

ORDINANCE NO. \_\_\_\_\_

PROPOSED ORDINANCE NO. 18-046

**AN ORDINANCE RELATING TO THE ELECTRIC UTILITY; PROVIDING FOR AVAILABILITY OF SERVICE AND CONDITIONS THEREOF; ESTABLISHING RATE CLASSIFICATIONS; ESTABLISHING RATES FOR ELECTRIC SERVICE BY THE CITY OF LAKELAND; ESTABLISHING A SURCHARGE FOR CUSTOMERS RECEIVING SERVICE OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LAKELAND; ESTABLISHING GENERAL PROVISIONS; ESTABLISHING A METHODOLOGY TO IMPOSE A FUEL CHARGE; PROVIDING RATES AND GENERAL PROVISIONS FOR PRIVATE AREA LIGHTING; PROVIDING FOR AN ENVIRONMENTAL COMPLIANCE COST CHARGE; PROVIDING GENERAL PROVISIONS OF MEDICALLY ESSENTIAL SERVICE FOR RESIDENTIAL CUSTOMERS; ESTABLISHING A DEMAND CHARGE FOR EXISTING CUSTOMERS WITH SOLAR SYSTEMS AFTER JANUARY 1, 2025; CREATING AN ECONOMIC DEVELOPMENT RIDER FOR QUALIFIED CUSTOMERS; PROVIDING RATES FOR MISCELLANEOUS FEES AND CHARGES; REPEALING ORDINANCES 5489 and 5537; PROVIDING DEFINITIONS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lakeland, through Lakeland Electric, has the authority to provide electric service within and beyond the corporate limit as provided in the Lakeland City Charter; and

**WHEREAS**, as a reasonable and necessary exercise of that authority, the City Commission of the City of Lakeland, Florida shall establish rates and rate classifications that are necessary to maintain and operate a financially viable electric utility system; and

**WHEREAS**, the City of Lakeland has conducted a rate study to determine the revenue requirements of Lakeland Electric and has determined rates to provide those

revenue requirements all for the purpose of operating a financially viable electric utility system; and

**WHEREAS**, The City Commission of the City of Lakeland finds it desirable to establish new rates for electric service which are in the best interests of the City of Lakeland and customers of Lakeland Electric; to otherwise comply with the Public Utility Regulatory Policies Act; to promote the conservation of energy and generating capacity; and to comply with the requirements of bond ordinances of the City of Lakeland; and

**WHEREAS**, the City of Lakeland finds that the rates as provided herein are reasonable and non-discriminatory and otherwise in the best interest of the citizens of the City of Lakeland and the rate payers of Lakeland Electric.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The following are applicable to all classes of electric service:

A. Availability. The various classes of electric service described herein shall be available in all territory served by the Department of Electric Utilities, a.k.a. ("Lakeland Electric"), of the City of Lakeland, otherwise known as the electric service area, except as limited herein, and the City of Lakeland will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for complete or partial failure or interruption of service,

or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents.

B. Utility Tax and Surcharge. The rates established by this Ordinance are subject to a 10.0% utility tax for electric service provided within the City, as set forth in Chapter 94 of the City of Lakeland Code, and a 10.0% surcharge for electric service provided outside the corporate limits of the City, which surcharge is hereby imposed. The base rate on which the utility tax or surcharge applies includes a portion of Lakeland Electric's fuel charge in effect on October 1, 1973. The utility tax and surcharge do not apply to the fuel charge over the amount in effect on October 1, 1973.

C. The Fuel charge is as in Schedule BA-1 of Section 15.

D. Tax and Surcharge Adjustments as in Schedule BA-2 of Section 16.

E. Net bills are due when rendered and are delinquent thirty (30) days after the billing date.

F. Service hereunder is subject to such rules and regulations for electric service adopted by Lakeland Electric from time to time and on file with the City Clerk, as are consistent with and further the provisions of this Ordinance and are in the best interests of the efficient and prudent operation of the electric utility.

G. Except for residential charges, all charges for electric service are subject to the state sales tax levied per Chapter 212, Florida Statutes.

H. Except as exempted by Chapter 166, Florida Statutes, all charges for electric service provided outside incorporated areas are subject to Polk County's Public Service Tax in accordance with provisions in Schedule BA-2 of Section 16.

I. As used in this Ordinance:

- (a) "Hertz" means cycles/second.
- (b) "kW" means kilowatt.
- (c) "kWh" means kilowatt hour.
- (d) "A-C" means alternating current.
- (e) "Lakeland Electric" means the City of Lakeland's Electric Utilities Department.

J. The Environmental Compliance Cost Charge as is in Schedule BA-3 of Section 17.

K. The Smart Grid Project Implementation charge as is in Schedule BA-5 of Section ~~24~~25.

L. All service hereunder will be supplied at one location through one point of delivery and measured through a single meter.

**SECTION 3. RATE SCHEDULE RS - RESIDENTIAL SERVICE**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To all service provided to single family homes, mobile homes, ~~or~~ apartments, condominiums, or cooperative apartment buildings where such energy usage is exclusively for residential purposes. ~~Also, for energy used to service commonly-owned facilities in condominium and cooperative apartment buildings~~ subject to the following requirements.

1. 100% of the energy used is exclusively for the Customer's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.

3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom a bill can be rendered.
5. Beginning January 1, 2016 new solar electric systems interconnected with Lakeland Electric shall take service under Rate Schedule RSD. Existing customers as of this date may maintain service under this rate schedule through December 31, 2025.

C. Character of Service: A-C; 60 Hertz; single phase 3 wire; 120/240 volts or 120/208 volts.

D. Limitation of Service: Standby service or resale not permitted under this rate schedule.

E. Net Rate per month:

Customer Charge: ~~\_\_\_\_\_ \$ 9.50~~ \$ 11.00

Energy Charge: 5.085¢ per kWh up to 1,000 kWh

~~5.646¢~~ 805¢ per kWh from 1,001 to

1,500 kWh

~~6.207¢~~ 415¢ per kWh all above 1,500

kWh

F. Minimum Bill: Customer Charge, plus Adjustments.

G. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

**SECTION 4. RATE SCHEDULE RSX-1 - RESIDENTIAL SERVICE - OPTIONAL TIME OF DAY**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To all electric service provided to single family homes, mobile homes, ~~or apartments,~~ condominiums or cooperative apartment buildings where such energy usage is exclusively for residential purposes. ~~Also, for energy used to service commonly — owned facilities in condominium and cooperative apartment buildings~~ sssubject to the following requirements:

1. 100% of the energy used is exclusively for the Customer's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom a bill can be rendered.
5. After January 1, 2016 service is no longer available for a Customer with a solar electric system interconnected with Lakeland Electric.  
Service shall be moved to Rate Schedule RSD.

C. Character of Service: A-C; 60 Hertz; single phase 3 wire; 120/240 volts or 120/208 volts.

D. Limitation of Service: Resale not permitted under this rate schedule.

E. Net Rate Per Month:

Customer Charge: \$ 9.5011.00

Energy Charge:

On-Peak ~~12.893921~~ 12.921¢ per kWh  
Mid-Peak 7.736¢ per kWh

Off-Peak ~~2.334~~ 1.460¢ per kWh

F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	<u>SUMMER</u>	<u>WINTER</u>
On-Peak Hours	April 1 - Oct. 31	Nov. 1 - March 31
(Monday-Friday)	<del>2</del> <u>12</u> :01 PM - <del>8</del> <u>9</u> :00 PM	6:01 AM - 10:00 AM
		<u>and</u>
		<u>Mid-Peak</u>
Hours	<del>12</del> <u>6</u> :01 PM - <del>2</del> <u>10</u> :00 PM	<del>10:01 AM - 12 Noon</del>
		<del>8:01 PM - 10:00 PM</del> <u>8:01 PM - 10:00 PM</u>

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer Charge, plus Adjustments.

I. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

J. Terms and Conditions: Customers who elect to take service hereunder and subsequently terminate service shall be prohibited from returning to service hereunder for twelve (12) months unless approved by Lakeland Electric.

**SECTION 5. RATE SCHEDULE RSD – RESIDENTIAL SERVICE DEMAND**

A. Available: In all territory served by the Electric Department.

B. Applicable: To all electric service provided to single family homes, mobile homes, ~~or~~ apartments, condominiums or cooperative apartment buildings where such energy usage is exclusively for residential purposes. ~~Also, for energy used to service commonly owned facilities in condominium and cooperative apartment buildings~~ subject to the following requirements.

1. Residential customer with solar electric systems interconnected with Lakeland Electric shall take service under this rate schedule either a) beginning January 1, 2016 for new customers and existing customers under Rate Schedule RSX-1 or b) January 1, 2026 for existing customers on Rate Schedule RS. Otherwise, service hereunder is available at the customer's option.
2. ~~100% of the energy used is exclusively for the Customer's benefit~~ Residential customer with solar electric systems interconnected with Lakeland Electric shall receive a Value of Solar Credit discounted demand charge Value of Solar Credit beginning October 1, 2018.
3. 100% of the energy used is exclusively for the Customer's benefit.  
None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
4. Each point of delivery will be separately metered and billed.



5. A responsible legal entity is established as the Customer to whom a bill can be rendered.

C. Character of Service: A-C; 60 Hertz; single phase 3 wire, 120/240 volts or 120/208 volts.

D. Limitation of Service: Standby service or resale not permitted under this rate schedule.

E. Net Rate Per Month:

Customer Charge: ~~\$9.50~~ 11.00

~~Energy Charge: 2.427¢ per kWh~~

Demand Charge: ~~\$ 5.60~~ 6.00 per kW of Billing Demand

~~Energy Charge: 2.232¢ 427¢ per kWh~~

~~Value of Solar Credit: \$ (0.73)~~ Value of Solar Credit: ~~—~~ \$ (0.73)

~~per kW of Billing Demand~~ ~~Solar Discounted Demand Charge~~ ~~\$5.27~~

~~per kW of Billing Demand~~

F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	<u>SUMMER</u>	<u>WINTER</u>
On-Peak Hours	April 1 - Oct. 31	Nov. 1 - March 31
(Monday-Friday)	<del>2:01 PM - 8:00 PM</del> <u>12:01 PM - 8:00 PM</u>	6:01 AM - 10:00 AM
		<u>and</u>
		<u>6:01 PM – 10:00 PM</u>

Off-Peak Hours: All other weekday hours, and all; hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

G. Minimum Bill: Customer charge, plus Adjustments.

H. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

I. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt on-peak demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to service the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment

connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

**SECTION 6. RATE SCHEDULE GS - GENERAL SERVICE AND CONSTRUCTION POWER**

A. Available: In all territory served by Lakeland Electric.

B. Applicable:

1. To any general service customer whose metered demand does not exceed 49 kW for more than two (2) out of the twelve (12) most recent monthly billing periods, including the current billing period; or
2. For Temporary Construction Power.
3. After January 1, 2016 new solar electric systems interconnected with Lakeland Electric shall take service under Rate Schedule GSBD. Existing customers as of this date may maintain service under this rate schedule through December 31, 2025.

C. Character of Service: A-C; 60 Hertz; single or three phase; 120/240 volts, 120/208 volts, or any other voltages offered by Lakeland Electric, subject to availability.

D. Limitation of Service: Not available for breakdown, standby, supplementary, or resale service.

E. Connect and Disconnect Charge: The connect and disconnect charge for Temporary Construction Power shall be One Hundred Twenty-Five Dollars (\$125.00) per ~~pole~~ location payable with deposit at the time of application.

