# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# **AGENDA ITEM SUMMARY**

Meeting Date:	November 5, 2024	[X]	Consent Workshop		Regular Public Hearing
Department:	Office of Community Revital	izati	on		
Submitted For:	Office of Community Revital	izati	on		
Submitted By:	Office of Community Revital	izati	on =======	.===:	

# I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** two (2) fully executed lighting agreements with Florida Power & Light (FPL) for two (2) Countywide Community Revitalization Team (CCRT) areas (Haverhill East and Elmwood Estates-Roan Lane Area) within unincorporated Palm Beach County.

**Summary:** In accordance with Countywide PPM CW-0-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The agreements were executed by the OCR Division Director on September 16, 2024, per Resolution R2024-1016. FP&L agreements are based on the type of street lighting fixture and/or pole being installed or removed. Lighting Agreements are utilized for the installation and/or removal of LED street lights and poles submitted to FP&L after December 31, 2021. Districts 1 & 2(RS)

Background and Justification: On August 25, 2020, the Board of County Commissioners (BCC) adopted Resolution R2020-0990 delegating authority to the County Administrator or designee to enter into street light agreements on behalf of the BCC. The County Administrator designated authority to the OCR Division Director on November 7, 2022.

Attachments:  1. Table of two FPL Agree	ments and the Agreements	
Recommended by:	Division Director	, /0/7/2024 Date
Approved By:	Deputy County Administrator	1012724 Date

# II. <u>FISCAL IMPACT ANALYSIS</u>

#### Five-Year Summary of Fiscal Impact: A.

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
#ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
n-Kind Match (County)	-0-	-0-	-0-	-0-	
NET FISCAL IMPACT -00-				-0-	-0-
#ADDITIONAL FTE -00-				-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-
Is the Item Included in the Does this item include the Is this item using State Fundset Account No:  Fund Dept.	ne use of fede	•	Ye	sNo <u>X</u> sNo <u>X</u> sNo <u>X</u>	
B. Recommended Source	es of Funds/	Summary of	Fiscal Impac	t: This item h	as no fiscal
impact. Receive and Fil					
C. Department Fiscal Rev	riew: <u></u>	ahone			
	III. <u>RI</u>	EVIEW COMI	<u>/IENTS</u>		
A. OFMB Fiscal and/or Co	ontract Deve	lopment and	Control/Con	nments;	
June Man	to 10/8	1017	Contract De	Velopment and	6 10/17/2 d Control 4
B. Legal Sufficiency:				, ,	
Assistant	County Attorn	10/22/2024			

Assistant County Attorney

C. Other Department Review:

Department Division Director

# **ATTACHMENT 1**

# **Table of Executed Agreements**

	Location	Agreement	. Date
1	Haverhill East CCRT Area	Lighting (fka LED Lighting)	September 16, 2024
2	Elmwood Estates-Roan Lane Area (Sunrise Drive)	Lighting (fka LED Lighting)	September 16, 2024



FPI	Account	Number:	04083.4	7423
12 1		MULINGI.	UTVOOT	// <del>Ч</del> &З

FPL	. Work	Request	Number:	 
, , ,	. HIVIN	roquest	Linner.	 

## **LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, Palm Beach County OCR (hereinafter called the Customer), requests on this 16th day of September, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Haverhill East, located in West Palm Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
AEL ATB2	120	16,054	3000K	20	
THE STATE OF THE S					
			***************************************		
					***************************************
				ļ	
			- masses -		11
				<del> </del>	
	<del> </del>				
	<u> </u>				
	· · · · · · · · · · · · · · · · · · ·				

<sup>(1)</sup> Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.som/led

Pole Description	# Installed	# Removed
Standard Concrete Arm Mount 35' (27' 6")	20	
	,	
		***************************************
A STATE OF THE STA		

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures as specified in Fixture Description. CIAC to be paid in the amount of \$2,932.59. 6' Bracket to be used at all locations. Customer responsible for any restoration required.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

#### THE CUSTOMER AGREES:

- To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$12.69
   These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$2,932.59 prior to FPL's initiating the requested installation or modification.
- 4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.
- 5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.
- 8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
- 9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
- 10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

## IT IS MUTUALLY AGREED THAT:

- 11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities:
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
  - Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
- 13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

- 14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.
- 16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
- 21. The lighting facilities shall remain the property of FPL in perpetuity.
- 22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF,** the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County OCR	FLORIDA POWER & LIGHT COMPANY
Customer (Fulnt or type name of Organization)  By:    Market   Property   Pro	By: Alex Acosta
Signature (Authorized Representative)	(Signature)
Houston L. Tate	Alex Acosta
(Print or type name)	(Print or type name)
Title: OCR Division Director	Title: FPL LED Lighting Solutions Manager



To: WHOM IT MAY CONCERN

Date: January 7, 2022

Re: FLORIDA POWER & LIGHT COMPANY

**AUTHORIZATION TO SIGN STREET LIGHTING AGREEMENTS AND** 

**RELATED DOCUMENTS** 

I, W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, do verify that the following listed individual:

ALEXANDER ACOSTA, SALES MANAGER
ROBERT HORSWOOD, DIRECTOR LED LIGHTING SOLUTIONS
MELISSA ROETTGER, SENIOR CUSTOMER ADVISOR
ALAIN URBANO, LEADER OF STREETLIGHT BILLING & SURVEY

is authorized to represent, sign for, and act on behalf of Florida Power & Light Company in matters relating to street lighting agreements and all related matters in accordance with the Florida Power & Light Company electric tariff on file at the Florida Public Service Commission.

