutually acceptable terms and conditions, as well as City Commission approval are not achieved.

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

The City reserves the right to award to one or more than one Respondent if it is considered to be in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

12. INSURANCE & BOND REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the

selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

Dependent on the selected Respondent and the Respondent's proposed program, a public construction bond issued in accordance with section 255.05, Florida Statutes, may be required.

13. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be initially evaluated to determine the compliance with the minimum

RFP requirements as set forth in evaluation criteria. The City will not take into consideration any proposal that does not meet the minimum qualification requirements. Determination of meeting the minimum requirements is at the sole discretion of the City.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

When the City receives the initial proposals, the Procurement Division in coordination with internal and external subject matter experts shall determine whether each proposal meets the minimum qualifications requirements as set below:

Minimum Qualifications Requirements:

1. Respondent must propose a program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City-owned properties in prominent locations throughout the City.

2. Respondent must propose a program with options for integrated educational website interfaces to showcase both existing and new in-city solar options (battery storage optional).

3. Respondent must propose a program that offers City utility ratepayers the option of sourcing one hundred percent (100%) renewable energy from locally sited renewable energy assets on City-owned properties through a dedicated rate-class or program subscription agreement.

4. Respondent must propose a program that offers a neutral or positive financial impact to the City’s utility and program participants.

All Respondents whose proposals satisfy the minimum requirements will then be requested to provide a presentation to the City’s evaluation committee in a public meeting. After the presentations, proposals will be evaluated by the City’s evaluation committee in a public meeting based on the below provided evaluation criteria.

Only Respondents that meet all of the minimum qualifications requirements will be considered for proceeding to the final evaluation process.

The evaluation of the qualified proposals will be conducted in accordance with the following provisions. Scoring is based on a 250-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 175 points.**

EVALUATION CRITERIA	Points Awarded
<p>LEADERSHIP (Tab 1)</p> <ul style="list-style-type: none"> • Letter of Transmittal • Leadership Response • Relevant experience, accomplishments, and capabilities of key leadership team members • Statement confirming understanding of RFP and minimum requirements 	0 – 10 points
<p>EXPERIENCE OF THE FIRM (Tab 2)</p> <ul style="list-style-type: none"> • Qualification of Staff that would be assigned to the project (up to 15 points) • Relevant experience, capabilities and proven success of the firm with similar projects and in-community solar power projects (up to 25 points) 	0 - 40 points
<p>PROJECT APPROACH (Tab 3)</p> <ol style="list-style-type: none"> 1. Project Development Approach (up to 10 points) 2. Description of achievement of project minimum requirements is clearly identified and outlined with details (up to 15 points) 	0 - 130 points

<ol style="list-style-type: none"> 3. Opportunities and challenges of project clearly defined and solutions provided (up to 15 points) 4. Project plan is provided and clearly identifies all the activities required to successful implement the project (up to 15 points) 5. Project and operating plans clearly delineate responsibilities and expectations of the project proponent, the City, and customers (up to 30 points) 6. Operating plan has been provided and outlines details for operating, billing solutions, and maintenance activities throughout the life of the Project (up to 20 points) 7. Proposed website (actual example preferred) meets the requirements for integration and educational purposes (up to 5 points) 8. Battery storage option clearly described (up to 20 points) 	
<p>FINANCIAL IMPACT & CAPABILITY (Tab 4 & 5)</p> <ul style="list-style-type: none"> • Respondents plan and ability to ensure a neutral or positive financial impact to the City’s Utilities and City’s program participants. 	0 – 50 points
<p>VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE (Tab 5)</p> <ul style="list-style-type: none"> • Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference. 	0 – 10 points
<p>Default, Termination, Litigation, Debarment, etc. & Additional Information (Tab 6)</p> <ul style="list-style-type: none"> • Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 5 points) • Unique resources, capabilities or assets which the respondent would bring to the Project (up to 5 points) 	0 – 10 points

Total

250 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

14. PROPOSAL FORMAT

Each Respondent shall submit **ten (10) originals and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive **maximum size of 10 Mb**.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

COVER PAGE

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

Table of Contents:

Tab 1 - Leadership (Maximum 10 points)

Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the

state law. The City will not consider submittals that identify a joint partnership to be formed.

Tab 2 – Experience of the Firm (Maximum 40 Points)
Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to develop an In-Community Solar Program as provided in the solicitation document, as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Demonstrated Project Experience (limited to 30 pages)

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Teaming (if applicable)

- Summarize the name and titles of the internal project team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the project team, and a very brief listing of their relevant experience.

Tab 3 – Project Approach (Maximum 130 Points)
Respondent Approach

Provide written summary of your understanding and overall approach of the developing and executing an In-Community Solar Power program and discuss how will the project be achieved along with the challenges faced by the approach.

Respondent must provide details how they will provide an In-Community Solar Power program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City owned properties in prominent locations throughout the City.