F. Net Rate Per Month:

Customer Charge: \$~~12~~ 13.00

Energy Charge: ~~4.974¢~~ 5.001¢ per kWh

G. Minimum Bill: Customer charge, plus Adjustments.

H. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, ~~Section~~ Section 2H, Section 2J, and Section 2K above.

I. Terms and Conditions: Where the use of energy is for irrigation purposes, the customer agrees to accept the conditions of this Schedule for a period of not less than twelve (12) consecutive months.

J. Determination of Billing Demand: Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

K. Sports or Athletic Fields: Sports or athletic fields which are operated by governmental or non-profit organizations and which have measured demands of 50 kW or more (connected loads of 50 kW or more if connected load is used in lieu of demand measurement) may elect to be served under this provision of Rate Schedule GS, and billed at the following charges instead of the otherwise applicable Rate Schedule GSD or GSLD charges:

1. Net Rate Per Month:

Customer Charge: \$ ~~4213~~.00

Energy Charge: ~~5.674~~ 5.958¢ per kWh.

2. Minimum Bill: Customer Charge, plus Adjustments.

3. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section ~~2J~~ 2K above.

4. Limitations: This provision is applicable only to non-profit organizations and to governmental agencies operating sports or athletic fields utilizing high efficiency lighting methods approved by Lakeland Electric.

Any replacement or change in lights after the effective date of this ordinance shall be to high efficiency lights pursuant to a plan approved by Lakeland Electric.

**SECTION 7. RATE SCHEDULE GSX-1 - GENERAL SERVICE - OPTIONAL TIME-OF-DAY**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any general service customer whose metered demand does not exceed 49 kW for more than two (2) out of the twelve (12) most recent monthly

billing periods, including the current billing period. After January 1, 2016 service is no longer available for a general service customer with a solar electric system interconnected with Lakeland Electric. Service shall be moved to Rate Schedule GSBD.

C. Character of Service: A-C; 60 Hertz; single or three phase; 120/240 volts or 120/208 volts or any other voltages offered by Lakeland Electric subject to availability.

D. Limitation of Service: Resale not permitted under this rate schedule.

E. Net Rate Per Month:

Customer Charge: ~~\$12~~ \$ 13.00

Energy Charge:

On-Peak ~~12.435~~ 12.436¢ per kWh

~~Mid-Peak 7.461¢ per KWH~~

Off-Peak ~~2.260¢~~ 1.541¢ per kWh

F. Definitions of the Time-of-Day Periods: All time periods stated in prevailing time.

SUMMER

WINTER

On-Peak Hours April 1 - Oct. 31

Nov. 1 - March 31

(Monday-Friday) ~~2~~ 12:01 PM - ~~89~~ 00:00 PM

6:01 AM – 10:00

~~Mid-Peak Hours 12:01 PM – 2:00 PM~~

~~10:01 AM – 12 Noon~~

and \_\_\_\_\_

\_\_\_\_\_ and

~~8:01 PM – 10:00 PM~~ 86:01 PM – 10:00 PM

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer Charge, plus adjustments.

I. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J and Section 2K above.

J. Determination of Billing Demand: Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

K. Terms and Conditions: Customers who elect to take service hereunder and subsequently terminate service shall be prohibited from returning to service hereunder for twelve (12) months unless approved by Lakeland Electric.

**SECTION 8. RATE SCHEDULE GSD - GENERAL SERVICE DEMAND**

A. Available: In all territory served by the Electric Department.

B. Applicable:

1. To any general service customer whose highest measured 30-minute interval demand has equaled or exceeded 50 kW, for three or more months and has been less than 500 kW for ten (10) or more months of the twelve (12) most recent monthly billing periods, including the current billing period; or
2. For Temporary Construction Power where the measured demand or connected load equals or exceeds 50 kW.

C. Character of Service: A-C; 60 Hertz; single or three phase, at any standard utility voltage level offered by Lakeland Electric.

D. Limitation of Service: Not available for breakdown, standby, supplementary, or resale service.

E. Connect and Disconnect Charge: The connect and disconnect charge for Temporary Construction Power shall be based on any special facilities that the utility has to furnish and install.

F. Net Rate Per Month:

Customer Charge: ~~\$ 35~~ \$ 42.00

Demand Charge: \$ ~~8.00~~ 8.38 per kW of billing demand



Energy Charge: ~~1.911~~ 1.924¢ per kWh

G. Minimum Bill: Customer Charge, Facilities Charge, plus Adjustments.

H. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

I. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

J. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer

supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on demand charge and a 4.8% discount on energy, plus taxable fuel as specified in Schedule BA-2, plus the ~~environmental~~ Environmental compliance-Compliance Cost Ccharge as specified in Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

K. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, and Lakeland Electric has elected to meter the service at primary voltage there will be a \$0.26 discount on the demand charge and a 1.0% discount applied to the energy charge, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Compliance Cost charge-Charge as specified in Schedule BA-3. No new secondary service will be constructed with metering at the primary voltage.

L. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities installed for the exclusive use of the customer.

M. Terms and Conditions: Where the use of energy is for irrigation purposes, the customer agrees to accept the conditions of this Schedule for a period of not less than twelve (12) consecutive months.

**SECTION 9. RATE SCHEDULE GSX-2 - GENERAL SERVICE DEMAND - OPTIONAL TIME-OF-DAY**

A. Available: In all territory served Lakeland Electric.

B. Applicable: To any general service customer whose highest measured 30-minute interval demand has equaled or exceeded 50 kW, for three or more months and has been less than 500 kW for ten or more months of the twelve (12) most recent monthly billing periods, including the current billing period.

C. Character of Service: A-C; 60 Hertz; single or three phase at any standard utility voltage level offered by Lakeland Electric.

D. Limitation of Service: Resale not permitted under this rate schedule.

1. General Service Customers with interconnected solar electric systems shall take service under Rate Schedule GSD.

E. Net Rate Per Month:

Customer Charge: ~~———— \$35:~~ \$ 42.00

Demand Charge: ~~———— \$ -8.00~~ 8.38 per kW of billing demand

Energy Charge:

On-Peak	<del>-4.7784.548¢</del>	per kWh
Off-Peak	<del>0.4060.536¢</del>	per kWh

~~F.~~ F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	<u>SUMMER</u>	<u>WINTER</u>
<u>On-Peak Hours</u>	<u>April 1 - Oct. 31</u>	<u>Nov. 1 - March 31</u>
<u>(Monday-Friday)</u>	<u>12:01 PM - 9:00 PM</u>	<u>6:01 AM – 10:00 AM</u>

and

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6:01 PM – 10:00 PM

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~~**SUMMER**~~                      ~~**WINTER**~~

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~~**On-Peak Hours**~~    ~~**April 1 - Oct. 31**~~                      ~~**Nov. 1 - March 31**~~

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~~**(Monday-Friday)**~~    ~~**11:01 PM - 10:00 PM**~~    ~~**6:01 AM 12 Noon 10:00 AM**~~

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and

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5:01 PM – 10:00 PM

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer Charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

I. Determination of Billing Demand: The maximum 30-minute interval demand established during the current on-peak period.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply.

In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the

rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

J. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on the demand charge and a 4.8% discount on energy, taxable fuel specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Compliance Cost charge-Charge as specified in Schedule BA-3, will be allowed when service is delivered and metered at primary voltage.

K. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, and Lakeland Electric has elected to meter the service at primary voltage there will be a discount of \$0.26 on the demand charge and a 1.0% discount applied to the energy charge, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Compliance Cost charge-Charge as specified in Schedule BA-3. No new secondary service will be constructed with metering at the primary voltage.

L. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facility charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities installed for the exclusive use of the customer.

M. Terms and Conditions: Customers who elect to take service hereunder and subsequently terminate service shall be prohibited from returning to service hereunder for twelve (12) months unless approved by Lakeland Electric.

**SECTION 10. RATE SCHEDULE GSLD - GENERAL SERVICE - LARGE DEMAND**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any general service customer whose highest measured 30-minute interval demand exceeds 499 kW for three or more out of twelve (12) most recent monthly billing periods, including the current billing period.

1. General Service Large Demand Customers with interconnected solar electric systems shall take service under Rate Schedule GSLD.

C. Character of Service: A-C; 60 Hertz; three phase; at any standard utility voltage level offered by Lakeland Electric.

D. Limitation of Service: Not available for breakdown, standby, supplementary or resale service.

E. Net Rate Per Month:

Customer Charge: ~~\$ 380~~ \$ 475.00

Demand Charge: \$ ~~9.349.75~~ per kW of billing demand

Energy Charge: ~~1.4921.502~~¢ per kWh

F. Minimum Bill: Customer Charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

G. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

H. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on the demand charge and a 4.8% discount on the energy charge, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Cost charge-Charge as specified in Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

I. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, Lakeland Electric has elected to meter the service at primary voltage, there will be a \$0.26 discount on the demand charge and a 1.0% discount applied to energy charge, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Cost charge-Charge as specified in Schedule BA-3. No new secondary service will be constructed with metering at the primary voltage.

J. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities.

K. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.



**SECTION 11. RATE SCHEDULE GSX-3 - GENERAL SERVICE LARGE DEMAND - OPTIONAL TIME-OF-DAY**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any general service customer whose highest measured 30-minute interval demand exceeds 499 kW three or more out of the twelve (12) most recent monthly billing periods, including the current billing period.

C. Character of Service: A-C; 60 Hertz; three phase; at any standard utility voltage level offered by Lakeland Electric.

D. Limitation of Service:

1. Resale not permitted under this rate schedule.
2. General Service Large Demand Customers with interconnected solar electric systems shall take service under Rate Schedule GSLD.

E. Net Rate Per Month:

Customer Charge: ~~\$ 380~~ \$ 475.00

Demand Charge: ~~\$9.34~~ 9.75 per kW of billing demand

Energy Charge:

On-Peak ~~3.73~~ 3.270¢ per kWh

Off-Peak ~~0.46~~ 0.629¢ per kWh

F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	<u>SUMMER</u>	<u>WINTER</u>
On-Peak Hours	April 1 - Oct. 31	Nov. 1 - March 31
(Monday-Friday)	<del>12:01 PM - 10:00 PM</del>	<del>6:01 AM - 12 Noon</del>
	<u>10:00 AM</u>	
		and
		<u>6:01 PM - 10:00 PM</u>

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer Charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J, and Section 2K above.

I. Determination of Billing Demand: The maximum 30-minute interval demand established during the current on-peak period.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply.

In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured

demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

J. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage, the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on the demand charge and a 4.8% discount on the energy charge, taxable fuel as specified in Schedule BA-2, and ~~environmental~~ Environmental compliance ~~Compliance Cost charge~~ Charge as specified in Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

K. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, Lakeland Electric has elected to meter the service at primary voltage, there will be a \$0.26 discount on the demand charge and a 1.0% discount applied to energy charge, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance ~~Compliance Cost charge~~ Charge as

specified in Schedule BA-3. No new secondary service will be constructed with metering at the primary voltage.

L. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facility charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such excess facilities.

M. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

**SECTION 12. RATE SCHEDULE IS – GENERAL SERVICE – INTERRUPTIBLE RATE**

(Closed to New Business as of February 1, 2015)

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any customer qualified by the conditions set forth in this section where the total metered demand is 1,000 kW or more and where service may be interrupted by Lakeland Electric. Customer shall meet or exceed minimum demand three or more of the twelve (12) most recent monthly billing periods, including the current billing period. Service under this rate schedule is not offered to Customers for whom an interruption would interfere with functions necessary for the protection of public health and safety. Lakeland Electric reserves the right to limit the total load served under this schedule.

C. Character of Service: The electric energy delivered under this schedule shall be: A-C; 60 Hertz; three phase; at the standard utility voltage offered by Lakeland Electric.

