



VIA Electronic Filing

December 17, 2024

Florida Public Service Commission
Adam Teitzman, Commission Clerk
Office of the Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

***Re: City of Jacksonville Beach, Florida d/b/a
Beaches Energy Services – Revised Tariff Sheets***

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Jacksonville Beach, Florida, doing business as Beaches Energy Services, pursuant to Rules 25-9.05 through 25-9.071 of the *Florida Administrative Code*.

Electronically filed are the city's following revised tariff sheets in legislative and final filing formats:

- a) Sixth Revised Sheet No. 7.0 -- *Index of Rate Schedules*;
- b) Sixth Revised Sheet No. 17.0 -17.1 – *Outdoor Lighting Service Schedule*, and,
- c) Third Revised Sheet No. 23.0 – *Contracts and Agreements Index*.

Copies of the *Electric Service Agreement Between City of Jacksonville Beach, Florida and City of Neptune Beach, Florida*, and the *Beaches Energy Services Outdoor Lighting Service Agreement*, numbers 2. and 4., respectively, on Sheet No. 23.0 are included for placement in the referenced section. The agreement between the City of Jacksonville Beach and Neptune Beach should replace the agreement currently in place in the city's tariff book.

Also included with the filing is a signed copy of the city's Resolution No. 2174-2024 detailing the proposed changes to the referenced tariff sheets.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

Beaches Energy Services
7.0
Jacksonville Beach, Florida
7.0

~~Fifth~~Sixth Revised Sheet No.

Cancels ~~Fourth~~Fifth Revised Sheet No.

INDEX OF RATE SCHEDULES

<u>Designation</u>	<u>Title</u>	<u>Sheet Number</u>
GS	General Service Non-Demand (Commercial).....	8.0-8.1
GSD	General Service Demand.....	9.0-9.1
RS	Residential Service.....	10.0-10.1
NM	Net Metering.....	11.0-11.2
NB	Reserved.....	12.0-12.1
HA-1	Reserved.....	13.0-16.0
H.A.-2	Reserved.....	14.0
	Reserved.....	15.0
	Reserved.....	16.0
SL <u>Service</u>	Street Lighting and Private Lighting <u>Outdoor Lighting</u>	17.0-17.1
BPCA	Bulk Power Cost Adjustment Clause.....	18.0
TAC	Tax Adjustments.....	19.0

Issued by: ~~Roy Trotter~~Allen Putnam
2009 January 1, 2025

Director of Beaches Energy Services

Effective: May 4,

INDEX OF RATE SCHEDULES

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	Reserved.....	15.0
	Reserved.....	16.0
SL	Outdoor Lighting Service.....	17.0-17.1
BPCA	Bulk Power Cost Adjustment Clause.....	18.0
TAC	Tax Adjustments.....	19.0

Issued by: Allen Putnam
Director of Beaches Energy Services

Effective: January 1, 2025

Private Rental Lighting and Public Street Outdoor Lighting Service
Schedule SL

Availability – ~~Service is A~~available within the corporate limits of Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley, and other territories served by the city.

Applicability – For ~~private rental lighting and public street~~outdoor lighting for customers, incorporated cities, and other governmental authorities.

Limitation of Service – Not applicable.

Schedule of Rates and Fees – ~~The following Rate S~~schedule of rates and fees to be imposed, assessed, and collected by the city for outdoor lighting services furnished by the city to its customers, including the initial installation charges, is hereby adopted and established per light per month (for existing light(s) provided for on Sheet 17.1 and for installed lights after initial three-year period):

A. Installation Fee. ~~The installation fee shall be the cost to install the outdoor service light. The cost shall be the sum of the labor, materials, and equipment required to complete the detailed scope of work provided in the Outdoor Lighting Service Agreement (See Sheet No. 23.0) between the customer and city. Customers will be provided a calculation of costs before executing the Agreement and that cost shall be valid for 90 days.~~

- ~~a. Labor – calculated as the prevailing labor rates for the required crew and time needed to complete the scope of work.~~
- ~~b. Materials – calculated as the inventory value or purchase price as of the scope of work estimate date.~~
- ~~c. Equipment - calculated as the equipment rate for the required equipment and time needed to complete the scope of work.~~

B. Monthly Rate Schedule. ~~The following schedule of rates and charges to be imposed, assessed, and collected by the city per light, per month:~~