Respondents providing a battery storage option with their proposal should include detailed information on the proposed battery storage.

Respondents must provide sample of the program policies able to offer City utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate-class or program subscription agreement.

Respondents shall describe in detail the proposed program including without limitation location; necessary facilities; necessary personnel; necessary financial investment; use of any City properties and, the proposed methods to implement the project.

Respondents shall describe in detail expectations for support in as much detail as possible it will require from City staff in providing data, site access, site and building information, etc.

Project Plan

Provide a detailed project plan to include project engineering, construction, permitting, and project execution with included timelines. Provide the details of any additional project related activities and potential project issues and delays. The project plan shall include consideration for disposition of Respondent's equipment at end of term and restoration of City's property (if utilized).

Operating Plan

Provide detailed operating plan for the project to include details of how the Respondent plans to operate the project and provide details on continuing operations and maintenance as well as plans for customer enrollment and de-enrollment, customer billing, collections, and provisions for non-payment.

Respondents Proposed Website

Respondents must provide details of the planned educational website and how will the website interface with existing and new solar options and optional battery storage.

Respondents Billing Solution

Respondents should provide details on any offered customer billing solutions. Such solutions must comply with Florida law.

Tab 4 & 5 – Financial Impact & Financial Capability (Maximum 50 Points)

Tab 4 – Financial Impact

Respondents shall provide details of their plan and ability to ensure a neutral or positive financial impact to the City's Utilities and City's program participants. Examples of items to be covered include forms of agreements anticipated to be utilized, consideration for use of City properties, term of agreement(s), contractual relationship between respondent, City, and customers, default provisions, risks to City and customers, etc.

Tab – 5 Financial Capability

- A statement and evidence of financial capability, including the ability to fund all project development costs.
- The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project.
- Financial capability shall also include an examination of the financial and business plan to include ongoing and operating and maintenance costs
- Financial details outlining evidence of the neutral or positive financial impact to the City's utility and program participants.

Tab 6 – Veteran Business Enterprise, Small Business and Local Business Preference

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this ITN. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the ITN.** Documentation submitted after the proposal deadline will be rejected.

Order and application of preferences. For all preferences set forth in this ITN, only one preference may be identified in a response to this solicitation.

Tab 7 – Additional Information (Maximum 5 Points)

DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the respondent would bring to the project.

ALL COMPLETED FORMS

Include all completed forms listed as attachment.

PROOF OF LICENSES

Respondent will provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent’s Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

Appendix

Other Relevant and Supporting Documentation (optional).

15. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

16. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

17. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- | | |
|------------------|---|
| A. Exhibit "A" | Scope of Services/Work |
| B. Exhibit "A-1" | List of City-Owned Properties and Facilities |
| C. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| D. Exhibit "C" | Respondent Information Form (submit with proposal) |
| E. Exhibit "D" | Similar Projects (submit with proposal) |
| F. Exhibit "E" | References (submit with proposal) |
| G. Exhibit "F" | Drug Free Workplace Form (submit with proposal) |
| H. Exhibit "G" | Scrutinized Companies Certification |
| I. Exhibit "H" | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |

18. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

19. PUBLIC ENTITY CRIMES.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

20. SCRUTINIZED COMPANIES

Pursuant to section 287.135, Florida Statutes, the selected Respondent will be required to certify 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 any resulting agreement at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent 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 the resulting agreement.

21. E-VERIFY

The selected Respondent under a resulting agreement shall be required to comply with and maintain compliance with Section 448.095(2), Florida Statutes, regarding the E-Verify system for itself and its subcontractors utilized in the performance of the resulting agreement.

END OF RFP

RFP EXHIBITS FOLLOW

EXHIBIT “A”

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

SCOPE OF SERVICES/WORK

Description of Existing Electric System

The City of Lake Worth Beach, located in Palm Beach County, Florida, operates a municipal utility system serving 27,300 customers with a net to system load of 474,427 MWh in 2021 and a system peak load of 95.7 MW in 2021, with an all-time peak of 97.2 MW experienced in 2019. Lake Worth Beach currently meets its load requirements using a variety of resources, including self-owned and self-operated on-site generation assets and off-site resources as a member of FMPA. As a participant in FMPA Projects Lake Worth Beach benefits from the associated capacity and energy (“Generation Entitlements”) to meet its customers’ load requirements.