D. Limitation of Service: Resale not permitted under this rate schedule. Service hereunder may be interrupted at the sole discretion of Lakeland Electric if electric power and energy delivered hereunder is required to:

1. Provide service to Lakeland Electric's firm power customers during periods of capacity shortages; or,
2. Supply emergency interchange to other utilities for their firm load obligations.

Each point of delivery served hereunder shall have installed special equipment to insure immediate discontinuance of service in the event of a system disturbance. Any such special equipment shall be under the sole control of Lakeland Electric.

E. Net Rate Per Month:

Customer Charge: ~~\_\_\_\_\_ \$380~~ \_\_\_\_\_ \$ 475.00

Demand Charge: ~~\_\_\_\_\_ \$9.45-98~~ \_\_\_\_\_ \$9.45-98 per kW of Billing Demand

Controlled Demand Credit: ~~\_\_\_\_\_ \$ 4.86~~ \_\_\_\_\_ \$ 4.86 per kW of Controlled Demand

Energy Charge: ~~\_\_\_\_\_ 1.492¢-502¢~~ \_\_\_\_\_ 1.492¢-502¢ per kWh

F. Minimum Bill: Customer charge, Facilities Charge, plus adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J above.

G. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply.

In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects, in its sole discretion, to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

H. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point.

A \$0.26 discount on the demand charge and a 4.8% discount on energy charges, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance ~~Compliance Cost charge~~ Charge as specified in Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

I. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, but Lakeland Electric has elected, in its sole discretion, to

meter the service at primary voltage, there will be a \$0.26 discount on the demand charge and a 1.0% discount applied to the demand and energy charges, taxable fuel as specified in Schedule BA-2, and the ~~environmental-Environmental compliance~~ Compliance Cost charge-Charge as specified in Schedule BA-3. No new secondary service will be constructed with metering at the primary voltage.

J. Facilities Charge: When the customer requests and Lakeland Electric agrees to furnish, install, and maintain facilities for the exclusive use of the customer, such customer will be required to pay a facility charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities.

K. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

L. Temporary Discontinuance of Service: There will be no adjustments made for temporary discontinuance of service for seasonal or intermittent use of energy under this service schedule. Any customer prior to resuming service within twelve (12) months after discontinuance of service shall pay all charges which would have been billed had service been continued. Such bills shall be determined using zero (0) demand and energy meter readings for the period of service discontinuance.

M. Special Provisions:

1. When the customer increases its electrical load, which increase requires Lakeland Electric to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of Lakeland Electric.

2. Lakeland Electric may, under the provisions of this rate, at its option, require a special contract with the customer.
3. Lakeland Electric will furnish service under this rate at a single voltage through one point of delivery and measured through one meter. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.
4. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give Lakeland Electric written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless Lakeland Electric and the customer shall mutually agree to void the revocation. Transfer to another interruptible rate schedule for which the Customer is eligible is not subject to this notice provision.
5. So long as the Customer remains eligible for service under this rate schedule, Lakeland Electric shall not terminate service without sixty (60) months written notice.
6. Customers requesting service under this interruptible rate schedule must have a minimum of 500 kW of continuous demand that is available for interruption during the utility's peak or emergency conditions.



7. In the event the Customer fails to deliver the specified interruptible load, billing adjustments will be made, back to the most recent interruption by Lakeland Electric, to remove the Controlled Demand Credit. The adjustment shall be billed at a rate of 1.25 times the Controlled Demand Credit. Controlled Demand Credit is defined as the dollar value of the interruptible load offered to Lakeland Electric by the Customer, which is the product of the interruptible load specified measured in kW and the Controlled Demand Charge in \$/kW. The amount of interruptible load shall be specified in an Interruptible Electric Service Agreement.
8. Lakeland Electric may, but is not required to purchase power and energy from other sources for the customer's use during periods when interruptions are required. Lakeland Electric, when possible, will provide advanced notification of purchases made for the Customers or as soon as practical thereafter and similar notification will be provided upon termination of such purchases. The customer will be required to pay the actual charges of such purchases, in lieu of the otherwise applicable energy charges (energy charge, capacity charge, and fuel adjustment) provided in this rate schedule. These costs shall be based on the customer's proportionate share of a higher cost of such purchased energy plus 1.04 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy

provided under this rate schedule during the corresponding calendar month.

9. Lakeland Electric, when possible, will provide advanced notification when interruptions are imminent or as soon as practical, thereafter, when advanced notice is not feasible.

**SECTION 13. RATE SCHEDULE OL - PRIVATE AREA LIGHTING**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: For automatic outdoor lighting of public and/or private areas.

C. Character of Service: Dusk-to-dawn lighting service.

D. Limitation of Service: Installations shall be made only when, in the sole judgment of Lakeland Electric, location of the proposed fixture is, and will continue to be, easily and economically accessible to Lakeland Electric equipment and personnel for both construction and maintenance.

**E. Net Rate Per Month: Existing Pole - Overhead Wire**

FIXTURE TYPE	WATTS LUMENS		CHARGE PER FIXTURE (\$)				KWH/MO. ASSUMED
			- Service Options <sup>4</sup> -				
			A.	B.	C.	D.	
High Pressure Sodium – Residential							
Suburban	70	5800	0.90	2.89	1.54	6.45	31
Coachlight <sup>1</sup>	70	5800	0.88	3.64	1.54	7.19	31
Acorn <sup>3</sup> (Decorative)	70	5800	4.21	5.10	1.54	11.97	31
Coachlight <sup>1</sup>	100	9500	0.99	3.62	2.39	8.12	48
Suburban	100	9500	2.68	2.85	2.39	9.04	48
Roadway	100	9500	2.55	3.67	2.39	9.73	48
Directional	100	9500	2.69	3.87	2.39	10.07	48
Antique <sup>2</sup> (Decorative)	100	9500	.90	6.18	2.39	10.59	48
Shoebox (Closed)	100	9500	4.49	5.35	2.39	13.35	48
Arlington <sup>3</sup> (Decorative)	100	9500	2.59	5.12	2.39	11.22	48
Acorn <sup>3</sup> (Decorative)	100	9500	4.39	5.10	2.39	13.00	48
Granville <sup>3</sup> (Decorative)	100	9500	2.89	4.99	2.39	11.39	48
Granville Dark Skys <sup>3</sup>	100	9500	6.10	5.75	2.39	15.36	48

Coachlight <sup>1</sup>	150	16000	1.12	4.07	3.58	9.89	72
Roadway	150	16000	4.66	3.63	3.58	12.99	72
Suburban	250	27500	2.25	3.96	5.83	13.16	117
Roadway	250	27500	3.73	3.80	5.83	14.48	117
Directional	250	27500	5.62	5.02	5.83	17.59	117
Shoebox Sport – Single	250	27500	7.83	5.97	5.83	20.75	117
Roadway	400	50000	9.38	4.07	8.06	22.63	162
Directional	400	50000	8.42	5.03	8.06	22.63	162
Shoebox Sport – Single	400	50000	9.18	5.98	8.06	24.34	162
High Pressure Sodium – Commercial			A	B	C	D	
Turnpike	250	21000	12.75	5.48	5.83	25.18	117
Turnpike	400	36000	12.51	5.49	8.06	27.18	162
Interstate	400	36000	13.05	7.07	8.06	29.30	162
Metal Halide – Commercial							
Directional Flood	250	21000	7.23	5.02	5.83	19.20	117
Shoebox Sports – Single	250	21000	8.19	5.61	5.83	20.75	117
Monument In Ground	250	21000	16.33	12.55	5.83	35.83	117
Shoebox Sports – Single	400	36000	8.67	5.99	8.06	23.84	162
Directional Flood	400	36000	10.30	4.94	8.06	24.42	162
Standard Sports – Single	1000	110000	13.23	1.67	17.71	33.73	356
Shoebox Sports – Single	1000	110000	14.60	8.00	17.71	41.43	356
Standard Sports – Single	1500	155000	15.94	1.81	26.76	45.63	538
Shoebox Sports – Double	2000	220000	31.59	16.00	35.42	84.13	712
Standard Sports – Double	2000	220000	22.98	5.00	35.42	64.52	712
Shoebox Sports – Triple	3000	330000	47.59	24.00	53.12	125.83	1068
Standard Sports – Triple	3000	330000	38.13	10.00	53.12	102.37	1068
Standard Sports – Quad	4000	440000	47.38	16.66	70.83	135.99	1424
Shoebox Sports – Quad	4000	440000	63.32	32.00	70.83	167.27	1424
LED							
Coachlight <sup>1</sup>	52	9500	9.07	0.732	0.85	11.76	17
Suburban	50	9500	5.53	0.732	0.85	8.22	17
Roadway	250	21000	9.98	2.50	0.9500	5.61	
			0.732	0.85	8.30	17	
Directional	50	9500	6.90	2.60	0.732	0.85	
			9.59	17			
Arlington <sup>3</sup> (Decorative)	39	9500	14.38	1.05	0.65	17.20	13
Acorn <sup>3</sup> (Decorative)	39	9500	12.13	1.05	0.65	14.95	13
Granville <sup>3</sup> (Decorative)	39	9500	11.02	1.05	0.65	13.84	13
Granville Dark Skys <sup>3</sup>	39	9500	13.33	1.05	0.65	16.60	
	53	15					
Suburban	70	27500	7.07	0.723	1.14	10.05	23
Roadway	130	27500	7.37	0.732	1.14	11.35	43

Directional	194	27500	13.46	0.732	3.23	18.53	65
Shoebox Sport – Single	130	27500	15.16	1.889	2.14	20.31	43
Roadway	260	50000	10.06	0.732	4.33	16.23	87
Directional	266	50000	14.44	0.732	4.43	20.71	89
Shoebox Sport – Single	260	50000	19.365	1.889	4.33	26.69	87

Municipal Fixtures Including Pole

Solar (closed)	26	2100	63.12	22.99	0	87.23	12
Lake Mirror	50	4100	44.21	4.87	1.19	51.39	24
Lake Mirror	70	5800	44.03	4.65	1.54	51.34	31
Street Scape Single	70	5800	44.22	5.78	1.54	52.66	31
Street Scape Single	100	9500	43.24	6.01	2.39	52.76	48
Street Scape Single	150	16000	43.42	5.76	3.58	53.88	72
Street Scape Double	140	14900	52.95	15.94	3.08	73.09	67
Contactor							
Single Pole			5.58				
Double Pole			6.61				
Pull Box			3.05				

Discrete Private Area Lighting Charges A, B, & C above, in any combination are subject to a \$1.12 per month service charge.

<sup>1</sup> Used with the 16' Aluminum Pole

<sup>2</sup> Used with the 14'Fiberglass Pole

<sup>3</sup> Used with the 13'Decorative Concrete Pole

<sup>4</sup>Service Options

A. Fixture and Installation Only;

B. Maintenance of Fixture Only;

C. Energy, Excluding Fuel Charge, for Fixture Only; and

D. Full Service: The sum of each of the above Discrete Private Area Lighting Charges (A+B+C), plus the monthly service charge.

~~E. Not Rate Per Month: Existing Pole – Overhead Wire~~

F. Minimum Bill: The minimum monthly bill shall be the sum of each of the discrete Private Are Lighting Charges plus the service charge.

G. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J above. The fuel adjustment charge is applied to the estimated kWh consumed per fixture as indicated under the rate per month.