GranVille 70 watt metal halide luminaire	\$ 11.35
Cobra 70 watt high pressure sodium luminaire	\$ 7.37
GranVille 100 watt high pressure sodium luminaire	\$ 9.44
*NEMA 100 watt high pressure sodium luminaire	\$ 6.10
Park Pak 100 watt high pressure sodium luminaire	\$ 6.10
Colonial 100 watt high pressure sodium luminaire	\$ 6.10
*NEMA 176 watt high pressure sodium luminaire (discontinued)	\$ 8.12
Cobra 250 watt high pressure sodium luminaire	\$12.05
Mongoose 250 watt metal halide luminaire	\$13.84
Cobra 400 watt high pressure sodium luminaire (discontinued)	\$15.47
Cobra 700 watt high pressure sodium luminaire (discontinued)	\$24.41
Flood 1000 watt metal halide luminaire	\$36.90

~~*NEMA: National Electrical Manufacturers Association (Standards)~~

<u>Outdoor Light Description</u>	<u>Approximate Wattage Range (Watts)</u>	<u>Approximate Lumen Range</u>	<u>Established Monthly Kilowatt-Hour Consumption</u>	<u>Monthly Service Charge</u>
<u>Standard Post Top</u>	<u>50-59</u>	<u>5,000 – 6,000</u>	<u>21</u>	<u>\$10.58</u>
<u>Historical Post Top</u>	<u>30-39</u>	<u>5,000 – 6,000</u>	<u>14</u>	<u>\$23.44</u>
<u>Architectural Post Top</u>	<u>40 – 49</u>	<u>4,000 – 5,000</u>	<u>17</u>	<u>\$37.26</u>
<u>Urban Roadway – Small</u>	<u>60 - 69</u>	<u>6,000 – 7,000</u>	<u>25</u>	<u>\$7.40</u>
<u>Urban Roadway – Medium</u>	<u>140 – 149</u>	<u>16,000 – 17,000</u>	<u>55</u>	<u>\$11.99</u>
<u>Major Roadway – Medium</u>	<u>130 – 139</u>	<u>17,000 – 18,000</u>	<u>52</u>	<u>\$11.99</u>

(Continued on Sheet No. 17.1)

Issued By: ~~Roy Trotter~~ Allen Putnam Effective: ~~April~~ January 1, 2013~~25~~
Director of ~~Electric Utilities~~ Beaches Energy Services

**Outdoor Lighting Service
Schedule SL**

Availability – Service is available within the corporate limits of Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley, and other territories served by the city.

Applicability – For outdoor lighting for customers, incorporated cities, and other governmental authorities.

Limitation of Service – Not applicable.

Schedule of Rates and Fees – The following schedule of rates and fees to be imposed, assessed, and collected by the city for outdoor lighting services furnished by the city to its customers, including the initial installation charges, is hereby adopted and established:

A. Installation Fee. The installation fee shall be the cost to install the outdoor service light. The cost shall be the sum of the labor, materials, and equipment required to complete the detailed scope of work provided in the Outdoor Lighting Service Agreement (*See Sheet No. 23.0*) between the customer and city. Customers will be provided a calculation of costs before executing the Agreement and that cost shall be valid for 90 days.

- a. Labor – calculated as the prevailing labor rates for the required crew and time needed to complete the scope of work.
- b. Materials – calculated as the inventory value or purchase price as of the scope of work estimate date.
- c. Equipment - calculated as the rate for the required equipment and time needed to complete the scope of work.

B. Monthly Rate Schedule. The following schedule of rates and charges to be imposed, assessed, and collected by the city per light, per month:

Outdoor Light Description	Approximate Wattage Range (Watts)	Approximate Lumen Range	Established Monthly Kilowatt-Hour Consumption	Monthly Service Charge
Standard Post Top	50-59	5,000 – 6,000	21	\$10.58
Historical Post Top	30-39	5,000 – 6,000	14	\$23.44
Architectural Post Top	40 – 49	4,000 – 5,000	17	\$37.26
Urban Roadway – Small	60 - 69	6,000 – 7,000	25	\$7.40
Urban Roadway – Medium	140 – 149	16,000 – 17,000	55	\$11.99
Major Roadway – Medium	130 – 139	17,000 – 18,000	52	\$11.99

(Continued on Sheet No. 17.1)

Beaches Energy Services
 17.1
 Jacksonville Beach, Florida
 17.1
 (Continued from Sheet No. 17.0)

~~___FifthSixth~~ Revised Sheet No.

~~___~~ Cancels ~~FourthFifth~~ Revised Sheet No.