The current Generation Entitlements consist of approximately 113.6 MWs of electric generation capability exclusive of solar projects and before transmission losses, from several generating units. Specifically, these entitlements consist of: 1) the St. Lucie Resource, 2) the Stanton I Resource, 3) the Lake Worth CC Resource, 4) the Lake Worth S3 Resource, and 5) the Lake Worth GT-1 Resource. Not included for capacity planning purposes but operating and producing energy is the Lake Worth Solar 1 Resource (1.7 MW), and the Lake Worth emergency/black start units M 1-5 Resources which total 10 MW. Lake Worth Beach does not currently use its solar resources in calculations of electric capacity for reserve requirement purposes, however it may do so in the future. Lake Worth Beach is also a participant in the FMPA Municipal Solar Projects I and II for a total of 36.55 MW and is anticipated to expand its take of future solar power in coming years. Wholesale power delivery to Lake Worth Beach is achieved via a single 138 KV radial transmission interconnection to FPL’s Cedar 1 and Quantum circuits and associated transmission network service on FPL’s system. A second transmission interconnection to the FPL 138KV transmission system is currently in design with construction expected to start in 2022. Lake Worth Beach is a network transmission service customer of FPL.

Project Objective

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide an In-Community Solar Power program that will install visibly-sited, grid-tied solar systems on City owned properties and facilities in prominent locations throughout the City of Lake Worth Beach.

The proposed In-Community Solar Power program may include roof-top, ground mounted, and parking lot shade structure solar installations or similar solar structures. A battery storage feature is optional, but highly encouraged. The In-Community Solar Power program must be offered with integrated educational website interfaces to include both existing and new in-city solar structures with optional battery storage. The In-Community Solar Power program must offer the utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate class or program subscription agreements. The program offered must provide a neutral or positive financial impact to the City’s Utilities and City’s program participants. Respondents may offer options for customer billing solutions. All proposed billing solutions must comply with Florida law.

Attached as Exhibit “A-1” is a list of all potential City-owned properties and facilities which may be utilized for a Respondent’s proposed program. This list includes the City’s landfill generally located at 1699 Wingfield Street, Lake Worth Beach, Florida. Utilization of the landfill is limited to proposed programs which will not impact the landfill cap.

For all properties and facilities on Exhibit “A-1”, the City does not make, and specifically disclaims, any and all warranties, representations, and guarantees, expressed or implied, with regards to the quality, fitness for a particular use or purpose, appropriateness, suitability, or constructability of such properties and facilities for any proposed In-Community Solar Power program. All Respondents will be required to conduct their own due diligence to determine whether a listed City property and/or facility is appropriate, suitable, and useable for their proposed program. The properties and facilities listed on Exhibit “A-1” are provided in their “as is” and “as available” condition. For avoidance of doubt, the City will rely solely on the experience and expertise of each Respondent to identify and determine which of the properties and/or facilities listed on Exhibit “A-1” are to be utilized in the Respondent’s proposed program.

The City reserves the right to accept all or a portion of any proposed program(s) subject to further negotiations with the selected Respondent(s).

Minimum Project Requirements:

1. Respondent must provide an In-Community Solar Power program with installation of visibly-sited, grid-tied solar systems such as rooftop, ground-mounted, and parking lot shade structure solar installations or similar structures on City owned properties in prominent locations throughout the City.
2. Respondents must provide options for integrated educational website interfaces to showcase both existing and new in-city solar options and the optional battery storage.
3. Respondents must provide program policies able to offer City utility ratepayers the option of sourcing one-hundred percent renewable energy from locally sited renewable energy assets on City owned properties through a dedicated rate-class or program subscription agreement.
4. Respondents program offered shall have a neutral or positive financial impact to the City’s utility and program participants.

END OF SCOPE OF SERVICES/WORK

EXHIBIT “A-1”

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

LIST OF CITY OWNED PROPERTIES AND FACILITIES

The following list of City-owned properties and facilities is not an exclusive list. If a Respondent determines there are other City properties and/or facilities within the City of Lake Worth Beach that best fit the Respondent’s proposed In-Community Solar Power program, the Respondent may propose such properties and/or facilities. Respondents are encouraged to review the City’s Code of Ordinances and Charter (available at: https://library.municode.com/fl/lake_worth_beach/codes/code_of_ordinances) regarding potential limitations on use and leases of City owned properties and/or facilities.

- 1699 Wingfield Street (land fill – where City’s existing solar array is located)
- 1803 N Federal Highway
- 1 7th Avenue North
- 902 22nd Avenue North
- 818 Worthmore Drive
- 1415 North D Street
- 1413 North D Street
- 1837 15th Avenue North
- 1765 17th Avenue North
- 1900 2nd Avenue North
- 1702 Lake Worth Road
- 201 North Dixie Highway
- 10 South Ocean Blvd 2
- 7 North B Street
- 1005 Lucerne Avenue
- 7 North Dixie Highway
- 414 Lake Avenue
- 15 North M Street
- 100 South Golfview Road
- Any other sites which may be identified during this process

EXHIBIT "B"

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

CITY CAMPAIGN CONTRIBUTION STATEMENT

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.

- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title: _____

Physical
Address:

Street

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Certification: Yes / No

If yes, Certification # _____ Expiration date _____

Federal Identification Number: _____

This is a requirement of every Respondent

EXHIBIT "D"

**RFP # 22-203
CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

SIMILAR PROJECTS

List three (3) similar projects successfully completed in the past five (5) years by the Respondents firm.