H. Term of Service: Service under this rate shall be for a minimum term of five (5) years for Decorative fixtures, all others shall be for a minimum term of three (3)

years from the commencement of service, and shall continue thereafter until terminated by either party by written notice thirty (30) days prior to termination. Prior to expiration of the minimum term of this service, the customer may terminate such service by paying to Lakeland Electric, in one lump sum, the total amount of charges which would be payable during the remainder of the initial term of service.

I. Special Provisions:

1. When a pole has been set exclusively for a light the following additional monthly charge will be made:

30' Wood Pole	\$2.07	45'Commercial Spun Concrete	\$13.28
30' concrete pole (white)	\$4.08	35'Commercial Concrete	7.48
16' Aluminum	\$5.52	40'Commercial Concrete	11.39
14' Fiberglass Pole	\$7.99	45'Commercial Concrete	12.48
13' Decorative Concrete	\$9.72	50'Commercial Concrete	13.46
30' Commercial Bronze Aluminum	20.25	30' Commercial Aluminum & Arm	15.64
35' Commercial Blk Spun Concrete	13.23	40' Commercial Aluminum & Arm	19.15
40' Commercial Aluminum Tenon	21.22	40' Commercial Dbl Arm Alum	24.50
45' Commercial Aluminum	16.73	50' Commercial Aluminum & Arm	20.99
50' Commercial Aluminum Tenon	34.56	50' Commercial Dbl Arm Aluminum	25.82
50' Commercial Wood Class 3	5.75		

2. Lakeland Electric will furnish, install and maintain approved street lighting luminaries and lamps and/or directional luminaries and lamps including integral automatic photocell controls, and will install same on existing Lakeland Electric owned poles. Installation will include one span of secondary wire, if necessary.
3. Damage to fixtures, lamps or equipment while in use on the customer's property will be replaced or repaired by Lakeland Electric and such costs will be billed to the customer.
4. Underground wiring is available at extra cost to be determined by Lakeland Electric.

5. Customer desiring service under this rate will be required to sign a contract with Lakeland Electric.
6. Decorative light fixture installations including Acorn, Arlington, Antique, and Granville, will not be available on an individual basis, but will be limited to multiple installations at the discretion of Lakeland Electric. Lake Mirror and Streetscape Fixtures are available only for governmental agencies.

**SECTION 14. RATE SCHEDULE OL-1 - STREET AND ROADWAY**

**LIGHTING**

Available:

In all territory served by Lakeland Electric.

Applicable:

For automatic outdoor lighting of public and private streets and roadways used for vehicular traffic.

Character of Service:

Dusk-to-dawn lighting service.

Limitation of Service:

Installations shall be made only when, in the judgment of Lakeland Electric, location of the proposed fixture is, and will continue to be, easily and economically accessible to equipment and personnel for both construction and maintenance.

Net Per Month:

Existing Pole - Overhead Wire

FIXTURE TYPE	WATTS LUMENS		CHARGE PER FIXTURE (\$)				KWH/MO. ASSUMED
			- Service Options <sup>4</sup> -				
			A.	B.	C.	D.	
High Pressure Sodium – Residential							
Suburban	70	5800	2.33	0.63	1.54	5.62	31
Coachlight <sup>1</sup> (Decorative)	70	5800	2.80	0.81	1.54	6.27	31
Acorn <sup>3</sup> (Decorative)	70	5800	6.78	0.98	1.54	10.42	31

Coachlight <sup>1</sup> (Decorative)	100	9500	2.73	0.84	2.39	7.08	48
Suburban	100	9500	3.99	0.38	2.39	7.88	48
Roadway	100	9500	4.36	0.61	2.39	8.48	48
Directional	100	9500	4.66	0.61	2.39	8.78	48
Antique <sup>2</sup> (Decorative)	100	9500	4.60	1.12	2.39	9.23	48
Shoebox (Closed)	100	9500	6.06	2.06	2.39	11.63	48
Arlington <sup>3</sup> (Decorative)	100	9500	5.23	1.04	2.39	9.78	48
Acorn <sup>3</sup> (Decorative)	100	9500	6.84	0.98	2.39	11.33	48
Granville <sup>3</sup> (Decorative)	100	9500	5.38	1.04	2.39	9.93	48
Granville Dark Skys <sup>3</sup>	100	9500	6.10	3.77	2.39	13.38	48
Coachlight <sup>1</sup>	150	16000	3.09	0.84	3.58	8.63	72
Roadway	150	16000	5.76	0.87	3.58	11.33	72
Suburban	250	27500	3.64	0.91	5.83	11.50	117
Roadway	250	27500	4.79	0.91	5.83	12.65	117
Directional	250	27500	7.18	1.22	5.83	15.35	117
Shoebox Sport – Single	250	27500	9.05	2.10	5.83	18.10	117
Roadway	400	50000	9.88	0.70	8.06	19.76	162
Directional	400	50000	9.43	1.15	8.06	19.76	162
Shoebox Sport – Single	400	50000	9.90	2.16	8.06	21.24	162
<b>High Pressure Sodium – Commercial</b>							
Turnpike	250	21000	13.78	1.22	5.83	21.95	117
Turnpike	400	36000	13.31	1.22	8.06	23.71	162
Interstate	400	36000	15.16	1.22	8.06	25.56	162
<b>Metal Halide – Commercial</b>							
Directional Flood	250	21000	7.33	2.47	5.83	16.75	117
Shoebox Sports – Single	250	21000	9.05	2.10	5.83	18.10	117
Monument In Ground	250	21000	17.75	6.51	5.83	31.21	117
Shoebox Sports – Single	400	36000	9.47	2.16	8.06	20.81	162
Directional Flood	400	36000	8.81	3.32	8.06	21.31	162
Standard Sports – Single	1000	110000	8.34	2.33	17.71	29.50	356
Shoebox Sports – Single	1000	110000	13.98	3.39	17.71	36.20	356
Standard Sports – Single	1500	155000	9.63	2.43	26.76	39.94	538
Shoebox Sports – Double	2000	220000	25.32	11.64	35.42	73.50	712
Standard Sports – Double	2000	220000	12.50	7.41	35.42	56.45	712
Shoebox Sports – Triple	3000	330000	30.93	24.76	53.12	109.93	1068
Standard Sports – Triple	3000	330000	20.05	15.24	53.12	89.53	1068
Standard Sports – Quad	4000	440000	21.16	25.83	70.83	118.94	1424
Shoebox Sports – Quad	4000	440000	31.44	42.75	70.83	146.14	1424
<b>LED</b>							
Coachlight <sup>1</sup>	52	9500	7.89	0.63	0.85	10.49	17
Suburban	50	9500	4.81	0.63	0.85	7.41	17

Roadway	250	21000	50	9500	4.88	0.63	0.85	
	7.48	17						
Directional	50	9500	6.00	0.63	0.85	8.60	17	
Arlington <sup>3</sup> (Decorative)	39	9500	12.50	0.91	0.65	15.18	13	
Acorn <sup>3</sup> (Decorative)	39	9500	10.55	0.91	0.65	13.23	13	
Granville <sup>3</sup> (Decorative)	39	9500	9.98	2.90	2.60	58	0.91	
	0.65	12.26	13					
Granville Dark Skys <sup>3</sup>	39	9500	11.59	0.91	0.65	14.27	13	
Suburban	70	27500	6.15	0.63	1.14	9.04	23	
Roadway	130	27500	6.41	0.63	2.14	10.30	43	
Directional	194	27500	11.70	0.63	3.23	16.60		
	53	68	65					
Shoebox Sport – Single	130	27500	13.18	1.64	2.14	18.08	43	
Roadway	260	50000	8.75	0.63	4.33	14.83	87	
Directional	266	50000	12.56	0.63	4.43	18.74	89	
Shoebox Sport – Single	260	50000	16.83	1.64	4.33	23.92	87	

Municipal Fixtures Including Pole

Solar (closed)	26	2100	63.10	11.63	0	75.85	12
Lake Mirror	50	4100	40.33	1.12	1.19	43.76	24
Lake Mirror	70	5800	40.46	1.12	1.54	44.24	31
Street Scape Single	70	5800	39.98	2.03	1.54	44.67	31
Street Scape Single	100	9500	39.99	2.03	2.39	45.53	48
Street Scape Single	150	16000	40.15	2.03	3.58	46.88	72
Street Scape Double	140	14900	52.13	7.25	3.08	63.58	62
Contactor							
Single Pole			4.85				
Double Pole			5.75				
Pull Box			2.65				

Discrete Street and Roadway Lighting Charges A, B, & C above, in any combination are subject to a \$1.12 per month service charge.

<sup>1</sup> Used with the 16' Aluminum Pole

<sup>2</sup> Used with the 14'Fiberglass Pole

<sup>3</sup> Used with the 13'Decorative Concrete Pole

<sup>4</sup> Service Options

- A. Fixture and Installation Only;
- B. Maintenance of Fixture Only;
- C. Energy, Excluding Fuel Charge, for Fixture Only; and
- D. Full Service: The sum of each of the above Discrete Street and Roadway Lighting Charges (A+B+C), plus the monthly service charge.



Minimum Bill:

~~The minimum monthly bill shall be T~~the sum of each of the discrete Street and Roadway Lighting Charges plus the service charge.

Adjustments:

1. Fuel charge as contained in Schedule BA-1  
(Fuel charge is applied to the Assumed kWh per fixture)
2. Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2
3. 10% Utility Tax inside city limits, as contained in Schedule BA-2
4. 10% Surcharge outside city limits, as contained in Schedule BA-2
5. Environmental Compliance Cost Charge as contained in Schedule BA-3
6. Polk County Public Service Tax, as adopted by Polk County
7. Florida State Sales Tax, as adopted by The State of Florida

Term of Service:

Service under this rate shall be for minimum term of five (5) years for Decorative fixtures, all others shall be for a minimum term of three (3) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice thirty (30) days prior to termination. The customer may terminate such service prior to the expiration of minimum term by paying to Lakeland Electric, in one lump sum, the total amount of charges, excluding fuel charges, which would be payable during the remainder of the minimum term of service.

Special Provisions:

1. When a pole has been set exclusively for a light the following additional monthly charge will be made:

30' Wood Pole	\$ 1.80	45' Commercial Spun Concrete	\$ 11.55
30' concrete pole (white)	3.20	35' Commercial Concrete	6.50

16' Aluminum	4.80	40' Commercial Concrete	9.90
14' Fiberglass Pole	6.95	45' Commercial Concrete	10.85
13' Decorative Concrete	8.45	50' Commercial Concrete	11.70
30' Commercial Bronze Aluminum	17.60	30' Commercial Aluminum & Arm	13.60
35' Commercial Blk Spun Concrete	11.50	40' Commercial Aluminum & Arm	16.65
40' Commercial Aluminum Tenon	18.45	40' Commercial Dbl Arm Alum	21.30
45' Commercial Aluminum	14.55	50' Commercial Aluminum & Arm	17.55
50' Commercial Aluminum Tenon	30.05	50' Commercial Dbl Arm Aluminum	22.45
50' Commercial Wood Class 3	5.00		

2. Lakeland Electric will furnish, install and maintain approved street lighting luminaries and lamps and/or directional luminaries and lamps including automatic photocell controls, and will install same on existing Lakeland Electric owned poles. Installation will include one overhead span of secondary wire, if necessary.
3. Fixtures, lamps or equipment damaged in any way by the customer will be repaired or replaced by Lakeland Electric at the customer's sole cost and expense. Such costs will be billed to the customer.
4. Underground wiring is available at extra cost to be determined by Lakeland Electric.
5. Customer desiring service under this rate will be required to sign a contract with Lakeland Electric.
6. Decorative light fixture installations, including Acorn, Arlington, Antique, and Granville, will not be available on an individual basis, but will be limited to multiple installations at the discretion of Lakeland Electric. Lake Mirror and Streetscape Fixtures are available only for governmental agencies.