~~Availability—Available within the corporate limits of Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley, other territories served by the city.~~

~~Applicability—For private rental lighting and public street lighting for customers, incorporated cities, and other governmental authorities.~~

~~Limitation of Service—Not applicable.~~

~~Rate—Monthly rate schedule for each light per month for the first three years (for installation of light, or light and pole):~~

	70 watt MH**	70 watt HPS*	100 watt HPS*	250 watt MH**	250 watt HPS*	400 watt HPS*	1000 watt MH**
GranVille on fiberglass pole	\$66.61		\$65.35				
Colonial on fiberglass pole			\$11.35				
Park-Pak on laminated wood pole			\$21.35				
Install fixture on existing pole		\$7.37	\$9.20		\$17.25	\$23.50	\$44.35
Install fixture and new wooden pole		\$25.20	\$11.95		\$19.90	\$27.10	\$47.00
Install fixture and new concrete pole		\$29.18	\$16.45	\$57.59	\$24.45	\$33.25	\$51.53
Install fixture and new metal pole					\$40.56		

~~—*HPS—High Pressure Sodium~~

~~—**MH—Metal Halide—~~

~~Rental lights will be furnished on sites approved by the city electric department, including installation, maintenance, replacement when necessary, and electrical energy consumed, including a rate schedule as provided by the city.~~

~~Minimum Bill— not applicable.~~

~~Term of Service—As provided herein and amended by the council.~~

~~Bulk Power Cost Adjustment— See Bulk Power Cost Adjustment on Sheet No. 18.0.~~

<u>Major Roadway – Large</u>	<u>200 – 209</u>	<u>26,000 – 27,000</u>	<u>79</u>	<u>\$13.96</u>
<u>Wildlife Friendly – Standard Post Top</u>	<u>30 – 39</u>	<u>900 – 1,000</u>	<u>14</u>	<u>\$11.72</u>
<u>Wildlife Friendly Roadway – Large</u>	<u>90 – 99</u>	<u>3,000 – 4,000</u>	<u>37</u>	<u>\$15.48</u>
<u>Area Flood Light (Discontinued for new</u>	<u>390 – 399</u>	<u>48,000 – 49,000</u>	<u>152</u>	<u>\$17.03</u>

<u>installations)</u>				
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Rental lights will be furnished on sites approved by the city electric department, including installation, maintenance, replacement when necessary, and electrical energy consumed, including a rate schedule as provided by city resolution.

Minimum Bill – Not applicable.

Term of Service – Indefinite.

C. Bulk Power Cost Adjustment (BPCA) – See Bulk Power Cost Adjustment beginning on Sheet No. 18.0.

Installation Locations – Public outdoor lighting may be installed on existing wooden, metal, and concrete poles for incorporated cities and other governmental authorities, or at any other location as per the policies set forth by Beaches Energy Services and as noted in the Outdoor Lighting Service Agreement.

Lighting Substitutions – The city may, at its option, substitute lighting fixtures that meet or exceed the category standards; however, if such substitutions take place the monthly rate will not be changed at that time.

(Continued on Sheet No. 17.2)

Issued by: ~~Roy Trotter~~ Allen Putnam _____ Effective:
~~April~~ January 1, 201325
 Director of ~~Electric Utilities~~ Beaches Energy Services

Major Roadway – Large	200 – 209	26,000 – 27,000	79	\$13.96
Wildlife Friendly – Standard Post Top	30 – 39	900 – 1,000	14	\$11.72
Wildlife Friendly Roadway – Large	90 – 99	3,000 – 4,000	37	\$15.48
Area Flood Light (Discontinued for new installations)	390 – 399	48,000 – 49,000	152	\$17.03

C. Bulk Power Cost Adjustment (BPCA) – See Bulk Power Cost Adjustment beginning on Sheet No. 18.0.

Installation Locations – Public outdoor lighting may be installed on existing wooden, metal, and concrete poles for incorporated cities and other governmental authorities, or at any other location as per the policies set forth by Beaches Energy Services and as noted in the Outdoor Lighting Service Agreement.

Lighting Substitutions – The city may, at its option, substitute lighting fixtures that meet or exceed the category standards; however, if such substitutions take place the monthly rate will not be changed at that time.