Completed Project #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

EXHIBIT "E"

**RFP # 22-203
CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM**

REFERENCES

List below, or on an attached sheet, list references per RFP requirements for providing general maintenance services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

EXHIBIT "F"

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], 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 "H"

RFP # 22-203

CITY OF LAKE WORTH BEACH IN-COMMUNITY SOLAR POWER PROGRAM

VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND

LOCAL BUSINESS PREFERENCE FORM

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent , hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Purchased Power Cost Adjustment (PCA)

SUMMARY:

Establishing the Purchased Power Cost Adjustment in Electric Utility Rates effective April 1, 2023

BACKGROUND AND JUSTIFICATION:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are the City's entitlements in various Florida Municipal Power Agency (FMPA) St. Lucie and Stanton 1 Projects, the City's own solar farm atop City's closed landfill, the City's power plant, and a contract with Orlando Utilities Commission for supplemental energy and capacity (the "OUC Agreement"). As determined during the electric utility rate making process certain electric utility expenses largely related to the purchase of electric capacity, debt service, operations and maintenance, general fund transfer, and City shared internal service costs are recovered via the Base Energy Charge on customers' bills and are not included in the Purchased Power Cost Adjustment (PCA).

Expenses largely related to the purchase of electric energy from the aforementioned electric production resources, as well as the electric energy and capacity purchases under the OUC Agreement, and electric transmission costs, are recovered or returned via the Purchased Power Cost Adjustment (PCA) on customers' bills. As per City Resolution 92-2021 the PCA "shall be established for a projected 3-month period for energy sales during that period..."

In order to establish the PCA, City's Electric Utility Staff provides a recommendation to the City Commission of the PCA for the upcoming 3-month period. In determining the PCA recommendation, Staff uses a combination of actual incurred purchased power costs for the prior period together with a forecast of purchased power costs for the upcoming 3-month period. In performing its analysis Staff calculates a True-Up amount representing the over or under recovery of purchased power costs from the prior period, which are then credited or debited to the following period accordingly.

Due to the impact of declining natural gas costs on wholesale power costs Staff has developed three cases or options for evaluation by the City Commission. Option 1 would allow for a reduction on the PCA as we anticipate an over-recovery due to declining natural gas prices since the PCA was last adjusted on December 1, 2022. Option 2 would allow for a transfer of \$301,412 to the Rate Stabilization Fund and a smaller reduction in the PCA. Option 3 would allow for a transfer of \$500,000 to the Rate Stabilization Fund with an even lower reduction in the PCA. Funding the Rate Stabilization Fund would serve to minimize the impact to customers during periods when increase due to rising natural gas fuel costs by withdrawing from the Rate Stabilization Fund to offset PCA costs.

Staff develops its estimates of future purchased power costs using widely published and publicly available values for natural gas futures contracts for the applicable months. City does not actually purchase natural gas futures contracts, it merely used published prices as a forecasting tool.

Section 3 of City's Resolution 92-2021 defines the Purchased Power Cost Adjustment (PCA) and formula for calculation as follows:

$$PCA = (A + B + C) / D$$

Where:

A = The projected purchased power costs for the projected 3-month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity; energy and directly related costs, Lake Worth Beach electric utility power plant generating fuel; and transmission costs:

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3-month period

Accordingly, the recommended PCA elements effective April 1, 2023 under Option 1 are as follows:

A = \$2,586,556

B = \$2,802,244

C = \$0

D = 94,489 MWh

PCA = \$57.03 per MWh

Option 1 PCA; Residential First 1,000 kWh per month = \$0.05703 per kWh

Option 1 PCA; Residential Additional kWh above 1,000 kWh per month = \$0.05493 per kWh

Option 1 PCA; Average; Commercial and Demand = \$0.06493 per kWh

Option 1 Monthly Change in Bill for 1,000 kWh Residential Customer = -\$5.99

Alternatively, the recommended PCA elements effective April 1, 2023 under Option 2 are as follows:

A = \$2,586,556

B = \$2,802,244

C = \$301,412

D = 94,489 MWh

PCA = \$60.22 per MWh

Option 2 PCA; Residential First 1,000 kWh per month = \$0.06302 per kWh

Option 2 PCA; Residential Additional kWh above 1,000 kWh per month = \$0.06092 per kWh

Option 2 PCA; Average; Commercial and Demand = \$0.07092 per kWh

Option 2 Monthly Change in Bill for 1,000 Residential Customer = -\$2.80

Lastly, the recommended PCA elements effective April 1, 2023 under Option 3 are as follows:

A = \$2,586,556

B = \$2,802,244

C = \$500,000

D = 94,489 MWh

PCA = \$62.32 per MWh

Option 3 PCA; Residential First 1,000 kWh per month = \$0.05703 per kWh

Option 3 PCA; Residential Additional kWh above 1,000 kWh per month = \$0.05493 per kWh

Option 3 PCA; Average; Commercial and Demand = \$0.06493 per kWh

Option 3 Monthly Change in Bill for 1,000 kWh Residential Customer = -\$0.00070

If approved, the PCA for all customer rate classes will change effective April 1, 2023.