#### **SECTION 15. RATE SCHEDULE BA-1 - FUEL CHARGE**

The fuel charge for all service schedules shall be 0.001¢ per kilowatt-hour sold for each 0.001¢ per kilowatt-hour of actual cost of fuel and interchange purchases used to provide the electric energy measured at the customer's meter.

Fuel charges may be either levelized or a combination of On-Peak, ~~Mid-Peak~~, and Off-Peak charges, depending upon the rate schedule. The levelized fuel charge shall be calculated using the delivered cost of all fuel burned and the fuel cost of all

interchanged power. On-Peak, ~~Mid-Peak~~, and Off-Peak fuel costs are based on a percentage of the levelized fuel rate and are calculated once a year on or about January 1<sup>st</sup> to reflect the change in costs from one year to the next. Adjustments are made when the On-Peak percentage changes by more than 5 percentage points.

The applicable fuel charge for each rate class is listed (X) below.

Rate Schedule		Fuel Charge			
		Levelized Rate	On-Peak	<del>Mid-Peak</del>	Off-Peak
RS	Residential Service	X	-	-	-
RSX-1	Optional Shift to Save Residential Service Time-of-Day	-	X	<del>X</del>	X
RSD	Residential Service Demand	X	-	-	-
GS	General Service and Construction Power	X	-	-	-
GSX-1	Optional Shift to Save General Service Time-of-Day	-	X	<del>X</del>	X
GSBD	General Service Business Demand	X	-	-	-
GSD	General Service Demand	X	-	-	-
GSX-2	Optional General Service Demand Time-of-Day	-	X	-	X
GSLD	General Service Large Demand	X	-	-	-
GSX-3	Optional General Service Large Demand Time-of-Day	-	X	-	X
ISX-1	General Service Interruptible Rate Time-of-Day	-	X	-	X
IS	General Service Interruptible Rate	X	-	-	-
<del>LDISX-1</del>	<del>Large Demand Interruptible Rate Time of Day</del>	-	<del>X</del>	-	<del>X</del>
SS-1	Firm Supplemental and Standby – Time-of-Day Option	-	X	-	X
ELDCX-1	Extra Large Demand Customer Time-of-Day	-	X	-	X
ELDC	Extra Large Demand Customer	X	-	-	-

By resolution the City Commission of the City of Lakeland shall establish a fuel charge sufficient to fully recover the projected costs of fuel and purchased power over a twelve-month period.

No less than quarterly, the staff of Lakeland Electric shall determine Lakeland Electric's total projected fuel costs for the subsequent twelve-month period which shall be the projected fuel budget which shall include an amount sufficient to establish reserves in the amount of 15% of the annual projected fuel budget. This projected fuel budget shall consider projected system average fuel costs, projected energy

generation, projected power purchases anticipated for that subsequent twelve-month period and a 15% reserve component. To the extent the projected fuel budget results in a cumulative under-recovery of fuel costs, measured as of the end of the twelve-month period, in an amount exceeding 0.5 mills times the forecasted annual sales volume during the forecast period, the City Commission of the City of Lakeland shall, by resolution, amend the previously established fuel charge in an amount sufficient to fully recover the projected shortfall during the subsequent twelve-month period.

**SECTION 16. RATE SCHEDULE BA-2 - TAX AND SURCHARGE ADJUSTMENTS**

Lakeland Public Service Tax and Surcharge:

A. 10% Utility Tax (inside City limits) or a 10% surcharge (outside City limits) shall be imposed against all customer, demand, ~~and energy,~~ and Environmental Compliance Cost charges-Charges contained in Lakeland Electric's electric rates. The 10% Utility Tax (inside City limits) or 10% surcharge (outside City limits) shall be imposed only on Lakeland Electric's Base Fuel Cost as of October 1, 1973.

The amount of Lakeland Electric's Base Fuel Cost as of October 1, 1973 is 0.4108 ¢ per kWh.

Any amount of fuel charge above the taxable fuel amount of 0.4108¢ per kWh shall be excluded from the 10% utility tax or the 10% surcharge.

B. Florida Gross Receipts, Regulatory Trust Fund Tax Adjustment, and Florida State Sales Tax:

The Regulatory Trust Fund Tax Adjustment in a billing period shall be the actual tax level imposed for Florida Gross Receipts Tax and Public Service Commission Regulatory Trust Fund Tax to the nearest 0.0001%. This tax adjustment shall be levied on all revenue associated with the retail delivery of electricity under Lakeland Electric's published rate tariffs. The Florida State Sales tax adjustment shall be applied in accordance with the appropriate Florida statutes exclusively for the purpose of collecting these taxes as levied by the State of Florida.

C. Polk County Public Service Tax:

The Tax Adjustment shall be the actual tax level imposed by Polk County against all customer, demand, energy, and ~~energy~~ Environmental Compliance Cost charges ~~Charges~~ contained in Lakeland Electric's electric rates. The tax shall only be imposed on Lakeland Electric's Base Fuel Cost as of October 1, 1973, 0.4108¢ per kWh.

Any amount of fuel charge above the taxable fuel amount of 0.4108¢ per kWh shall be excluded.

**SECTION 17. RATE SCHEDULE BA-3 - ENVIRONMENTAL COMPLIANCE COST CHARGE**

A. The ~~environmental~~ Environmental ~~compliance~~ Compliance ~~cost~~ Cost charge ~~Charge~~ is to recover cost of complying with environmental regulations where such costs are not included in other rate schedules. Acceptable costs for the environmental compliance cost charge include:

- Debt service associated with the financing of environmental projects

- Operating and Maintenance expenses necessary to meet environmental laws and regulations
- Fuel and purchase power costs not included in Rate Schedule BA-1
- Emission allowances

B. Rates shall be calculated annually. The City Commission shall by resolution establish the Environmental Compliance Cost Charge. The annual rate change shall be effective with the first billing cycle of the fiscal year.

C. Actual expenses from the prior year shall be subject to true-up calculations.

**SECTION 18. RATE SCHEDULE GSBD - GENERAL SERVICE BUSINESS**

**DEMAND**

A. Available: In all territory served by the Electric Department.

B. Applicable: To (a) any general service customer whose metered demand does not exceed 49 kW, for more than two (2) out of the twelve (12) most recent monthly billing periods, including the current billing period, or (b) for Temporary Construction Power.

General service customers with solar electric systems interconnected with Lakeland Electric, beginning January 1, 2016 for new general service customers and after December 31, 2025 for existing general service customers, and not exceeding 49 kW as described above shall take service under this schedule. Otherwise, this rate schedule is an option to the otherwise applicable general service rate schedules.

C. Character of Service: A-C; 60 Hertz; single or three phase, 120/240 volts, 120/208 volts or any other voltage offered by Lakeland Electric.

D. Limitation of Service: Not available for breakdown, standby, supplementary or resale service.

E. Connect and Disconnect Charge: The connect and disconnect charge for Temporary Construction Power shall be \$125 per ~~pole~~-location payable with deposit at the time of application.

F. Net Rate Per Month:

Customer Charge:       \$~~12~~-13.00

Demand Charge:       \$ ~~4.83~~- 6.00 per kW of Billing Demand

Energy Charge:       ~~1.986¢~~- 2.330¢ per kWh

G. Minimum Bill: ~~—~~ Customer charge plus Adjustments.

H. Adjustments: Per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, Section 2J and Section 2K above.

I. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to service the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special

tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

J. Terms and Conditions: Where the use of energy is for irrigation purposes, the customer agrees to accept the condition of this schedule for a period of not less than twelve (12) consecutive months.

**SECTION 19. RATE SCHEDULE SS-1 - FIRM SUPPLEMENTAL AND STANDBY**

A. Available: In all territory served by Lakeland Electric where system facilities are adequate and appropriate to provide service.

B. Applicable: To any general service customer with electric generation facilities used to provide electricity for internal power requirements and requiring firm standby and supplemental electric service. This rate is not applicable for customers:

1. Whose electric generation is for emergency or testing purposes only;
2. Whose onsite generating capability is less than 20% of the total onsite load; or
3. Whose onsite generating capability is less than 100 kW.



Service under this schedule is also available to any specific generation customer who does not satisfy the provisions above and to whom providing service, in Lakeland Electric's opinion would be beneficial to Lakeland Electric's other customers.

C. Character of Service: A-C; 60 Hertz; three phase, at any standard utility voltage level offered by Lakeland Electric.

D. Limitation of Service: Customers provided service under this tariff must sign a tariff agreement for the purchase of firm standby and supplemental service. Should supplemental and standby service be provided one under the firm rate and the other under the interruptible rate, separate meters will be required for each. Energy provided under this tariff is not available for resale.

E. Temporary Discontinuance of Service: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within twelve (12) months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

F. Net Rate Per Month:

1. Supplemental Service - Will be supplied at Lakeland Electric's otherwise applicable rate.

2. Maintenance and Back-Up Charges:

— Customer Charge: \_\_\_\_\_ ~~\$400~~ \$ 475.00

— Reservation Charge: Monthly \_\_\_\_\_ \$ 1.49 per kW of Contract Standby

~~—~~ Billing Demand

~~—~~ Daily Demand Charge: \$ 0.~~7874~~ per kW day of actual demand

\*\* Local Distribution Charge: \$ 3.22 per kW of Contract Standby Billing Demand

Energy Charge: ~~—~~ 0.212¢ ~~—~~ 229¢ ~~—~~ per kWh

~~—~~ 0.371¢ ~~—~~ per kWh

~~—~~ (On-Peak Time of Day) ~~—~~ 0.403¢ ~~—~~ per kWh

~~—~~ 0.106¢ ~~—~~ per kWh

~~—~~ (Off-Peak Time of Day) ~~—~~ 0.115¢ ~~—~~ per kWh

\*\* Not applicable when electric service is provided solely from transmission system

G. Minimum Bill: Customer charge, reservation charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J, ~~and Section 2K~~ above. The billing demand charge for all kW up to the maximum contracted standby requirements for each month will be billed at the maximum of: \$4.~~71~~per 71 per kW-month times the contracted standby demand requirements (reservation charge) or \$0.~~7874~~ per kW-day of actual standby demand delivered. All kW between the actual standby demand and the contract demand will be billed at \$4.71 per kW-month.

H. Determination of Billing Demand:

1. Contract Standby Demand - Established in the tariff agreement for electric service provided under Rate Schedule SS-1, the demand contracted shall not exceed the net dependable capability of the customer's generating equipment. This demand will remain

constant unless agreed to by mutual consent and appropriate charges are made to the tariff agreement and the agreement executed by both parties.

2. Standby Billing Demand - Is the summation of the maximum integrated thirty (30) minute standby demand delivered by Lakeland Electric each day of the billing period. Standby demand for each thirty (30) minute period is the integrated thirty (30) minute demand delivered by Lakeland, but not exceeding the difference between the contract standby demand and the thirty (30) minute integrated kW output of the customer's generating unit(s), but never less than zero.
3. Supplemental Demand - Determined for each 30-minute interval as the net 30-minute integrated demand delivered by Lakeland Electric minus the standby demand for the 30-minute period.
4. Supplemental Billing Demand - Supplemental billing demand for the month shall be the maximum 30-minute integrated "Supplemental Demand" for the month. It is intended that this demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply in excess of the customer's generating capacity. Installations which use this service in a manner such that measurement of a 30-minute interval does not result in fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted

taking into account the known character of use and the rating data of the equipment connected or from special tests. It is the intent of this provision that the demand billed shall fairly represent the customer's capacity requirement. In cases where Lakeland Electric elects to use connected load instead of demand measurement as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected.