Issued by: Allen Putnam
 Director of Beaches Energy Services

Effective: January 1, 2025

Beaches Energy Services
Jacksonville Beach, Florida
City of Jacksonville Beach

~~Second~~Third Revised Sheet No. 23.0
Cancels ~~First~~Second Revised Sheet No. 23.0

CONTRACTS AND AGREEMENTS

Index

Party	Effective Date	Expiration Date
1. Interconnection Agreement Between JEA and the City of Jacksonville Beach	September 20, 1999	Indefinite with right to terminate with six months notice
2. Neptune Beach, City of	January 1, 1981 <u>October 1, 2002</u>	January 1,
1991 <u>October 1, 2012</u> , thereafter <u>with not less than</u>		w/ year <u>-to-</u> year extension and 6 month <u>s'</u> termination clause
3. Telfair Stockton and Co., Inc. (Ponte Vedra Corp.)	July 1947	July 1967, w/continuance
4. <u>Beaches Energy</u> Outdoor <u>be cancelled</u>	<u>January 1, 2025</u>	Three (3)-year a Agreement and may
Lighting Service <u>Agreement</u>	May 18, 1998	<u>by either party</u> thereafter can
be terminated with <u>at least</u> <u>Contract</u>		
<u>_____</u> Thirty (30) <u>calendar</u> days written <u>_____</u>		
<u>_____</u> notice.		

Issued By: ~~Ronnie Malin~~Allen Putnam
1, 2025

Effective: ~~October 1, 2000~~January

~~Acting~~ Director ~~Electric Utilities~~Beaches Energy Services

CONTRACTS AND AGREEMENTS

Index

Party	Effective Date	Expiration Date
1. Interconnection Agreement Between JEA and the City of Jacksonville Beach	September 20, 1999	Indefinite with right to terminate with six months' notice
2. Neptune Beach, City of	October 1, 2002	October 1, 2012, thereafter with not less than year-to-year extension and 6 (six) months' termination clause
3. Telfair Stockton and Co., Inc. (Ponte Vedra Corp.)	July 1947	July 1967, w/continuance
4. Beaches Energy Outdoor Lighting Service Agreement	January 1, 2025	Agreement may be cancelled by either party with at least Thirty (30) calendar days written notice.

Issued By: Allen Putnam
Director Beaches Energy Services

Effective: January 1, 2025

ELECTRIC SERVICE AGREEMENT
Between
CITY OF JACKSONVILLE BEACH, FLORIDA
and
CITY OF NEPTUNE BEACH, FLORIDA

THIS AGREEMENT, made and entered into this 1st day of October, 2002, by and between the City of Jacksonville Beach, a municipal corporation of the State of Florida, and the City of Neptune Beach, a municipal corporation of the State of Florida, pursuant to the resolutions of their respective councils adopted at public meetings held on October 7, 2002 and Sept. 23, 2002, respectively.

WITNESSETH:

That in consideration of the premises and of the mutual undertakings, covenants, promises and agreements of the respective parties hereto as hereinafter provided, and other valuable considerations moving to each of said parties, it is hereby mutually covenanted and agreed by and between the parties hereto, as follows:

SECTION 1. DATE AND TERM: This Agreement shall become effective on October 1, 2002, and shall continue in effect for a period of ten (10) years, and shall thereafter continue in effect on a year to year basis.

During the initial ten (10) years, this Agreement can not be terminated by either party except for failure to comply in a substantial respect with the provisions of this Agreement.

After the expiration of the initial ten (10) years, this Agreement may be terminated at the option of either party by giving written advance notice of not less than six (6) months prior to the end of any calendar year of its intention to terminate this Agreement at the end of said calendar year.

SECTION 2. RIGHT OF THE CITY OF JACKSONVILLE BEACH TO OPERATE ELECTRIC DISTRIBUTION SYSTEM: Subject to the terms and conditions hereinafter set forth, the City of Jacksonville Beach, and its successors and assigns, shall have and exercise the exclusive right, privilege and authority to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City of Neptune Beach and its successors, in accordance with established practice with respect to electrical distribution system construction and maintenance, electric light and power facilities including conduits, poles, wires, cables, transformers and the like, for the purpose of supplying electricity to the City of Neptune Beach, its successors, the inhabitants thereof and persons and corporations within and without the limits thereof, and including the operation and maintenance of watt hour meters, the reading thereof and billing and collection for the electrical service rendered. The facilities shall be so located and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. When any portion of a street is excavated in the location or relocation of electric facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the City of Jacksonville Beach at its expense and in as good condition as it was at the time of such excavation.