MOTION:

Move to approve/disapprove the PCA as presented under Option 1; Option 2 or Option 3 effective April 1, 2023.

ATTACHMENT(S):

Resolution 92-2021
PCA Calculation Templates for Rates Effective April1, 2023
Graph; Natural Gas Futures Price Forecasts vs. Actual Prices

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, the rates set forth herein are just and equitable and serve a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA as follows:

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
 - a. 100% of the energy is used exclusively for the co-owner's benefit.
 - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - c. Each point of delivery will be separately metered and billed.
 - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
 - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.55 per month.
 - b. Energy Charge per kWh

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	N/A	N/A
Total	\$0.1039	\$0.1339

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$35.00 per month.

B. Regular Commercial Service (Schedule C-S)

1. Designation: Regular Commercial Electric.
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$17.00 per month.
 - b. Energy Charge per kWh.

	All kWhs
Base Energy	\$0.08700
Power Cost Adjustment	\$0.03700
Capacity	N/A
Total	\$0.12400

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

C. Demand Commercial Service (Schedule CD-S)

1. Designation: Demand Commercial Electric
2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$130.00 per month.
 - b. Energy Charge per KWH

	All kWhs	Demand - KW
Base Energy	\$0.05200	\$12.00
Power Cost Adjustment	\$0.03700	
Capacity Charge	N/A	
Total	\$0.08900	\$12.00

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$250.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$30.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0840 per kWh
 - ii. On Peak \$0.2600 per kWh
 - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

E. Time of Use Demand Commercial Service (Schedule CDT-S)

1. Designation: Time of Use Demand Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0620 per kWh
 - ii. On Peak \$0.2400 per kWh
 - iii. Demand Charge: \$7.00 per kW.
 - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
 - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
 - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
 - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
 - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - b. Each point of delivery will be separately metered and billed.
 - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

	All KWH's
Base Energy	\$0.05148
Power Cost Adjustment	\$0.03578
Capacity	\$0.01020
Total	\$0.09746

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
 - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
 - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
 - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. **Service:** Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. **Term of Service:** Not less than one (1) year.
6. **Monthly Rates:** A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - a. **Standard Lighting:**

Description Unit Cost per Month

175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.21
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$19.15
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$37.68
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.93
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.05
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.15
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.00
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.00
Underground Conductors up to 150 feet	\$1.33
Underground Conductors from 150 feet to 300 feet	\$2.68

7. **Purchased Power Cost Adjustment Charge:** A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. **Outside City Limits Surcharge:** A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
 - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
 - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.85
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.33
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$12.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$15.19
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.09
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30

c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$10.00 or Pole used only for Light
 Concrete Pole and Span of Overhead Conductors \$15.00 or Pole used only for Light
 Underground Conductors up to 150 feet \$1.33
 Underground Conductors from 150 feet to 300 feet \$2.68

7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
 - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established for a projected 3 month period for energy sales during that period as follows:

$$PCA = (A + B + C) / D$$

where:

A = The projected purchased power costs for the projected 3 month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3 month period

The purchased power cost adjustment charge will be reconciled quarterly and trued up between estimated costs and billing units and actual costs and billing units.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after January 1, 2022.

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

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

The Mayor thereupon declared this resolution duly passed and enacted on the 14th day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____

Betty Resch, Mayor

ATTEST:



Melissa Ann Coyne, City Clerk



CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
OPTION 1 Effective April 1st 2023

- 1 Projected Period Jan 2023 - Mar 2023
- 2 Prior Period True-Up June 2022 - Nov 2022

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months Jan 2023 - Mar 2023	\$2,586,556
	(FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	
4	B = True up amount for prior period June 2022 - Nov 2022	
	Actual Power Costs	\$16,154,658
5	Actual PCA Revenues	\$13,352,414
6	Difference	\$2,802,244
7	B = True Up amount = Line 6	\$2,802,244
8	Remaining Costs to be Recovered	\$0
9	A + B =	\$5,388,800
10	C = Amount transferred to or from the Rate Stabilization Fund	\$0
11	D = Projected retail sales in MWh for the 3 months Jan 2023 - Mar 2023	94,489
12	PCA = (A + B + C) / D =	<u>\$57.03</u> per MWh
13		<u>\$0.05703</u> per kWh
14		\$57.03 per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)	\$0.06302 per kWh
16	Current PCA (First 1,000 kWh Residential)	\$0.06092 per kWh
17	Current PCA (Additional kWh Residential)	\$0.07092 per kWh
18	Current PCA (Average - Commercial, Demand)	\$63.02 per 1,000 kWh
19	Change in PCA	-\$0.00599 per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh	<u>-\$5.99</u> per 1,000 kWh
21	Proposed PCA (Average - Commercial, Demand)	\$0.05703 per kWh
22	Proposed PCA (First 1,000 kWh Residential)	\$0.05493 per kWh
23	Proposed PCA (Additional kWh Residential)	\$0.06493 per kWh

CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
OPTION 2 Effective April 1st 2023

1	Projected Period	Jan 2023 - Mar 2023	
2	Prior Period True-Up	June 2022 - Nov 2022	
PCA = (A + B + C) / D			
3	A = Projected Power Costs for the 3 months	Jan 2023 - Mar 2023	\$2,586,556
	(FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)		
4	B = True up amount for prior period	June 2022 - Nov 2022	
	Actual Power Costs		\$16,154,658
	Actual PCA Revenues		\$13,352,414
	Difference		\$2,802,244
	B = True Up amount = Line 6		\$2,802,244
	Remaining Costs to be Recovered		\$0
9	A + B =		\$5,388,800
10	C = Amount transferred to or from the Rate Stabilization Fund		\$301,412
11	D = Projected retail sales in MWh for the 3 months	Jan 2023 - Mar 2023	94,489
12	PCA = (A + B + C) / D =		<u>\$60.22</u> per MWh
13			<u>\$0.06022</u> per kWh
14			\$60.22 per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)		\$0.06302 per kWh
16	Current PCA (First 1,000 kWh Residential)		\$0.06092 per kWh
17	Current PCA (Additional kWh Residential)		\$0.07092 per kWh
18	Current PCA (Average - Commercial, Demand)		\$63.02 per 1,000 kWh
19	Change in PCA		-\$0.00280 per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh		<u>-\$2.80</u> per 1,000 kWh
21	Proposed PCA (Average - Commercial, Demand)		\$0.06022 per kWh
22	Proposed PCA (First 1,000 kWh Residential)		\$0.05812 per kWh
23	Proposed PCA (Additional kWh Residential)		\$0.06812 per kWh

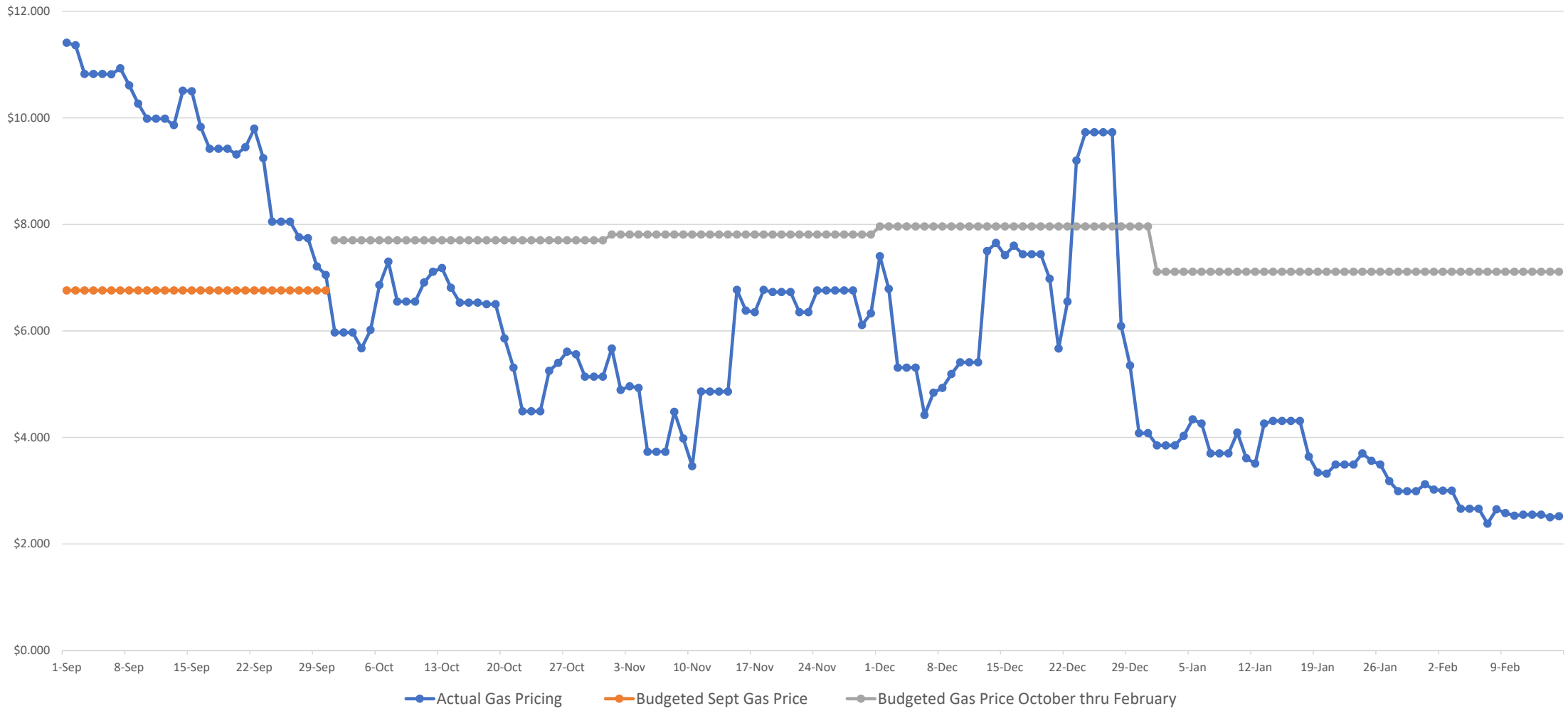
CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
OPTION 3 Effective April 1st 2023