I. Definitions of the Time-of-Day Periods: All time periods stated in prevailing time.

	<u>Summer</u>	<u>Winter</u>
On-Peak Hours-	Apr. 1 - Oct. 31	<u>Nov. 1 - March 31</u>
(Monday - Friday)	<del>12:01 PM</del> - <del>9:00 PM</del>	<del>6:01 AM</del> - <del>10:00</del>
	<del>Noon</del> <u>AM</u>	<del>_____</del> and <del>_____</del> <u>5:01 PM</u> – 10:00 PM

J. Off Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

K. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage, the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for

utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on demand charge and 1% discount on energy, plus taxable fuel as specified in Schedule BA-2, plus the ~~environmental~~ Environmental compliance ~~Compliance Cost charge~~ Charge as Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

L. Facilities Charge: When the customer requests and the utility agrees to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay monthly a facilities charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities installed for the exclusive use of the customer.

M. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

Service hereunder will be supplied at one location through one point of delivery and measured through one meter unless otherwise deemed necessary by Lakeland Electric.

Customers electing to receive service under this rate tariff are required to provide a sixty (60) month notice, in writing, prior to transferring from this firm supplemental and standby service to any of Lakeland Electric's firm full requirements service.

**SECTION 20. RATE SCHEDULE EDIR-1 – ECONOMIC DEVELOPMENT RIDER**

Available: In all territory served by the Electric Department.

Applicable: This Rider is available for load associated with initial service to new ~~General Service~~ Customers or the expansion of existing ~~General Service~~ Customers and taking service under one of the following rate schedules: GSD, GSX-2, GSLD, GSX-3, ELDC, or ELDCX-1.

~~General Service~~ Customers who desire service under Rider EDIR-1 must enter into a Service Agreement with Lakeland Electric. The New Load applicable under this Rider must be a minimum of 350 kW at a single delivery point. To qualify for service under this Rider, the ~~General Service~~ Customer must employ an additional work force of at least 25 full-time employees per 350 kW of New Load and comply with all provisions in the Service Agreement.

The load and employment requirements under the Rider must be achieved at the same delivery point. The ~~General Service~~ Customer shall be responsible for Facilities Charges for additional metering equipment that may be required to qualify for this Rider. The ~~General Service~~ Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that Rider EDIR-1 is a significant factor in the ~~General Service~~ Customer's location/expansion decision.

Limitations of Service:

1. Lakeland Electric reserves the right to limit applications for this Rider at its discretion.

2. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions.
3. This Rider is also not available for load shifted from one establishment or delivery point on the Lakeland Electric system to another on the Lakeland Electric system.
4. A new Customer may not make application under Rider EDIR -1 for load acquired from an existing Customer. However, if a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDIR-1 and continue the schedule of credits outlined below.

Definition: New Load: New Load is load that is added to the Lakeland Electric's system by a new Customer or by an existing Customer who expands its operations and increases demand, i.e. the net incremental load above that which existed prior to the Service Agreement.

Discount: A credit based on the percentages below will be applied to the Demand Charge and Energy Charge of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

- Year 1 – 25% reduction in demand and energy charges\*
- Year 2 – 20% “
- Year 3 – 15% “
- Year 4 – 10% “
- Year 5 – 5% “

\*All other charges including Customer Charge, Fuel Charge, Smart

Grid Project Implementation, and Environmental Compliance Cost

Charge will be as stated in the otherwise applicable rate schedule.

Terms of Service:

1. The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.
2. Lakeland Electric may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider.
3. Failure to verify performance and to 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from

Lakeland Electric the amount of load specified in the Customer's Service Agreement may be considered grounds for early termination under this rider.

Provisions for Early Termination: If Lakeland Electric terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimburse Lakeland Electric for any discounts received under this Rider plus interest. If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to reimburse Lakeland Electric for any discounts received under this Rider plus interest.

**SECTION 21. RATE SCHEDULE EDIR-2 – ECONOMIC**

**DEVELOPMENT RIDER**

A. Available: In all territory served by the Electric Department.

B. Applicable: This Rider is available for load associated with initial service to new ~~General Service~~ Customers or the expansion of existing ~~General Service~~ Customers ~~and~~ taking service under the General Service Rate (GS), General Service Business Demand Rate (GSBD) or General Service Time of Use Rate (GSX-1).

~~General Service~~ Customers who desire service under Rider ~~EDIR-2~~ must enter into a Service Agreement with Lakeland Electric. The New Load applicable under this Rider must be a minimum of ~~72005000~~ KWHkWh and a load factor of 50% at a single delivery point. The Existing Load applicable under this Rider must be 50% additional consumption and a load factor of 50% at a single delivery point. To qualify for service under this Rider, the ~~General Service~~ Customer must employ an additional work force of at least 5 full-time employees in the service territory with ~~each salaries~~ at least 120100% of the median annual wage for the



Central Florida area. The load and employment requirements under the Rider must be achieved at the same delivery point. The ~~General Service~~ Customer shall be responsible for Facilities Charges for additional metering equipment that may be required to qualify for this Rider.

The ~~General Service~~ Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that Rider EDIR-2 is a significant factor in the ~~General Service~~ Customer's location/expansion decision.

C. Limitations of Service:

1. Lakeland Electric reserves the right to limit applications for this Rider at its discretion.

—This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions.

2.

—This Rider is also not available for load shifted from one establishment or delivery point on the Lakeland Electric system to another on the Lakeland Electric system.

3.

—The ~~General Service Economic Development Rider will have a yearly cap on funding. Once the funds are capped, the~~

~~Economic Development Rider will not be offered until the next year.~~

D. Discount: A credit based on the percentages below will be applied to the Energy and Demand (GSBD) Charge of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

Year 1 – ~~15~~25% reduction in demand (GSBD) and energy charges-reduction in energy charges\*

Year 2 – ~~10~~15% \_\_\_\_\_ “

Year 3 – 5% \_\_\_\_\_ “

\* All other charges including Customer Charge, Fuel Charge, Smart Grid Project Implementation, and Environmental Compliance Cost Charge will be as stated in the otherwise applicable rate schedule.

==

E. Terms of Service:

1. The Customer agrees to a three-year contract term. Service under this Rider will terminate at the end of the third year.
2. Lakeland Electric may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider.
3. Failure to verify performance and to: 1) maintain the level of employment specified in the Customer's Service Agreement

and/or 2) purchase from Lakeland Electric the amount of load specified in the Customer's Service Agreement may be considered grounds for early termination under this rider.

F. Provisions for Early Termination: If Lakeland Electric terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimburse Lakeland Electric for any discounts received under this Rider plus interest. If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to reimburse Lakeland Electric for any discounts received under this Rider plus interest.

**SECTION 22. RATE SCHEDULE ELDC – EXTRA LARGE DEMAND CUSTOMER**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any general service customer whose highest measured 30-minute interval demand exceeds 5,000 kW for three or more out of twelve (12) most recent monthly billing periods, including the current billing period.

C. Character of Service: A-C; 60 Hertz; three phase; at any standard utility voltage level of 69KV or above.

D. Limitation of Service: Not available for breakdown, standby, supplementary or resale service.

E. Net Rate Per Month:

Customer Charge: ~~\$ 380~~ \$ 475.00

Demand Charge: ~~\$\$\$~~ -10.37-74 per kW of billing demand

Energy Charge: 0.205¢ per kWh

F. Minimum Bill: Customer Charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J above.

G. Discount Applicable to Service at 69 KV and Above: A 1.0% discount shall apply to taxable fuel as specified in Schedule BA-2 and to the ~~environmental~~ Environmental compliance-Compliance Cost charge-Charge as specified in Schedule BA-3.

H. Determination of Billing Demand: The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected,

the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

I. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facility charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities.

J. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

**SECTION 23. RATE SCHEDULE ELDCX-1 – EXTRA LARGE DEMAND CUSTOMER - OPTIONAL TIME-OF-DAY**

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any general service customer whose highest measured 30-minute interval demand exceeds 5000 kW three or more out of the twelve (12) most recent monthly billing periods, including the current billing period.

C. Character of Service: A-C; 60 Hertz; three phase; at any standard utility voltage level of 69KV or above.

D. Limitation of Service: Resale not permitted under this rate schedule.

Customers taking service hereunder will be required to remain on this rate for a minimum initial period of twelve (12) consecutive months which shall continue for successive periods of twelve (12) months until terminated by written notice given by customer or Lakeland Electric.

E. Net Rate Per Month:

Customer Charge: ~~\$ 380~~ \$ 475.00

Demand Charge: ~~-\$10.37-74~~ per kW of billing demand

Energy Charge:

On-Peak 0.205¢ per kWh

Off-Peak 0.205¢ per kWh

F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	<u>SUMMER</u>	<u>WINTER</u>
On-Peak Hours	April 1 - Oct. 31	Nov. 1 - March 31
(Monday-Friday)	<del>12:01 PM - 10:00 PM</del>	<del>6:01</del>
	<del>AM</del> <u>12:00 AM</u>	
		and
		<del>5:01 PM - 10:00</del>
		PM

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J above.

I. Discount Applicable to Service at 69 KV and Above: A 1.0% discount shall apply to taxable fuel as specified in Schedule BA-2 and to the ~~environmental~~ Environmental Compliance Cost charge-Charge as specified in Schedule BA-3.

J. Determination of Billing Demand: The maximum 30-minute interval demand established during the current on-peak period.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

K. Facilities Charge: When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such excess facilities.

L. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

**SECTION 24. RATE SCHEDULE ISX-1 – GENERAL SERVICE –  
INTERRUPTIBLE RATE - Optional Time of Day**

(Closed to New Customers as of February 1, 2015)

A. Available: In all territory served by Lakeland Electric.

B. Applicable: To any customer qualified by the conditions set forth in this section and otherwise eligible for service under Schedule IS where the total metered demand is 1,000 kW or more and where service may be interrupted by Lakeland Electric. Service under this rate schedule is not offered to Customers for whom an interruption would interfere with functions necessary for the protection of public health and safety.

C. Character of Service: The electric energy delivered under this schedule shall be: A-C; 60 Hertz; three phase; at the standard utility voltage offered by Lakeland Electric.

D. Limitation of Service: Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric and available only after a twelve (12) month comparison billing on this schedule and rate IS has been completed. Lakeland Electric reserves the right to limit the total load served under this schedule. Electric power and energy service supplied hereunder may be interrupted if required to:

1. Provide service to Lakeland Electric's firm power customers during periods of capacity shortages; or,
2. Supply emergency interchange to other utilities for their firm load obligations.



Each point of delivery shall have installed equipment to insure immediate discontinuance of service in the event of a system disturbance. Any such special equipment shall be under the sole control of Lakeland Electric.

E. Net Rate Per Month:

Customer Charge:     ~~\$380~~ \$ 475.00

Demand Charge:             \$ 9.~~45~~98 per kW of Billing Demand

Controlled Demand Credit:   \$ 4.86 per kW of Controlled Demand

Energy Charge:

                                  On Peak -    ~~3.730¢~~755¢ per kWh

                                  Off Peak -   ~~0.556¢~~685¢ per kWh

F. Definitions of the Time of Day Periods: All time periods stated in prevailing time.

	SUMMER	<u>  </u> WINTER
On-Peak Hours	April 1 - Oct. 31	<u>  </u> Nov. 1 - March 31
(Monday-Friday)	<del>12:01 PM - 4:00 PM</del>	<del>6:01 AM - 12 Noon - 10:00</del>
	<u>AM</u>	
		and
		<del>  </del> <u>56:01 PM</u> – 10:00 PM

G. Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be off-peak.