W. Scott Seeley

Vice President, Compliance &

Corporate Secretary

STATE OF FLORIDA

) S

**COUNTY OF PALM BEACH** 

The foregoing instrument was acknowledged before me on January 7, 2022, by W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, a Florida corporation. He is personally known to me and did not take an oath.

Notary Public State of Florida

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

# NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

(CONTRACTOR) and attest that CONTRACT defined in section 787.06, Florida Statutes.	TOR does not use coercion for labor or services as
	and affirm that the above stated facts are true
and correct.	Alexander David Acosta
(signature of officer or representative)	(printed name of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by means this, 30 day of August	of D physical presence or O online notarization  2024, by Alexander D. Hoosta.
Personally known  OR produced identification	tion 🖾.
Type of identification producedF_	DC.
Merch	
NOTARY PUBLIC  My Commission Expires: September 10,  State of Florida at large	2024





FPL Account Number: 34826-44287	FPL	Account	Number:	34826-	44287
---------------------------------	-----	---------	---------	--------	-------

FPL	. Work Red	uest Numb	er:
PP1	. Work Red	Juest Numb	er:

## **LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, <u>Palm Beach County OCR</u> (hereinafter called the Customer), requests on this <u>16th</u> day of <u>September</u>, <u>2024</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) <u>Sunrise Dr.</u>, located in <u>West Palm Beach</u>, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway	93	12,000	4000K	10	
			78.00.		
					**************************************
	*				
					T
			M-4517-2-2-2-		
		and the second s			
		of the state of th			
		an control of the con			
			· · · · · · · · · · · · · · · · · · ·		

<sup>(1)</sup> Catalog of available fixtures and the assigned billing fier for each can be viewed at www.fpl.com/led

# Installed	# Removed
10	
	- PAPELLA III II
	Installed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures and poles as specified in this agreement's Fixture and Pole Description. CIAC to be paid in the amount of \$8,879.66. 6' Bracket to be used at all locations. Customer responsible for any restoration required.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### **FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

#### THE CUSTOMERAGREES:

- To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$123.68
   These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$8,879.66 prior to FPL's initiating the requested installation or modification.
- To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.
- 5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
- 6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.
- To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
- 9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
- 10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

#### IT IS MUTUALLY AGREED THAT:

- 11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities:
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
  - Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
- 13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

- 14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.
- 16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
- 21. The lighting facilities shall remain the property of FPL in perpetuity.
- 22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County ØCR  Customer Runt or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By: Anoton Jab	By: Alex Acosta
Signature (Authorized Representative)	(Signature)
Houston L. Tate	Alex Acosta
(Print or type name)	(Print or type name)
Titte: OCR Division Director	Title: FPL LED Lighting Solutions Manager



To: WHOM IT MAY CONCERN

Date: January 7, 2022

Re: FLORIDA POWER & LIGHT COMPANY

<u>AUTHORIZATION TO SIGN STREET LIGHTING AGREEMENTS AND</u>

**RELATED DOCUMENTS** 

I, W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, do verify that the following listed individual:

ALEXANDER ACOSTA, SALES MANAGER
ROBERT HORSWOOD, DIRECTOR LED LIGHTING SOLUTIONS
MELISSA ROETTGER, SENIOR CUSTOMER ADVISOR
ALAIN URBANO, LEADER OF STREETLIGHT BILLING & SURVEY

is authorized to represent, sign for, and act on behalf of Florida Power & Light Company in matters relating to street lighting agreements and all related matters in accordance with the Florida Power & Light Company electric tariff on file at the Florida Public Service Commission.

W. Scott Seeley

Vice President, Compliance &

Corporate Secretary

STATE OF FLORIDA

SS

**COUNTY OF PALM BEACH** 

The foregoing instrument was acknowledged before me on January 7, 2022, by W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, a Florida corporation. He is personally known to me and did not take an oath.

Notary Public State of Florida

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

# NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Florida Power & Light Company					
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as					
defined in section 787.06, Florida Statutes.					
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true					
and correct.	Alexander David Acosta				
(signature of officer or representative)	(printed name of officer or representative)				
State of Florida, County of Palm Beach					
Sworn to and subscribed before me by means of D physical presence or online notarization this, 30 day of August 2024, by Alexander D. Heast.					
this, 30 day of August 20	724 , by Alexandor D. Heosta.				
Personally known □ OR produced identification ☑.					
Type of identification produced					
Merch					
NOTARY PUBLIC					
My Commission Expires: September 10,202 State of Florida at large	4				
State of Florida at large					