SECTION 3. OBLIGATION OF THE CITY OF JACKSONVILLE BEACH TO SUPPLY ELECTRICAL ENERGY: The City of Jacksonville Beach shall, at its sole cost and expense, furnish and maintain an adequate modern electrical distribution system in the City of Neptune Beach, sufficient to meet the requirements of the users of electricity therein, and to maintain reasonably uninterrupted service sufficient to meet such requirements; provided, however, that the City of Jacksonville Beach shall not be liable or responsible for interruption of service or voltage fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, windstorm, lightning, accident, acts of God, or the public enemy, any act by the supplier of bulk electrical energy to the City of Jacksonville Beach or other acts beyond the control of the

City of Jacksonville Beach, but the City of Jacksonville Beach shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the City of Jacksonville Beach to refuse to deliver electrical energy after the cause of the interruption has been removed.

The City of Jacksonville Beach does not guarantee that the supply of electrical energy hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruption shall not constitute a breach of this contract on the part of the City of Jacksonville Beach. With respect to the distribution of electrical energy, the City of Jacksonville Beach shall not discriminate among its customers, including the City of Neptune Beach, and the services rendered hereunder shall be on an equal basis.

SECTION 4. ELECTRICAL ENERGY CONSUMED BY THE CITY OF NEPTUNE BEACH: All electrical energy consumed by facilities owned, leased, or operated by the City of Neptune Beach except unmetered street lights shall be measured by means of watt hour meters and billing for such electrical energy consumption shall be at the current municipal service rate established by ordinances of the City of Jacksonville Beach and charged to facilities of the City of Jacksonville Beach. Jacksonville Beach shall notify Neptune Beach of any change in the municipal rate at least thirty (30) days prior to the effective date of such change.

SECTION 5. STREET LIGHTS: All non-metered street lights now existing or installed in the future in the City of Neptune Beach shall be maintained, repaired, installed or re-installed or replaced by the City of Jacksonville Beach, including lamps, fixtures, arms, ballasts, photoelectric cells, switches, standards and other appurtenances necessary to the normal maintenance and operation of un-metered street lights, during the life of this agreement.

The City of Neptune Beach shall pay to the City of Jacksonville Beach a monthly flat-rate charge per unmetered street light in accordance with the then current published flat-rate street light charge of the City of Jacksonville Beach as now or hereafter in effect

for consumers within the corporate limits of the City of Jacksonville Beach. Such flat-rate monthly charge shall cover all installation and maintenance costs and the cost of electrical energy consumed by said unmetered street lights.

SECTION 6. RATES TO CONSUMERS: The City of Jacksonville Beach shall furnish electrical energy to all consumers within the corporate limits of the City of Neptune Beach in accordance with the published and established schedules of rates and regulations for the purchase of electrical energy, as now or hereafter in effect for consumers, within the corporate limits of the City of Jacksonville Beach. Consumers shall be subject to the rules and regulations of the City of Jacksonville Beach for the purchase of electrical energy, provided, however, that in the event any of such rules and regulations conflict with the terms of this agreement, then and in such event, the terms of this agreement shall control.

SECTION 7. LIABILITY: The City of Neptune Beach shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the City of Jacksonville Beach of its facilities hereunder and the City of Jacksonville Beach agrees to indemnify the City of Neptune Beach and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the City of Neptune Beach by reason of neglect, default or misconduct of the City of Jacksonville Beach in the construction, operation or maintenance of its facility hereunder.

SECTION 8. JOINT POLE USE: The City of Jacksonville Beach shall have the right to enter into such contracts or agreements concerning the joint use of its poles, conduits or other facilities for the erection or furnishing of telephone, telegraph, and cable television service as it may in its discretion desire, so long as it will not unreasonably interfere with the discharge of the obligations of the City of Jacksonville Beach hereunder. Any and all income derived from said joint use of poles, conduits or other facilities shall accrue solely and exclusively to the City of Jacksonville Beach; provided, however, nothing herein shall be construed to either prevent the granting of a franchise for any or all such services by the City of Neptune Beach or the retention of all

income from such franchise; and, provided further, in the absence of the grant of any such franchise, no such use for such services shall be permitted by the City of Jacksonville Beach.

SECTION 9. PAYMENT IN LIEU OF TAXES: The City of Jacksonville Beach, its successors and assigns, shall pay to the City of Neptune Beach and its successors an amount that will equal \$0.00302 per kilowatt hour for all metered electrical energy sold during each calendar year of this agreement to all customers, including the City of Neptune Beach, within the corporate limits of the City of Neptune Beach. The aforementioned payment to the City of Neptune Beach by the City of Jacksonville Beach shall be made monthly on or before the last day of the calendar month immediately following the calendar month during which the sales occurred. Payment to the City of Neptune Beach shall not include the sales from flat-rate charges for street lights whether such revenues be collected from the City of Neptune Beach or the inhabitants thereof and no payment shall be made on sales or revenues collected by the City of Jacksonville Beach for other electric companies, late charges, connection or reconnection charges, electric service installation charges, appliance repair charges, service charges, nor on sales tax collected on behalf of the State of Florida. Such payment shall be accepted by the City of Neptune Beach in lieu of any property, privilege, occupation, franchise, or other tax against the electrical distribution system situated in the City of Neptune Beach or the right or privilege of carrying on and conducting the business of selling and delivering electrical energy as contemplated hereunder. The remittances to the City of Neptune Beach shall be accompanied by a statement showing the amount of gross metered kilowatt hours sold by the City of Jacksonville Beach in the City of Neptune Beach. The City of Jacksonville Beach shall keep proper records of its gross sales and revenues derived from the provisions of electrical service within the corporate limits of the City of Neptune Beach and such records shall be kept open to inspection at all reasonable times by the duly authorized representatives of the City of Neptune Beach. Said authorized representatives are hereby given the right of access to and full authority to inspect, examine, audit, and verify such records relating to the sale of electrical energy within the corporate limits of the City of Neptune Beach.

SECTION 10. FAILURE TO COMPLY: Failure on the part of the City of Jacksonville Beach to comply in any substantial respect with any of the provisions of this agreement, shall be grounds for cancellation of the agreement, but no such cancellation shall take effect if the reasonableness or propriety thereof is protested by the City of Jacksonville Beach, until a court of competent jurisdiction, with right of appeal in either party, shall have found that the City of Jacksonville Beach has failed to comply in a substantial respect with any of the provisions of this agreement, and the City of Jacksonville Beach shall have six (6) months after the final determination of the question, to make good the default before a cancellation shall result, with the right in the City of Neptune Beach at its discretion to grant such additional time to the City of Jacksonville Beach for compliance as necessities in the case require.

SECTION 11. In the event that during the life of this agreement the City of Jacksonville Beach shall negotiate a similar agreement with another municipality, then and in that event the City of Neptune Beach shall have the right and privilege to substitute any section, paragraph or provision of such agreement which may be considered more favorable than that contained herein. Any such substitution shall not be held to change, modify or affect the validity of any other section, paragraph or provision of this franchise.


SECTION 12. RIGHT TO REMOVE: Upon the termination of this agreement upon notice, by forfeiture or otherwise, every right and privilege of the City of Jacksonville Beach to have, operate or maintain; or to furnish or distribute electrical energy in the City of Neptune Beach shall cease and desist, and the City of Jacksonville Beach shall have a period of twelve (12) months from the date of such termination within which to remove its equipment and property from the City of Neptune Beach; and the City of Neptune Beach hereby disclaims any right, title, claim, interest or estate in, of and to the physical equipment and properties constituting the electrical distributions system as now located in the City of Neptune Beach or as may be extended or replaced under the provisions of this agreement.

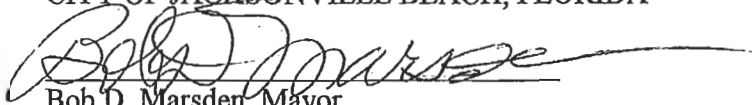
SECTION 13. SUPERSEDURE: This agreement supersedes, as of the effective date hereof, all previous contracts or representations, whether written or verbal, heretofore in effect by the City of Jacksonville Beach and the City of Neptune Beach with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning such matters.

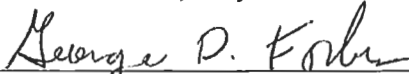
IN WITNESS WHEREOF the City of Jacksonville Beach and the City of Neptune Beach have each caused these presents to be duly executed in their respective names, by their respective officers thereunto duly authorized, and their respective seals to be hereto affixed, the day and the year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH, FLORIDA

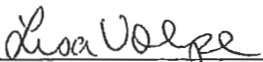

Heidi Reagan, City Clerk ASST.
Judy L. Bullock

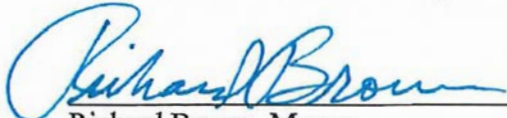

Bob D. Marsden, Mayor


George D. Forbes, City Manager

ATTEST:

CITY OF NEPTUNE BEACH, FLORIDA


Lisa Volpe, City Clerk


Richard Brown, Mayor

BEACHES ENERGY SERVICES OUTDOOR LIGHTING SERVICE AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 20____, between _____, hereinafter referred to as the **Customer**, and Beaches Energy Services, hereinafter referred to as the **Seller**, shall be for the provision of outdoor lighting service to the Customer by the Seller under the following conditions:

1. Scope of Services

The Seller will provide, install, operate, and maintain outdoor lighting systems, which include the light fixture(s), bracket(s), and photocontrol(s), using existing poles where possible. The lighting will be connected to ensure that its power usage is separate from the Customer's electric meter. If needed, the Seller will install new poles to support the lighting system. Please refer to **Appendix A** for a map of the lights covered under this agreement.

2. Seller and Customer Responsibilities

The lighting equipment shall remain the property of the Seller. Customer shall protect the lighting equipment from damage. If a light requires maintenance, the Customer shall permit authorized representatives of the Seller to access the Customer's premises as needed. The Customer agrees to have trees and other forms of vegetation trimmed or removed as necessary for the purpose of maintaining the lighting equipment and/or for illumination. Seller shall not be responsible for aesthetics of the equipment. However, if Customer wishes to paint equipment, it shall request permission from Seller to do so prior to work commencing.

3. Indemnification

Customer agrees to defend, at its own expense, and indemnify the Seller for any and all claims, losses, and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance, or removal of the equipment.

4. Payment Terms

The Customer agrees to make an upfront payment of \$_____ for the installation and setup of the outdoor lighting system, as outlined in **Appendix B**. This payment will cover all necessary equipment, labor, and any additional costs required to complete the work. The Seller will not proceed with the installation until full payment is received. Ongoing service and maintenance costs will be billed monthly, as specified in this agreement.

5. Monthly Service Charges

During the term of this Agreement, the Customer shall pay the Seller monthly for (1) the lighting service charge(s) per unit, and (2) the Bulk Power Cost Adjustment for the kilowatt hour consumption per unit. Both of these rates may be adjusted by resolution from time to time. Upon request, Seller shall provide Customer with a copy of the current approved resolution.

6. Lighting Substitute

The equipment shall be repaired or replaced with the closest available light and/or pole and associated rate(s) should parts or equipment become unavailable.

7. Termination of Agreement

This agreement may be cancelled by either party withat least thirty (30) calendar days written notice.

CUSTOMER

BEACHES ENERGY SERVICES

Accepted: _____
(Signature)

Accepted: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

(Witness)

(Witness)

(Print Witness Name)

(Print Witness Name)

Customer's Mailing Address:

Location of Lighting Equipment:

Appendix A.

Map of lights covered under this agreement and scope of work to be completed.

Appendix B: Payment Terms

1. Date Cost Provided:

2. Upfront Payment Calculation

3. Monthly Service Charge Calculation

4. Summary of Charges

<u>Description</u>	<u>Amount</u>
<u>Total Upfront Costs</u>	<u>\$</u>
<u>Total Calculated Monthly Service Charge</u>	<u>\$</u>

5. Notes
 - All charges are subject to adjustment as outlined in this agreement.
 - Prices are valid for 90 days from the date provided above.
 - The Seller will provide the Customer with a copy of the current rates Resolution upon request.

RESOLUTION NO. 2174-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A SCHEDULE FOR RATES, SIZES, AND STYLES FOR OUTDOOR LIGHTING SERVICES PROVIDED BY BEACHES ENERGY SERVICES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City provides outdoor lighting services, previously known as private rental lights and public streetlights, within the Beaches Energy Services service territory; and

WHEREAS, the public lighting industry is moving toward LED technology, which promotes energy conservation, reduces environmental impact, lowers maintenance costs, and eliminates the use of hazardous materials; and

WHEREAS, the rate structure adopted in Resolution No. 1728-2005 allowed customers to spread the capital costs over the first three years under the "First Three Years" rate, but with the transition to LED lighting and the introduction of ten (10)-year warranties, the City seeks to change to pre-pay model to better align the rate structure with the long-term benefits of these new technologies; and

WHEREAS, Chapter 32 of the Code of Ordinances of the City, authorizes the City Council to adopt by resolution rates, charges, and fees for the City's utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Schedule of Rates and Fees. The following schedule of rates and fees to be imposed, assessed, and collected by the City for outdoor lighting services furnished by the city to its customers, including the initial installation charges, is hereby adopted and established:

A. Installation Fee. The installation fee shall be the cost to install the outdoor service light. The cost shall be the sum of the labor, materials, and equipment required to complete the detailed scope of work provided in the Outdoor Lighting Service Agreement (**Attachment B**) between the customer and City. Customers will be provided a calculation of cost before executing the Agreement and that cost shall be valid for 90 days.

- i. Labor – calculated as the prevailing labor rates for the required crew and time needed to complete the scope of work.
- ii. Materials – calculated as inventory value or purchase price as of the scope of work estimate date.

- iii. Equipment – calculated as the equipment rate for the required equipment and time needed to complete the scope of work.

B. Monthly Rate Schedule. The following schedule of rates and charges to be imposed, assessed and collected by the City per light per month:

Outdoor Light Description	Approximate Wattage Range (watts)	Approximate Lumen Range	Established Monthly Kilowatt Hour Consumption	Monthly Service Charge (\$)
Standard Post Top	50 - 59	5,000 – 6,000	21	\$10.58
Historical Post Top	30 - 39	5,000 – 6,000	14	\$23.44
Architectural Post Top	40 - 49	4,000 – 5,000	17	\$37.26
Urban Roadway – Small	60 - 69	6,000 – 7,000	25	\$7.40
Urban Roadway – Medium	140 - 149	16,000 – 17,000	55	\$11.99
Major Roadway – Medium	130 - 139	17,000 – 18,000	52	\$11.99
Major Roadway – Large	200 - 209	26,000 – 27,000	79	\$13.96
Wildlife Friendly - Standard Post Top	30 - 39	900 - 1,000	14	\$11.72
Wildlife Friendly Roadway – Large	90 - 99	3,000 - 4,000	37	\$15.48
Area Flood Light (discontinued)	390 - 399	48,000 - 49,000	152	\$17.03

C. Bulk Power Cost Adjustment. The energy charge in any billing month hereunder shall be increased or decreased by an amount per kilowatt hour as may be necessary to accommodate the increased or decreased cost of bulk power electricity purchased by the City.

SECTION 3. Installation Locations. Public outdoor lighting may be installed on existing wooden, metal, and concrete poles for incorporated cities and other governmental authorities or at any other location as per the policies set forth by Beaches Energy Services and as noted in the Outdoor Lighting Service Agreement (**Attachment B**).

SECTION 4. Lighting Substitutions. The City may at its option substitute lighting fixtures that meet or exceed the category standards; however, if such substitutions take place the monthly rate will not be changed at that time. Lights installed prior to this resolution will be reclassified to the newly established categories as per the table in **Attachment A**.

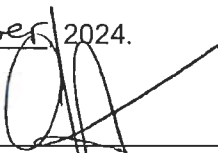
SECTION 5. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict. Resolution No. 1728-2005 is hereby repealed in its entirety and replaced with this restated resolution.

SECTION 6. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to

invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. Effective Date. This resolution shall become effective January 1, 2025.

AUTHENTICATED this 21st day of October, 2024.




Christine N. Hoffman, Mayor



Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:



David Migut, City Attorney

Attachment A

RECLASSIFICATION TABLE

NEW DESCRIPTION RATE CLASS <i>(Rate Resolution No. 2174-2024)</i>	PREVIOUS DESCRIPTION(S) RATE CLASS <i>(Rate Resolution No. 1728-2005)</i>
Standard Post Top	Colonial 100 watt high pressure sodium luminaire Park-Pak 100 watt high pressure sodium luminaire
Historical Post Top	GranVille 70 watt metal halide luminaire GranVille 100 watt high pressure sodium luminaire
Architectural Post Top	None – New Offering
Urban Roadway – Small	Cobra 70 watt high pressure sodium luminaire NEMA 100 watt high pressure sodium luminaire NEMA 175 watt mercury vapor luminaire
Urban Roadway - Medium	Mongoose 250 watt metal halide luminaire
Major Roadway – Medium	Cobra 250 watt high pressure sodium luminaire
Major Roadway - Large	Cobra 400 watt high pressure sodium luminaire Cobra 700 watt high pressure sodium luminaire
Wildlife Friendly Standard Post Top	None – New Offering
Wildlife Friendly Roadway - Large	None – New Offering
Area Flood Light (discontinued)	Flood 1,000 watt metal halide

Attachment B
OUTDOOR LIGHTING SERVICE AGREEMENT