H. Minimum Bill: Customer charge, Facilities Charge, plus Adjustments per Section 2B, Section 2C, Section 2D, Section 2G, Section 2H, and Section 2J.

I. Determination of Billing Demand: The maximum 30-minute interval demand established during the current on-peak period.

Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

In cases where Lakeland Electric elects, in its sole discretion, to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

J. Primary Voltage Service: Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage

metering point. A \$0.26 discount on the demand charge and a 4.8% discount on energy charges, taxable fuel as specified in Schedule BA-2, and the ~~environmental~~ Environmental compliance-Compliance Cost charge-Charge as specified in Schedule BA-3 will be allowed when service is delivered and metered at primary voltage.

K. Secondary Service Metered at Primary Voltage: In cases where secondary service is being supplied, but Lakeland Electric has elected, in its sole discretion, to meter the service at primary voltage, there will be a \$0.26 discount on the demand charge and a 1.0% discount applied to the demand and energy charges. No new secondary service will be constructed with metering at the primary voltage.

L. Facilities Charge: When the customer requests and Lakeland Electric agrees to furnish, install, and maintain facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities.

M. Terms and Conditions: Power factor at the time of the monthly peak demand must be maintained above 90%.

N. Temporary Discontinuance of Service: There will be no adjustments made for temporary discontinuance of service for seasonal or intermittent use of energy under this service schedule. Any customer prior to resuming service within twelve (12) months after discontinuance of service shall pay all charges which would have been billed had service been continued. Such bills shall be determined using zero (0) demand and energy meter readings for the period of service discontinuance.

O. Special Provisions:

1. When the customer increases its electrical load, which increase requires Lakeland Electric to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of Lakeland Electric.
2. Lakeland Electric may, under the provisions of this rate, at its option, require a special contract with the customer.
3. Lakeland Electric will furnish service under this rate at a single voltage through one point of delivery and measured through one meter. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.
4. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give Lakeland Electric written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless Lakeland Electric and the customer shall mutually agree to void the revocation. Transfer to another interruptible rate schedule for which the Customer is eligible is not subject to this notice provision.
5. So long as the Customer remains eligible for service under this rate schedule, Lakeland Electric shall not terminate service without sixty (60) months written notice.

6. Customers requesting service under this interruptible rate schedule must have a minimum of 500 kW of continuous demand that is available for interruption during the utility's peak or emergency conditions.
7. In the event the Customer fails to deliver the specified interruptible load, billing adjustments will be made, back to the most recent interruption by Lakeland Electric, to remove the Controlled Demand Credit. The adjustment shall be billed at a rate of 1.25 times the Controlled Demand Credit. Controlled Demand Credit is defined as the dollar value of the interruptible load offered to Lakeland Electric by the Customer, which is the product of the interruptible load specified measured in kW and the Controlled Demand Charge in \$/kW. The amount of interruptible load shall be specified in an Interruptible Electric Service Agreement.
8. Lakeland Electric may, but is not required to, purchase power and energy from other sources for the customer's use during periods when interruptions are required. Lakeland Electric, when possible, will provide advanced notification of purchases made for the Customers or as soon as practical thereafter and similar notification will be provided upon termination of such purchases. The customer will be required to pay the actual charges of such purchases, in lieu of the otherwise applicable energy charges (energy charge, capacity charge, and fuel adjustment) provided in this rate

schedule. These costs shall be based on the customer's proportionate share of a higher cost of such purchased energy plus 1.04 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule during the corresponding calendar month.

9. Lakeland Electric, when possible, will provide advanced notification when interruptions are imminent or as soon as practical, thereafter, when advanced notice is not feasible.

**SECTION 25. RATE SCHEDULE BA-5 - SMART GRID PROJECT IMPLEMENTATION**

A. The Smart Grid project implementation charge shall be 0.014¢ per kilowatt-hour for electric energy provided under all service schedules except:

- ISX-1 (Optional General Service Interruptible Time-of-Day),
- IS (General Service Interruptible Rate),
- ~~LDISX-1 (Optional Large Demand Interruptible Time-of-Day)~~
- ELDC (Extra Large Demand Customer),
- ELDCX-1 (Optional General Service Extra Large Demand Time-of-Day),
- SS-1 (Firm Supplemental and Standby),
- OL (Private Area Lighting), and
- OL-1 (Street and Roadway Lighting)

B. The above charge is effective in the first billing cycle of Fiscal Year 2011 and shall remain effective for a period of time not to exceed the term of the bonds

funding the project (fifteen years). Rate BA-5 shall be reviewed for inclusion in base rates by the first-rate study performed subsequent to full implementation of the Smart Grid project.

## **SECTION 26. FACILITIES CHARGE AGREEMENT**

When the customer requests and the utility agrees to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay monthly a facility charge in addition to the demand and energy rate. The facilities charge shall be based upon the actual costs of such facilities installed for the exclusive use of the customer. When a Facilities Charge is applicable, the Customer shall enter into a Facilities Charge Agreement in substantially the form set forth herein.

### **FACILITIES CHARGE AGREEMENT**

THIS Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), between the City of Lakeland, a Florida municipal corporation, (the "City") and \_\_\_\_ (the "Customer").

#### **WITNESSETH THAT:**

**WHEREAS**, the Customer has requested extraordinary electric facilities to service its needs; and

**WHEREAS**, the City is willing to provide the requested facilities upon the terms and conditions set forth below.

**NOW, THEREFORE**, for mutual consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. TERM.** The term of this agreement shall be ten (10) years from the date first set above.
- 2. PROVISION OF ELECTRIC FACILITIES.** The City agrees to furnish, install, and maintain the electric facilities described on Exhibit "A" at the Customer's facility located at: \_\_\_\_\_ (the "Electric Facilities"). The Customer will be required to pay a facilities charge each billing period based upon the actual cost of the Electric Facilities provided hereunder which shall be in addition to the standard charges for the electrical services provided by the City (the "Facilities Charge"). In the event of a change in ownership or the Customer ceases receiving electrical service at the Customer's location, the Facilities Charge shall be binding on Customers successors in interest at the service location.

**3. MAINTENANCE, REPAIR, AND REPLACEMENT.** The Electric Facilities provided for the benefit of the Customer shall be owned and maintained by City, and shall at all times be subject to its inspection, repair, or replacement. The City's liability to replace a particular item of equipment during the term of this Agreement is limited in the aggregate to two (2) times the original cost of the item. The Customer shall be responsible for any amounts exceeding such amount. The City shall have no responsibility for the maintenance, repair, or replacement of Customer owned facilities. All switches or other equipment with the capability of connecting two or more of the City's circuits together shall be under the sole control of the City.

**4. SECURITY AND EARLY TERMINATION CHARGES.** Within thirty (30) days of installation of the Electric Facilities, the Customer shall increase its cash deposit, bond, or irrevocable letter of credit currently held by the City as security for the Customers electric service by an amount equal to two (2) months of the Facilities Charge. In the event the Customer terminates this agreement for any reason, or the City terminates this Agreement due to a default by the Customer, the Customer shall be liable for early termination fees as follows:

- a. Year 1-5 = (Facilities Charge X 60) – Facilities Charge paid as of date of termination\*
- b. Years 6-10 = Facilities Charge X 3

\* The early termination fee for year five will be the greater of a. or b.

**5. VENUE.** This Agreement shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such state's choice of law provisions, if any, which may dictate that the law of another jurisdiction shall apply. Venue of any court proceeding arising out of or resulting from this Agreement shall be in Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa, Division.

**6. ASSIGNMENT.** Customer shall not assign this Agreement, or any rights hereunder without the prior, written consent of the City. The City shall have no obligation to provide said consent.

**7. DEFAULT.** If, during the term of this Agreement, Customer shall be in default of any of the material terms or conditions of this Agreement, file for bankruptcy protection, or make a general assignment for the benefit of creditors, the City may immediately pursue the security provided hereunder and suspend its performance until such delinquency or default has been corrected. If Customer fails to correct such delinquency or default within thirty (30) days of notice by the City, the City may terminate this Agreement and seek such the termination fees set forth in paragraph 4 above.

**8. TERMINATION.** Notwithstanding any other provision of this Agreement, the City may, upon thirty (30) days prior written notice to Customer, terminate this Agreement for its convenience, without liability to the Customer.

**9. FORCE MAJEURE.** Neither party shall be considered in default in performance of its obligations herein to the extent that performance of such obligations or any of them is delayed or prevented by force majeure. Force majeure shall include, without limitation, hostilities, revolution, civil commotion, strikes, epidemic, accident, fire, flood, wind, earthquake, explosion, blockage, or any law, proclamation, regulation, or ordinance, demand, or requirement of any government or governmental agency having or claiming to have jurisdiction over the work, or, with respect to materials purchased for the work, or over the parties hereto or other act of government or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this provision, is beyond the control and without the fault or negligence of the party seeking relief under this provision.



**10. PAYMENT.** Net bills are due when rendered and are delinquent thirty (30) days after the billing date.

**11. TERMS AND CONDITIONS.**

- a. Upon reasonable advance notice, Customer shall allow the City access and entry to Customer's property and premises during normal business hours (or at any hour in the case of a power outage or similar emergency) for the purpose making inspections of and repairs to the City's property.
- b. The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.
- c. The waiver by either Party of any default by the other Party hereunder, or the failure of either Party to, at any time, require strict compliance with any of the terms and conditions of this Agreement, shall not be deemed a waiver by such Party of any default of the other or a waiver by any such Party of its right to strict compliance by the other Party.
- d. Except as may be otherwise expressly provided, remedies provided under this Agreement shall be cumulative and in addition to any other remedies provided at law or equity.
- e. If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated, hereby, in which case the parties shall negotiate in good faith a substitute provision.
- f. This Agreement only relates to the provision of Electric Facilities identified herein. Any other requirements, rules or City practices, pertaining to providing services or facilities shall not be changed by this Agreement without express written agreement between the parties.
- g. In the event it becomes necessary for the City to bring an action to collect any amounts due under this Agreement, the Customer shall be liable for all court costs and attorney's fees incurred by the City.

**12. LIMITATION OF LIABILITY.** IN NO EVENT WILL THE CITY HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, OVERHEAD, PRODUCT, OR REVENUE. THE CITY'S AGGREGATE LIABILITY ARISING OUT OF OR RESULTING FROM THIS CONTRACT WILL NOT EXCEED THE ACTUAL COST OF THE ELECTRIC FACILITIES MULTIPLIED BY A FACTOR OF TWO (2). THIS LIMITATION OF LIABILITY WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), DELAY, OR OTHERWISE, REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE CUSTOMER FAIL FOR THEIR ESSENTIAL PURPOSE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

FOR CUSTOMER

FOR THE CITY OF LAKELAND

By: \_\_\_\_\_  
\_\_\_\_\_

By:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 27. CUSTOMER PARTICIPATION IN RENEWABLE ENERGY PROGRAM**

**Lakeland Electric Provided Photovoltaic Energy Generation:**

1. Lakeland Electric, under terms of its purchase power agreement with third parties, may cause to be installed at Customer's facilities photovoltaic (PV) equipment for the purpose of generating electricity. Commercial and Industrial Customers are eligible to participate so long as a) electric service is provided by Lakeland Electric and b) the Customer's facilities meet the site requirements.
2. Participation by the Customer is voluntary. Customer shall sign the appropriate agreement(s) to host the PV generating facilities.
3. Throughout the life of the agreement(s) in #2 above, and in lieu of other payments to the Customer for use of Customer's premise, Lakeland Electric shall pay Customer a Participation Rebate.
4. Participation Rebate shall be at the rate of 2.0¢ per kWh of PV energy generated in association with Customer's premise.
5. Lakeland Electric shall provide necessary meters.