1 Projected Period Jan 2023 - Mar 2023
2 Prior Period True-Up June 2022 - Nov 2022

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months Jan 2023 - Mar 2023		\$2,586,556
	(FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)		
	B = True up amount for prior period June 2022 - Nov 2022		
4	Actual Power Costs		\$16,154,658
5	Actual PCA Revenues		\$13,352,414
6	Difference		\$2,802,244
7	B = True Up amount = Line 6		\$2,802,244
8	Remaining Costs to be Recovered		\$0
9	A + B =		\$5,388,800
10	C = Amount transferred to or from the Rate Stabilization Fund		\$500,000
11	D = Projected retail sales in MWh for the 3 months Jan 2023 - Mar 2023		94,489
12	PCA = (A + B + C) / D =		<u>\$62.32</u> per MWh
13			<u>\$0.06232</u> per kWh
14			\$62.32 per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)		\$0.06302 per kWh
16	Current PCA (First 1,000 kWh Residential)		\$0.06092 per kWh
17	Current PCA (Additional kWh Residential)		\$0.07092 per kWh
18	Current PCA (Average - Commercial, Demand)		\$63.02 per 1,000 kWh
19	Change in PCA		-\$0.00070 per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh		<u>-\$0.70</u> per 1,000 kWh
21	Proposed PCA (Average - Commercial, Demand)		\$0.06232 per kWh
22	Proposed PCA (First 1,000 kWh Residential)		\$0.06022 per kWh
23	Proposed PCA (Additional kWh Residential)		\$0.07022 per kWh

Gas Pricing - Actual verses Budgeted



STAFF REPORT UTILITY MEETING

AGENDA DATE: February 28, 2023

DEPARTMENT: Vice Mayor McVoy

TITLE:

Resolution No. 05-2023 – committing to achieving net-zero carbon emissions for its Electric Utility

SUMMARY:

Approval from the Commission is requested to set an interim (2035) and a final (2045) goal for greenhouse gas emissions and renewable energy usage for the City’s municipally owned utility.

BACKGROUND AND JUSTIFICATION:

In November of 2022, speaking about climate change, UN Secretary General Antonio Guterres stated, “We are in the fight of our lives, and we are losing.” “Greenhouse gas emissions keep growing, global temperatures keep rising, and our planet is fast approaching tipping points that will make climate chaos irreversible.” “We are on a highway to climate hell with our foot still on the accelerator.” “Climate change... is the defining issue of our age. **It is the central challenge of our century.**”

The Smart Electric Power Alliance (SEPA) is “dedicated to helping electric power stakeholders address the most pressing issues they encounter as they pursue the transition to a clean and modern electric future and a carbon-free energy system by 2050. [They] are a trusted partner providing education, research, standards, and collaboration to help utilities, electric customers, and other industry players across three pathways: Electrification, Grid Integration, Regulatory and Business Innovation.”

SEPA notes that “**globally, the scale of carbon reduction that must be achieved by the electric utility industry by 2035 in order to limit global warming to 1.5°C (compared to pre-industrial levels) is estimated between 70% to 92%.**”

In their “2021 Utility Transformation Profile” of leading utilities, SEPA also noted that, “**utilities with strong carbon-reduction targets are making the most progress in the transformation.**”

In 2019, in response to the latest climate science, the State of New York passed the **Climate Leadership and Community Protection Act (CLCPA)**, legislation widely recognized as trailblazing. The New York State Energy Research and Development Authority (NYSERDA) engaged a San Francisco firm, Energy and Environmental Economics, Inc. (E3), to analyze New York’s decarbonization opportunities. E3 evaluated the emissions impact of New York’s prior policies and explored any additional measures that would be needed to reach the State’s CLCPA targets.