6. Participation Rebate shall be paid monthly, and payment is usually credited against the Customer's bill for electric service.

**Lakeland Electric Provided Solar Hot Water:**

1. Lakeland Electric, under contract terms with third parties, offers its customers solar hot water. Residential Customers are eligible to participate so long as a) electric service is provided by Lakeland Electric and b) the Customer's facilities meet the site requirements.
2. Participation by the Customer is voluntary. Customers shall sign the appropriate agreement(s) for the installation of equipment.
3. Solar Hot Water Customers will be billed a monthly energy charge of \$34.95 along with the bill for electric service under all other applicable rate schedules.

**SECTION 28. MEDICALLY ESSENTIAL SERVICE**

The program is designed to provide Lakeland Electric residential customers who rely on electricity for life-sustaining equipment reasonable notification of power interruption due to scheduled maintenance or service disconnection.

To qualify for the Medically Essential Service Program, the customer must have their physician complete a form provided by Lakeland Electric stating they need electricity for life-sustaining equipment.

Lakeland Electric will not suspend electric service to a residential customer, at any time, for reason of fraud, if Lakeland Electric has been notified in writing by a licensed physician that such suspension would endanger the health of the residential customer or any member of the customer's household

without giving 48-hour notice excluding weekends and holidays. The 48-hour notice is given by a Lakeland Electric employee either by an in person contact or a door hanger if the customer is not available. The 48-hour notice will be given on all qualified Medically Essential Service Program accounts to include payment arrangements, non-sufficient funds (NSF) cutoffs and delinquent cutoffs. The program does not exempt customers from service disconnection for non-payment of utility bills.

In the event of emergency power failures due to natural causes or unforeseen system problems, the program cannot provide prior notification. In these situations, it is the customer's responsibility to have a power back-up system for their medical equipment, as well as an action plan for proceeding to the nearest medical facility.

During situations beyond Lakeland Electric's control, such as thunderstorms, tornadoes, hurricanes, vehicular accidents, or equipment failures, the customer's electric service will be restored when the crews are available. No guarantee as to service restoration can be made when the service interruption is beyond the control of Lakeland Electric.

An annual review is performed for all those listed in the program and a Medically Essential Service Program 12-month review letter is sent to the customer 60 days before the date that the re-certification is due. A brochure is sent along with the letter for re-certification from physician. If a customer does not re-certify by the date of their yearly anniversary or their physician does not validate their medical condition and/or equipment to be enrolled in the program, a Medically

Essential Service Program Removal letter is sent via certified mail to advise them that they have been removed from the program.

~~SECTION 29. RATE SCHEDULE LDISX 1 — LARGE DEMAND INTERRUPTIBLE RATE - Optional Time Of Day~~

~~SECTION 29. RESERVED FOR FUTURE USE (Closed to New Customers As of February 1, 2015)~~

~~A. Available:~~

~~—— In all territory served by Lakeland Electric.~~

~~B. Applicable:~~

~~—— To any general service customer whose highest 30-minute interval demand is 7,500 kW or greater and load factor of 95% or greater six (6) or more of the twelve (12) most recent billing periods, including the current billing period, and where service may be interrupted by Lakeland Electric. Service under this rate schedule is not offered to Customers for whom an interruption would interfere with functions necessary for the protection of public health and safety.~~

~~C. Character of Service:~~

~~—— The electric energy delivered under this schedule shall be: A-C; 60 Hertz; three phase; at the standard utility voltage offered by Lakeland Electric, but not less than 12,470 volts, referred to as Primary Voltage Service.~~

~~D. Limitation of Service:~~

~~—— Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric. Lakeland Electric reserves the right to limit the total load served under this schedule. Electric power and energy service supplied hereunder may be interrupted if required to:~~

~~—— 1) provide service to its firm power customers during periods of capacity shortages; or~~

~~—— 2) supply emergency interchange to other utilities for their firm load obligations.~~

~~Each point of delivery served hereunder shall have installed special equipment to insure immediate discontinuance of service in the event of a system disturbance. Such special equipment shall be under the sole control of Lakeland Electric.~~

~~E. Net Rate Per Month:~~

~~Customer Charge: \$380.00  
Demand Charge: \$13.59 per kW of Billing Demand  
Controlled Demand Credit: \$4.86 per kW of Controlled Demand~~

~~Energy Charge:  
On Peak : 3.422 cents per kWh  
Off Peak: 0.454 cents per kWh~~

~~All time periods stated in prevailing time.~~

~~Summer Winter  
On-Peak Hours Apr. 1 - Oct. 31 Nov. 1 - March 31  
(Monday - Friday) 1:01 PM - 10:00 PM 6:01 AM - 12:00 Noon  
and  
5:01 PM - 10:00 PM~~

~~Off-Peak Hours All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.~~

~~F. Minimum Bill:~~

~~Customer charge, Facilities Charge, plus Adjustments.~~

~~G. Adjustments:~~

~~Fuel charge, as contained in Schedule BA-1  
Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2  
10% Utility Tax inside City limits, as contained in Schedule BA-2  
10% Surcharge outside City limits, as contained in Schedule BA-2  
Environmental Compliance Cost Charge as contained in Schedule BA-3  
Polk County Public Service Tax, as adopted by Polk County  
Florida State Sales Tax, as adopted by The State of Florida  
Franchise fees levied by the Customer's unit of local government~~

#### ~~H. Determination of Billing Demand:~~

~~—— Billing demand is the maximum 30-minute interval demand established during the current on-peak period.~~

~~—— Where charges specified in a rate schedule are based upon the measured maximum 30-minute integrated demand, it is intended that such demand shall fairly represent the capacity which Lakeland Electric is required to stand ready to supply. In case of installations which use this service in a manner such that measurement over a 30-minute interval does not result in a fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.~~

~~—— In cases where Lakeland Electric elects to use connected load, instead of demand measurement, as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.~~

#### ~~I. Controlled Demand:~~

~~—— The amount recognized by the Lakeland Electric as available for interruption.~~

#### ~~J. Facilities Charge:~~

~~—— When the Customer requests and when Lakeland Electric agrees to furnish, install, and maintain facilities for the exclusive use of the Customer, such Customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge will be based upon the cost of such excess facilities.~~

#### ~~K. Terms and Conditions:~~

~~Power factor at the time of the monthly peak demand must be maintained above 90%.~~

~~L. Term of Service:~~

~~The initial Term of Service shall be sixty (60) months with automatic annual renewal of identical duration on the anniversary date of service in lieu of contract. Notice to terminate service by either party shall be in accordance with terms in the Special Provisions.~~

~~M. Special Provisions:~~

~~1. When the customer increases his electrical load, which increase requires Lakeland Electric to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of Lakeland Electric.~~

~~2. Lakeland Electric may, under the provisions of this rate, at its option, require a special contract with the customer.~~

~~3. Lakeland Electric will furnish service under this rate at a single voltage through one point of delivery and measured through one meter. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.~~

~~4. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give Lakeland Electric written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless Lakeland Electric and the customer shall mutually agree to void the revocation. Transfer to another interruptible rate schedule for which the Customer is eligible is not subject to this notice provision.~~

~~5. If Customer fails to remain eligible for service under the terms of this interruptible rate schedule Lakeland Electric shall reassign the Customer to the appropriate rate schedule until such time as the Customer re-establishes eligibility. Service so terminated may be restored after not less than six (6) months and under a new Term of Service.~~



- ~~6. So long as Customer remains eligible for service under this rate schedule Lakeland Electric shall not terminate service without sixty (60) months written notice.~~
- ~~7. In the event the Customer fails to deliver the specified interruptible load, billing adjustments will be made, back to the most recent interruption by Lakeland Electric, to remove the Controlled Demand Credit. The adjustment shall be billed at a rate 1.25 times the Controlled Demand Credit. The Customer shall be ineligible for the Controlled Demand Credit until the ability to deliver the agreed interruptible load is demonstrated.~~
- ~~8. Lakeland Electric may purchase power and energy from other sources for the customer's use during periods when interruptions are required but is not required to do so pursuant to this schedule. When possible, Lakeland Electric, will provide advanced notification of purchases made for the customer or as soon as practical thereafter and similar notification will be provided upon termination of such purchases. The customer will be required to pay the actual charges of such purchases in lieu of the otherwise applicable energy charges (energy charge, capacity charge, and fuel adjustment) provided in this rate schedule. These costs shall be based on the customer's proportionate share of a higher cost of such purchased energy plus 1.04 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule during the corresponding calendar month.~~
- ~~9. Lakeland Electric, when possible, will provide advanced notification when interruptions are eminent or as soon as practical; thereafter, when advanced notice is not feasible.~~

**SECTION 30. RESERVED FOR FUTURE USE**

**SECTION 31. RESERVED FOR FUTURE USE**

**SECTION 32. RESERVED FOR FUTURE USE**

**SECTION 33. RESERVED FOR FUTURE USE**

**SECTION 34. RESERVED FOR FUTURE USE**

**SECTION 35. MISCELLANEOUS FEES AND CHARGES**

Electric meter test: for each additional test,

in excess of one, in a 12-month period \$50.00

Cut-On Service Fees:

Initial cut-on fee (new meter)	\$ <del>4620</del> .00
Transferring cut-on fee (existing meter)	\$ <del>4620</del> .00
Delinquent cut-on fee at the electric meter	\$ <del>4620</del> .00
Delinquent cut-on fee at the electric pole	\$ <del>80100</del> .00
Cut-Off-Trip fee	\$ <del>4620</del> .00
Same day cut-fee	\$ <del>4620</del> .00
Cut-on after regular business hours	\$ <del>4550</del> .00
Energy Diversion - plus damages and hourly cost in excess of one hour	\$ <del>5560</del> .00
Saturday cut-on fee	\$ <del>4550</del> .00

Service Charges to be applied after February 28, 2013 for Change from Smart Meter Service to meter without remote interrogation capability:

Change-out from meter with remote interrogation	\$ <del>6570</del> .00
Monthly meter read fee	\$ <del>16.25</del> <u>20.00</u>
Meter re-read requested by Customer: _____	\$ <del>16.25</del> (truck) <u>\$20.00</u>
<u>Meter re-read requested by Customer: (ping)</u>	<u>\$0.00</u>
<u>Cut-on, cut-off with Remote Disconnect Meter</u>	<u>\$0.00</u>

Service Charge for Unpaid Checks and Collection Fees:

For each returned check and collection of unpaid bills	<u>Check Amount</u>	<u>Fee</u>
	\$0 - \$50.00	\$25.00
	\$50.01 - \$300.00	\$30.00
	\$300.01 - \$800.00	\$40.00
	Above \$800.00	5% of charges

Delinquent Charge: To be applied to customers' bill upon delinquency.

Due 30 days after the billing date (the greater of:) \$ 3.50 or 1 1/2% of the face value

**SECTION 36.** Ordinances 5489 and 5537 are hereby repealed. All other ordinances or parts of Ordinances in conflict herewith are also repealed.

**SECTION 37.** If any section, sub-section, sentence, clause or phrase of this Ordinance, for any reason, is held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby.

**SECTION 38.** This ordinance shall take effect October 1, 2018.

**PASSED AND CERTIFIED AS TO PASSAGE this 6<sup>th</sup> day of August, A.D.**

2018

\_\_\_\_\_  
H. WILLIAM MUTZ, MAYOR

ATTEST: \_\_\_\_\_  
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: \_\_\_\_\_  
TIMOTHY J. McCAUSLAND  
CITY ATTORNEY