Significantly, E3’s 47-page report published in 2020 concluded that, “**Deep decarbonization in New York is feasible using existing technologies.** This reinforces the conclusion of many other studies. All needed technologies currently exist and can safely be assumed to realize incremental improvements resulting from significant deployment. A high level of innovation will make the transition easier, but the transition is already technically feasible.”

New York State’s Climate Action Council, convened by the CLCPA, conducted a cost-benefit analysis and concluded that, “**the cost of inaction exceeds the cost of action [deep decarbonization] by more than \$90 billion.**”

The transition to a clean and modern electric future is consistently accompanied by prosumer policies: **“Diversity, equity, inclusion and access for all are required for a fair and just carbon-free energy future.”** (SEPA). “The [NY] Climate Act mandates that no less than 35% with a goal of at least 40% of our climate action benefits will go toward New York’s disadvantaged communities.”

As of January 2023, these Florida communities have committed to move to 100% clean energy: **Tallahassee, Gainesville, Orlando, Tampa, Cocoa, Satellite Beach, Dunedin, Largo, Safety Harbor, St. Petersburg, Sarasota, South Miami and Pinellas County.**

We conclude that:

- (1) there is a urgent worldwide need to reach zero greenhouse gas emissions;
 - (2) this will only be possible through the individual efforts of many different utilities;
 - (3) it is technologically possible to reach the decarbonization goals included in Resolution 05-2023;
 - (4) those utilities that set clear, quantitative goals make the swiftest progress;
 - (5) the potential benefits of action [decarbonization] appear to be greater than the significant costs of inaction;
 - (6) Social justice and customer benefits can and should be central to decarbonization;
-) The prudent choice is for Lake Worth Beach to set and actively pursue strong net-zero goals.

MOTION:

Move to approve/disapprove Resolution No. 05-2023 – committing to achieving net-zero carbon emissions for its Electric Utility

ATTACHMENT(S):

Resolution 05-2023

RESOLUTION NO. 05-2023 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, COMMITTING TO ACHIEVING NET-ZERO CARBON
EMISSIONS FOR ITS ELECTRIC UTILITY; AND PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, global average temperatures continue to climb to the highest levels in modern history; and

WHEREAS, there is scientific consensus that climate change is threatening our social and economic institutions; and

WHEREAS, the Cross Dependency Initiative's (XDI) recently completed "Gross Domestic Climate Risk" analysis of 2600 territories worldwide ranked the State of Florida as 10th most vulnerable in the world to total amount of potential damage; and

WHEREAS, the Fifth Assessment Report (AR5) of the United Nations Intergovernmental Panel on Climate Change (IPCC) was written by more than 830 lead authors and independently reviewed by 2,000 experts; and

WHEREAS, the Fifth Assessment Report has found that global temperature must not increase by more than 1.5 degrees Celsius above preindustrial levels if we wish to avert the increasingly damaging, irreversible effects of a changing climate; and

WHEREAS, the AR5 also found that significant climate action is needed globally over the next decade in order to reach net-zero greenhouse gas (GHG) emissions by mid-century; and

WHEREAS, the City of Lake Worth Beach, as a coastal city possessing its own municipally owned electric utility, is particularly well positioned to be a leader in greenhouse gas reductions;

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

Section 1: The City of Lake Worth Beach commits to reducing its Electric Utility's greenhouse gas emissions to net-zero by 2045.

Section 2: The City of Lake Worth Beach commits to an interim target of sourcing 60% of its electricity from renewable and emission free energy by 2035.

Section 3: The City of Lake Worth Beach and its Electric Utility commits to exploring all available strategies to reduce carbon emissions and transition to a carbon-neutral energy

system, including but not limited to renewable energy, energy efficiency, net-zero building codes, community microgrids, energy storage, demand response, and the electrification of transportation and buildings.

Section 4: The City of Lake Worth Beach commits to implementing equitable prosumer policies for its Utility that encourage and enable residents and businesses to generate their own and their neighbor’s renewable energy, organize various community solar and storage projects, participate in dynamic demand response programs, and actively engage in energy conservation and efficiency measures.

Section 5: The City of Lake Worth Beach continues its commitment to protecting the fiscal strength of the City, the Utility, and the Community through prudent financial planning and risk management, while also investing in the necessary infrastructure and programs to achieve the 2035 and 2045 carbon reduction commitments, and recognizes that not doing so would be fiscally imprudent.

Section 6: The City of Lake Worth Beach and its Electric Utility commit to working with other cities, counties, utilities, governmental agencies, the Florida Municipal Power Agency, and nonprofit and for-profit allies to equitably achieve its interim and net-zero commitments.

Section 7: The City of Lake Worth Beach and its Electric Utility commit to publicly tracking progress toward greenhouse gas reductions through recognized third-party technology such as Council for Local Environmental Initiative’s (ICLEI) Local Governments for Sustainability “ClearPath” software.

Section 8: This Resolution shall become effective upon adoption.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kim Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this Resolution duly passed and adopted on this _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk