ELECTRIC RATE TARIFFS

VOLUME 1

LAKELAND ELECTRIC

A DEPARTMENT OF

THE CITY OF LAKELAND, FLORIDA

Rate Tariffs As Filed With
The Florida Public Service Commission

ISSUED BY: Jeff Sprague, Manager
Pricing & Rates

DATE EFFECTIVE: 02/01/2015
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**ISSUED BY:** Jeff Sprague, Manager  
**DATE EFFECTIVE:** 02/01/2015  
**Pricing & Rates**
GENERAL DESCRIPTION OF

SERVICE AREA

Lakeland’s municipal electric system serves an area of approximately 258 square miles, all within a 15 mile radius of Lakeland. The service area is generally rectangular, 20 miles long and 13 miles wide, with the longer dimension running north and south. The western boundary of the service area is approximately 6 miles from the center of the City of Lakeland. The southern boundary is approximately 8 miles from the center of the City.

The service territory is bounded by the Withlacoochee River Electric Cooperative at the Northwest corner and the City of Bartow at the Southeast corner. The remainder of our service territory is completely surrounded by area served by Tampa Electric Company.
LIST OF COMMUNITIES SERVED

1. Eaton Park – All
2. Highland City – All
3. Polk City (Incorporated) – All
4. Kathleen – All
5. Medulla – All
6. Providence – All
7. Gibsonia – All
8. Galloway – All
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**ISSUED BY:** Jeff Sprague, Manager  
**Pricing & Rates**  
**DATE EFFECTIVE:** 02/01/2015
Available:

In all territory served by Lakeland Electric

Applicable:

To all electric service provided to single family homes, mobile homes, or apartments 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. After October 1, 2015 new service will be prohibited for a Customer with a solar electric system interconnected with Lakeland Electric (see applicable demand rate schedule). Existing customers as of this date may maintain service under this rate scheduled through September 30, 2025.

All Service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Standby service or resale not permitted under this rate schedule.

Net Rate per Month:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$9.50</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td></td>
</tr>
<tr>
<td>up to 1,000 kWh</td>
<td>5.085¢/kWh</td>
</tr>
<tr>
<td>from 1,001 to 1,500 kWh</td>
<td>5.646¢/kWh</td>
</tr>
<tr>
<td>all above 1,500 kWh</td>
<td>6.207¢/kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: Customer charge, plus Adjustments.

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
Smart Grid Project Implementation as contained in Schedule BA-5
Polk County Service Tax, as adopted by Polk County
Franchise fees levied by Customer’s unit of local government

Payment:

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

Terms and Conditions: Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
Available:

In all territory served by Lakeland Electric based on equipment availability.

Applicable:

To all electric service provided to single family homes, mobile homes, or apartments 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. After October 1, 2015 service is no longer available for a Customer with a solar electric system interconnected with Lakeland Electric (see applicable demand rate schedule).

All Service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule.

Net Rate per Month:

Customer Charge: $ 9.50
Energy Charge:

On-Peak: 12.893¢ per kWh
Mid-Peak: 7.736¢ per kWh
Off-Peak: 2.331¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th>Period</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Peak Hours</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td>(Monday-Friday)</td>
<td>2:01 PM - 8:00 PM</td>
<td>6:01 AM - 10:00 AM</td>
</tr>
<tr>
<td>Mid-Peak Hours</td>
<td>12:01 PM - 2:00 PM and</td>
<td>10:01 AM - 12:00 Noon and</td>
</tr>
<tr>
<td></td>
<td>8:01 PM - 10:00 PM</td>
<td>8:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 6.1.1)
(Continued from Sheet No. 6.1)

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.

Minimum Bill:

Customer Charge, plus Adjustments.

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
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax as adopted by Polk County
- Franchise fees levied by the Customer’s unit of local government

Payment:

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

Terms and Conditions:

1. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
2. Customers who select 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.
THIS SHEET LEFT BLANK FOR FUTURE USE
THIS SHEET LEFT BLANK FOR FUTURE USE
**Available:**

In all territory served by the Electric Department.

**Applicable:**

To all electric service provided to single family homes, mobile homes, or apartments 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 beginning October 1, 2015 for new customer or October 1, 2025 for existing customers. Otherwise, service hereunder is available at the customer’s option.
2. 100% of the energy used is exclusively for the Customer’s benefit.
3. 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. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

**Character of Service:**

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

**Limitation of Service:**

Standby service or resale not permitted under this rate schedule.

**Net Rate Per Month:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>$9.50</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>$4.80 per kW of Billing Demand</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>2.232¢ per kWh</td>
</tr>
</tbody>
</table>

**Minimum Bill:**

Customer charge, demand charge, plus Adjustments.

**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
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- Polk County Service Tax, as adopted by Polk County
- Franchise fees levied by Customer’s unit of local government

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<tr>
<td>RESIDENTIAL SERVICE DEMAND</td>
<td>Page 2 of 2</td>
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(Continued from Sheet No. 6.3)

Payment:

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

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.

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
Available:

In all territory served by the Electric Department.

Applicable:

1. To any general service customer whose metered demand, or any general service customer without a demand meter, whose connected load does not exceed 49 kW, for more than two out of the twelve (12) most recent monthly billing periods, including the current billing period.
2. For Temporary Construction Power.
3. After October 1, 2015 new service will be prohibited for a general service customer with a solar electric system interconnected with Lakeland Electric (See applicable rate schedule. Existing customers as of this date may maintain service under this rate schedule through September 30, 2025. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

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.

Limitation of Service:

Not available for breakdown, standby, supplementary or resale service.

Connect and Disconnect Charge:

The connect and disconnect charge for Temporary Construction Power shall be $125 per pole payable with deposit at the time of application.

Net Rate per Month:

<table>
<thead>
<tr>
<th>Customer Charge:</th>
<th>$12.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Charge:</td>
<td>4.974¢ per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill:

Customer charge, plus Adjustments.

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
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax, as adopted by Polk County
- Florida State Sales Tax, as adopted by The State of Florida

(Continued to Sheet No. 7.0.1)
Payment:

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

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk. 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.

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.

Sports or Athletic Fields:

Sports or athletic fields which are operated by governmental or non-profit organizations and which have measured demand 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:

<table>
<thead>
<tr>
<th>Net Rate Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
</tr>
<tr>
<td>Energy Charge:</td>
</tr>
<tr>
<td>Minimum Bill:</td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 7.0.2)
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 field not using high efficiency lights on the effective date of this rate schedule is included in this provision, provided however, that any replacement or change in the lights after the effective date of this rate schedule shall be to high efficiency lights pursuant to a plan theretofore filed with and approved by Lakeland Electric. Any such plan must provide for a complete change to high efficiency lights within five years of the effective date of this rate schedule. To be eligible for service under this provision, the non-profit organization, or governmental agency, shall file a plan within sixty (60) days of the effective date of this provision (4/1/83), or on the date of being first provided with electrical service, whichever is later. Any organization or agency failing to file such plan, or not complying with the plan approved for that organization or agency, shall be ineligible for service under this provision and shall immediately convert to the regular customer classification under the applicable rate schedule based upon that customer's demand on the electric system and shall be liable for any and all charges under the applicable rate schedule, thereafter, including demand charges.
Available:

In all territory served by Lakeland Electric based on equipment availability.

Applicable:

1. To any general service customer whose metered demand, or any general service customer without a demand meter, whose connected load does not exceed 49 kW, for more than two out of twelve (12) most recent monthly billing periods, including the current billing period.
2. After October 1, 2015 service is no longer available for a general service customer with a solar electric system interconnected with Lakeland Electric (see applicable demand rate schedule).

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

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.

Limitation of Service:

Resale not permitted under this rate schedule.

Net Rate Per Month:

Customer Charge: $ 12.00

Energy Charge:

On-Peak: 12.435¢ per kWh
Mid-Peak: 7.461¢ per kWh
Off-Peak: 2.260¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th>On-Peak Hours</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Monday - Friday)</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td>2:01 PM - 8:00 PM</td>
<td>6:01 AM - 10:00 AM</td>
<td></td>
</tr>
<tr>
<td>Mid-Peak Hours</td>
<td>12:01 PM - 2:00 PM</td>
<td>10:01 AM - 12:00 Noon</td>
</tr>
<tr>
<td>and</td>
<td>and</td>
<td>and</td>
</tr>
<tr>
<td>8:01 PM - 10:00 PM</td>
<td>8:01 PM - 10:00 PM</td>
<td></td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 7.1.1)
Definitions of the Time-of-Day Periods: (Continued)

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.

Minimum Bill:

Customer charge, plus adjustments.

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
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax, as adopted by Polk County
- Florida State Sales Tax, as adopted by The State of Florida

Payment:

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

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.

(Continued to Sheet No. 7.1.2)
Terms and Conditions:

1. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
2. 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.
**RATE SCHEDULE GSBD**

**GENERAL SERVICE BUSINESS DEMAND**

**Available:**

In all territory served by Lakeland Electric.

**Applicable:**

1. To any general service customer whose metered demand or whose connected load does not exceed 49 kW, for more than two out of twelve (12) most recent monthly billing periods, including the current billing period.
2. For Temporary Construction Power.
3. General Service customers with solar electric systems interconnected with Lakeland Electric, beginning October 1, 2015 for new general service customers and after September 30, 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.

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

**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.

**Limitation of Service:**

Not available for breakdown, standby, supplementary or resale service.

**Connect and Disconnect Charge:**

The connect and disconnect charge for Temporary Construction Power shall be $125 per pole payable with deposit at the time of application.

**Net Rate per Month:**

- **Customer Charge:** $12.00
- **Demand Charge:** $4.83 per kW of Billing Demand
- **Energy Charge:** 1.986¢ per kWh

**Minimum Bill:**

Customer charge, demand charge, plus Adjustments

(Continued to Sheet No. 7.1.4)
Adjustments:

- Fuel charge, as contained in Schedule BA-1
- Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2
- 10 percent Utility Tax inside City limits, as contained in Schedule BA-2
- 10 percent Surcharge outside City limits, as contained in Schedule BA-2
- Environmental Compliance Cost Charge as contained in Schedule BA-3
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax, as adopted by Polk County
- Florida State Sales Tax, as adopted by The State of Florida

Payment:

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

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.

Terms and Conditions:

1. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
2. 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.
Available:

In all territory served by the Electric Department.

Applicable:

To (a) any general service customer whose highest measured 30-minute interval demand has equaled or exceeded 50 kW 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, or (b) for Temporary Construction Power where the measured demand or connected load equals or exceeds 50 kW or (c) for customers not receiving service under (a) or (b) above and at the option of the customer, to customers with demands at any level below 50 kW who agree to pay the “minimum bill” as described below for at least twelve (12) months. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Not available for breakdown, standby, supplementary or resale service.

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.

Net Rate per Month:

<table>
<thead>
<tr>
<th>Character</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>$35.00</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>$ 8.00 per kW of Billing Demand</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>1.911¢ per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill:

Customer charge, demand charge, facilities charge, plus Adjustments.

(Continued to Sheet No. 7.2.1)
<table>
<thead>
<tr>
<th>Adjustments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel charge, as contained in Schedule BA-1</td>
</tr>
<tr>
<td>Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2</td>
</tr>
<tr>
<td>10% Utility Tax inside City limits, as contained in Schedule BA-2</td>
</tr>
<tr>
<td>10% Surcharge outside City limits, as contained in Schedule BA-2</td>
</tr>
<tr>
<td>Environmental Compliance Cost Charge as contained in Schedule BA-3</td>
</tr>
<tr>
<td>Smart Grid Project Implementation as contained in Schedule BA-5</td>
</tr>
<tr>
<td>Polk County Public Service Tax, as adopted by Polk County</td>
</tr>
<tr>
<td>Florida State Sales Tax, as adopted by The State of Florida</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net bills are due when rendered and are delinquent thirty (30) days after the billing date.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Determination of Billing Demand:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.</td>
</tr>
</tbody>
</table>

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.

(Continued to Sheet No. 7.2.2)
Primary Voltage Service:

Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at the 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 non-exempt fuel as specified in Schedule BA-2, charges and on the Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

Customers who were eligible to receive a discount under the "Transformer Ownership Discount" provision which was in effect prior to April 1, 1983, will continue to receive the 4.8% discount, but Lakeland Electric will make no additions to, and/or increases in capacity of, its lines, service drops, etc., beyond the metering point.

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 applied to the demand charge and 1% applied to energy, plus non-exempt fuel as specified in Schedule BA-2, charges and to the Schedule BA-3 charge. This discount may be changed on an individual customer basis if justified by special circumstances, equipment or operation of the customer's facilities. No new secondary service will be constructed with metering at the primary voltage.

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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.

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.
Available:

In all territory served by Lakeland Electric based on equipment availability.

Applicable:

To any general service customer whose highest measured 30-minute interval demand has equaled or exceeded 50 kW 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. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

1. Resale not permitted under this rate schedule.
2. General Service Customers with interconnected solar electric systems shall take service under the applicable demand rate schedule.

Net Rate per Month:

Customer Charge: $35.00
Demand Charge: $8.00 per kW of Billing Demand

Energy Charge:
On-Peak: 4.778¢ per kWh
Off-Peak: 0.406¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th>On-Peak Hours</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Monday - Friday)</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td></td>
<td>1:01 PM - 10:00 PM</td>
<td>6:01 AM - 12:00 Noon</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 7.3.1)
# RATE SCHEDULE GSX-2

## SHIFT TO SAVE

### GENERAL SERVICE DEMAND

#### OPTIONAL TIME-OF-DAY

(Continued from Sheet No. 7.3)

Definitions of the Time-of-Day Periods: (Continued)

<table>
<thead>
<tr>
<th>Off-Peak Hours</th>
<th>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</th>
</tr>
</thead>
</table>

Minimum Bill:

Customer charge, demand charge, facilities charge, plus Adjustments.

Payment:

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

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
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax, as adopted by Polk County
- Florida State Sales Tax, as adopted by The State of Florida

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.

(Continued to Sheet No. 7.3.2)
Determination of Billing Demand: (Continued)

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.

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 non-exempt fuel as specified in Schedule BA-2, charges and on the Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

Customers who were eligible to receive a discount under the "Transformer Ownership Discount" provision which was in effect prior to April 1, 1983, will continue to receive the 4.8% discount but the Electric Department will make no additions to and/or increases in capacity of its lines, service drops, etc., beyond the metering point.

Secondary Service Metered at Primary Voltage:

In cases where secondary service is being supplied and the Electric Department has elected to meter the service at primary voltage, there will be discounts of $0.26 applied to demand and 1% applied to energy, plus non-exempt fuel as specified in Schedule BA-2, charges and to the Schedule BA-3 charge. This discount may be changed on an individual customer basis if justified by special circumstances, equipment or operation of the customer's facilities. No new secondary service will be constructed with metering at the primary voltage.

(Continued to Sheet No. 7.3.3)
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 will be based upon the cost of such excess facilities.

Terms and Conditions:

1. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
2. 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.
SHEET LEFT BLANK FOR FUTURE USE
RATE SCHEDULE GSDL
GENERAL SERVICE LARGE DEMAND

Available:
In all territory served by Lakeland Electric.

Applicable:
To any general service customer whose highest 30-minute interval demand exceeds 499 kW three or more of the twelve (12) most recent monthly billing periods, including the current billing period. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

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

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

Net Rate per Month:

Customer Charge: $380.00
Demand Charge: $9.34 per kW of Billing Demand
Energy Charge: 1.492¢ per kWh

Minimum Bill:
Customer charge, demand charge, Facilities Charge, plus Adjustments.

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
Smart Grid Project Implementation as contained in Schedule BA-5
Polk County Public Service Tax, as adopted by Polk County
Florida State Sales Tax, as adopted by The State of Florida

(Continued to Sheet No. 8.0.1)
Payment:

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

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 the Department 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.

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 charges and a 4.8% discount on energy, plus non-exempt fuel as specified in Schedule BA-2, charges and on Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

Customers who were eligible to receive a discount under the "Transformer Ownership Discount" provision which was in effect prior to
Primary Voltage Service: (Continued)

April 1, 1983, will continue to receive the 4.8% discount, but Lakeland Electric will make no additions to, and/or increases in capacity of, its lines, service drops, etc., beyond the metering point.

Secondary Service Metered at Primary Voltage:

In cases where secondary service is being supplied, but Lakeland Electric has elected to meter the service at primary voltage, there will be discounts of $0.26 applied to the demand charge and 1% applied to energy, plus non-exempt fuel as specified in Schedule BA-2, charges and to the Schedule BA-3 charge. This discount may be changed on an individual customer basis if justified by special circumstances, equipment or operation of the customer's facilities. No new secondary service will be constructed with the metering at the primary voltage.

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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
RATE SCHEDULE GSX-3
SHIFT TO SAVE
GENERAL SERVICE LARGE DEMAND
OPTIONAL TIME OF DAY

Available:

In all territory served by Lakeland Electric based on equipment availability.

Applicable:

To any general service customer whose highest 30-minutes interval demand exceeds 499 kW three or more out of the twelve (12) most recent monthly billing periods including the current billing period. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule.

Net Rate per Month:

Customer Charge: $380.00
Demand Charge: $9.34 per kW of Billing Demand
Energy Charge:
   On-Peak: 3.730¢ per kWh
   Off-Peak: 0.556¢ per kWh

(Continued to Sheet No. 8.1.1)
Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th></th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Peak Hours</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td>(Monday - Friday)</td>
<td>1:01 PM - 10:00 PM</td>
<td>6:01 AM - 12:00 Noon</td>
</tr>
<tr>
<td></td>
<td>and</td>
<td>5:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>
| 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.

Minimum Bill:

Customer charge, demand charge, facilities charge, plus Adjustments.

Payment:

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

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
- Smart Grid Project Implementation as contained in Schedule BA-5
- Polk County Public Service Tax, as adopted by Polk County
- Florida State Sales Tax, as adopted by The State of Florida

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.
Determination of Billing Demand: (Continued)

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.

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 non-exempt fuel as specified in Schedule BA-2, charges and on Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

Facilities Charge:

When the customer required 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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time on file with the City Clerk.
THIS SHEET LEFT BLANK FOR FUTURE USE
THIS SHEET LEFT BLANK FOR FUTURE USE
RATE SCHEDULE ISX-1
SHIFT TO SAVE GENERAL SERVICE
INTERRUPTIBLE RATE
OPTIONAL TIME-OF-DAY

(Continued to Sheet No. 8.2.1)
Notice of Interruption:

In the event an interruption is called in response to Limitation of Service, Lakeland Electric will attempt to provide no less than 30 minutes’ notice. Notice of less than 30 minutes may be given if necessary to prevent loss of power to firm service customers.

Net Rate per Month:

Customer Charge: $ 380.00
Demand Charge: $ 9.45 per kW of Billing Demand
Controlled Demand Credit: $ 4.86 per kW of Controlled Demand

Energy Charge:
- On Peak: 3.730¢ per kWh
- Off Peak: 0.556¢ per kWh

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th>On-Peak Hours</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Monday - Friday)</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td></td>
<td>1:01 PM - 10:00 PM</td>
<td>6:01 AM - 12:00 Noon and 5:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>

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.

Minimum Bill:
Customer charge, Facilities Charge, demand charge, plus Adjustments.

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

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

(Continued to Sheet No. 8.2.2)
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 know 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.

Controlled Demand:

The amount recognized by the Electric Department as available for interruption.

Delivery Voltage Discounts:

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 per KW metering voltage discount on demand charges and a 4.8% discount on energy, plus non-exempt fuel as specified in Schedule BA-1, charges and on Schedule BA-3 charges will be allowed when service is delivered and metered at primary voltage.

(Continued to Sheet No. 8.2.3)
Delivery Voltage Discounts (cont.):

Secondary Service Metered at Primary Voltage:

In cases where secondary service is being supplied, but Lakeland Electric has elected to meter the service at primary voltage, there will be discounts of $0.26 applied to the demand charge and 1% applied to energy, plus non-exempt fuel as specified in Schedule BA-1, charges and to the Schedule BA-3 charge. No new secondary service will be constructed with metering at the primary voltage.

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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.

Temporary Discontinuance on 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.

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.

(Continued to Sheet No. 8.2.4)
Special Provisions: (Continued)

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 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 the 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.
RATE SCHEDULE IS
GENERAL SERVICE
INTERRUPTIBLE RATE
(Closed to New Business As of February 1, 2015)

Available:

In all territory served by Lakeland Electric.

Applicable:

To any customer qualified by the conditions set forth in this schedule and otherwise eligible for service under Schedule GSLD where the total metered demand is 1,000 kW or greater 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. Lakeland Electric reserves the right to limit the total load served under this schedule.

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.

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric, and may be interrupted if electric power and energy delivered hereunder is 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.

Notice of Interruption:

In the event an interruption is called in response to Limitation of Service, Lakeland Electric will attempt to provide no less than 30 minutes’ notice. Notice of less than 30 minutes may be given if necessary to prevent loss of power to firm service customers.

Net Rate Per Month:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$380.00</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$9.45</td>
</tr>
<tr>
<td>Controlled Demand Credit</td>
<td>$4.86</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>1.492¢</td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 8.3.1)
Minimum Bill:

Customer charge, Facilities Charge, demand charge, plus Adjustments,

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

Payment:

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

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.

Controlled Demand:

The amount recognized by the Electric Department as available for interruption.

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.

(Continued to Sheet 8.3.2)
Primary Voltage Service: (cont.)

A $0.26 per KW metering voltage discount on demand charges and a 4.8% discount on energy, plus non-exempt fuel as specified in Schedule BA-1, charges and on Schedule BA-3 charges will be allowed when service is delivered and metered at primary voltage.

Secondary Service Metered at Primary Voltage:

In cases where secondary service is being supplied, but Lakeland Electric has elected to meter the service at primary voltage, there will be discounts of $0.26 applied to the demand charge and 1% applied to energy, plus non-exempt fuel as specified in Schedule BA-1, charges and to the Schedule BA-3 charge. No new secondary service will be constructed with metering at the primary voltage.

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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric - from time to time and on file with the City Clerk.

Temporary Discontinuance on 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.

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.

(Continued to Sheet No. 8.3.3)
<table>
<thead>
<tr>
<th>Special Provisions: (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>6. Customers requesting service under this interruptible rate schedule must have a minimum of 500 kW of demand that is available for interruption during the utility's peak or emergency conditions.</td>
</tr>
<tr>
<td>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 the 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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
THIS SHEET LEFT BLANK FOR FUTURE USE
SHEET LEFT BLANK FOR FUTURE USE
RATE SCHEDULE ELDC
EXTRA LARGE DEMAND CUSTOMER

Available:

In all territory served by Lakeland Electric.

Applicable:

To any general service customer whose highest 30-minute interval demand exceeds 5,000 kW three or more of the twelve (12) most recent monthly billing periods, including the current billing period. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Not available for breakdown, standby, supplementary or resale service.

Net Rate per Month:

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>$380.00</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>$10.37 per kW of Billing Demand</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>0.205¢ per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill:

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

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

(Continued to Sheet No. 8.6.1)
PAYMENT:

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

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 the Department 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.

(Continued to Sheet No. 8.6.2)
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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
RATE SCHEDULE ELDCX-1
SHIFT TO SAVE
EXTRA LARGE DEMAND CUSTOMER
OPTIONAL TIME OF DAY

Available:

In all territory served by Lakeland Electric based on equipment availability.

Applicable:

To any general service customer whose highest 30-minutes interval demand exceeds 5,000 kW three or more out of the twelve (12) most recent monthly billing periods including the current billing period. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

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 Department.

Net Rate per Month:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$380.00</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$10.37 per kW of Billing Demand</td>
</tr>
<tr>
<td>Energy Charge</td>
<td></td>
</tr>
<tr>
<td>On-Peak</td>
<td>0.205¢ per kWh</td>
</tr>
<tr>
<td>Off-Peak</td>
<td>0.205¢ per kWh</td>
</tr>
</tbody>
</table>

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

<table>
<thead>
<tr>
<th>Period</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Peak Hours</td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td>(Monday - Friday)</td>
<td>1:01 PM - 10:00 PM</td>
<td>6:01 AM - 12:00 Noon and 5:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>
| 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.

(Continued to Sheet No. 8.7.1)
Minimum Bill:

Customer charge, demand charge, facilities charge, plus Adjustments.

Payment:

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

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

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.

(Continued to Sheet No. 8.7.2)
Transmission Voltage Service:

Service at 69 KV or above shall include a credit for Local Distribution Charge applied to Billing Demand where service is provided solely from the transmission system.

Facilities Charge:

When the customer required 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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time on file with the City Clerk.
RATE SCHEDULE LDIX-1
SHIFT TO SAVE
LARGE DEMAND INTERRUPTIBLE RATE
OPTIONAL TIME OF DAY
(Closed to New Customers As of February 1, 2015)

Available:

In all territory served by Lakeland Electric.

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. Lakeland Electric reserves the right to limit the total load served under this schedule.

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.

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric. 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.

Notice of Interruption:

In the event an interruption is called in response to Limitation of Service, Lakeland Electric will attempt to provide no less than 30 minutes’ notice. Notice of less than 30 minutes may be given if necessary to prevent loss of power to firm service customers.

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.

<table>
<thead>
<tr>
<th>On-Peak Hours</th>
<th>Summer</th>
<th>Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr. 1 - Oct. 31</td>
<td>Nov. 1 - March 31</td>
</tr>
<tr>
<td>(Monday - Friday)</td>
<td>1:01 PM - 10:00 PM</td>
<td>6:01 AM - 12:00 Noon and 5:01 PM - 10:00 PM</td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 8.8.1)
RATE SCHEDULE LDISX-1
SHIFT TO SAVE
LARGE DEMAND INTERRUPTIBLE RATE
OPTIONAL TIME OF DAY

(Continued from Sheet No. 8.8)

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.

Minimum Bill:
Customer charge, Facilities Charge, demand charge, plus Adjustments.

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

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

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.

Controlled Demand:
The amount recognized by the Lakeland Electric as available for interruption.

(Continued to Sheet No. 8.8.2)
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.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric - from time to time and on file with the City Clerk.

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.

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.

(Continued to Sheet No. 8.8.3)
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 the 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.
Available:

In all territory served by Lakeland Electric, based on equipment availability.

Applicable:

To Residential and Commercial Customers who construct and/or operate a photovoltaic array connected in parallel with Lakeland Electric’s power distribution system (hereafter “System”) through the Customer’s connection to the meter at or on the Property; and there are electrical safety, power quality, and other issues with such an installation.

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.

Limitation of Service:

To residential customers who install photovoltaic (PV) systems up to 10 kilowatts (kW) in capacity and to commercial customers who install PV systems up to 500 kW in capacity. At present, there is no limit on the total net-metered capacity allowed in Lakeland Electric's service territory. This is subject to change at the sole discretion of Lakeland Electric.

Resale not permitted under this rate schedule. Lakeland Electric reserves the right to limit the number of new customers served hereunder and service is subject to the availability of net metering equipment.

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 Department.

Definitions:

1. **Interconnection of a PV System**
   PV interconnection occurs when a solar powered generating system is installed on the customer side of the utility meter and operates in parallel with the utility’s electrical service to the property. The energy produced by this generator is primarily intended to offset part or all of a customer’s annual electricity requirements.

2. **Net Metering**
   Lakeland Electric net metering is the condition where the energy being received from a customer-owned generator is metered separately from the energy being delivered to the customer and is credited back to the customer at the full retail rate.

Rules and Requirements:

To receive electric service under this Net Metering Service schedule, now, therefore, for and in consideration of the mutual covenants and agreements the Customer hereby agrees as follows:

1. Lakeland Electric agrees that the photovoltaic generator, as specified in the “Application and Compliance Form”, may be connected in parallel with the distribution system once the following conditions are met;

   (Continued to Sheet No. 10.0.1)
a. The installation is in compliance with all provisions in the “Interconnection Requirements for Photovoltaic Systems” document, hereby made a part of this document.
b. The “Hold Harmless/Indemnification” form has been signed by both parties.
c. The “Application and Compliance Form” document is completed and signed by the appropriate Electrical Inspector and Lakeland Electric.

2. This Agreement applies solely to Customer’s PV system at or on the Property.

3. Prior to operation, Lakeland Electric reserves the right to inspect the PV system installation to ensure compliance with the standards and codes noted in the “Interconnection Requirements for Photovoltaic Systems” document. If Lakeland Electric chooses to exercise this option, it agrees to inspect and, if the system is in compliance, provide written approval of the interconnection (using the Application and Compliance Form) within ten (10) working days following the request for inspection and approval. Parallel operation of the photovoltaic system with the grid shall not be begun without Lakeland Electric’s approval.

4. Lakeland Electric reserves the right to refuse to accept electric power from the PV system under extreme conditions as described below. If Lakeland Electric chooses to exercise this option, which may involve physically disconnecting Lakeland Electric’s system from the PV system, it agrees to make reasonable efforts to notify the Customer when such conditions exist or are anticipated to exist, and to reconnect when the adverse conditions no longer exist. Examples of conditions that may lead to disconnection include:
   a. City System emergencies and/or maintenance requirements,
   b. Hazardous conditions existing on the PV system or its protective equipment,
   c. Adverse effects of the PV system’s operation on the Lakeland Electric System, or on other City customers, or
   d. Failure of the PV system to comply with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over Lakeland Electric, generating equipment or operation.

5. If the kWh delivered to the Lakeland Electric system exceeds the kWh delivered to the Customer’s load in a billing cycle, a credit for the net kWh delivered to Lakeland Electric’s system shall be carried forward to the next billing cycle. Credits may accumulate and be carried forward for a moving 12 month period. The moving 12 month period is defined as ending in the current billing cycle and starting same month last year plus one month. In no event shall the Customer be paid for excess energy delivered to the Lakeland Electric system at the end of the 12 month moving period.

6. The customer acknowledges that there may be green energy attributes, called Tradable Renewable Energy Credits, which are derived from the energy generated by these systems. The Customer agrees that Lakeland Electric retains full rights and ownership to these credits.

7. City reserves the right to terminate this Agreement with or without cause with 30 calendar days written notice.

8. Any material default of this Agreement by the Customer shall allow City to immediately terminate this Agreement and disconnect the Customer’s PV system from City’s System.

9. The Customer agrees to immediately notify City in writing if the Customer:
   a. Sells the Property.
   b. Makes a change to the PV system.
   c. Sells the PV system or a portion thereof.
   d. Performs maintenance on the PV system that may have an impact on Lakeland Electric’s system.

(Continued to Sheet No. 10.0.2)
10. Insurance and Indemnification. The Customer shall provide proof of and maintain at all times a general liability insurance policy for personal and property damage in the amount of at least $100,000. A standard business policy in at least this amount may meet this requirement. Customer shall properly execute the Indemnification Agreement in the exact form as provided and deliver it to Lakeland Electric upon submitting the Application and Compliance Form.

Special Provisions:

1. At each net metering location the utility will replace the customer’s existing meter with a meter that is equipped with two separate registers. This meter will record:
   a. All energy being delivered to the property on one register and
   b. All energy being received from the property on the second register.

2. It is the intention of the program that the customer shall be charged for all of the energy recorded on the first register and be issued a credit for all of the energy that is recorded on the second register. This credit will appear as a separate line item on the monthly bill.

3. The utility may also require, at its option, a second meter to register the total output of the solar PV generator. This meter will be read monthly by the meter readers; however, it will be a non-billing meter.

4. Upon termination of service the customer will receive compensation at the full retail rate for any accumulated credit from the utility at that time. Under no circumstances will any credits be transferred to another location.

Terms and Conditions:

1. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time on file with the City Clerk.

2. Rates, minimum bill, adjustments and payment definitions and stipulations shall apply as prescribed in the appropriate standard rate schedule.
SHEET LEFT BLANK FOR FUTURE USE
THIS SHEET LEFT BLANK FOR FUTURE USE
Available:

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

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
3. 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 its other customers.

Character of Service:

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

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.

(Continued to Sheet No. 11.2.1)
RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

(Continued from Sheet No. 11.2)

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 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.

Net Rate Per Month:

**Supplemental Service**

Will be served at Lakeland Electric’s otherwise applicable rate.

**Maintenance and Back-Up Charges**

- **Customer Charge:** $400.00
- **Reservation Charge:** Monthly $1.49 per kW of Contract Standby Billing Demand
- **Daily Demand Charge:** $0.78 per kW day of actual demand
- **Local Distribution Charge:** $3.22 per kW of Contract Standby Billing Demand

Note: Local Distribution Charge is not applicable when electric service is provided solely from the transmission system.

- **Energy Charge:**
  - 0.212¢ per kWh
  - 0.371¢ per kWh (On-Peak Time of Day)
  - 0.106¢ per kWh (Off-Peak Time of Day)

**Minimum Bill:**

Customer charge, reservation charge, facilities charge plus Adjustments.

The billing demand charge for all kW up to the maximum contracted standby requirements for each month will be billed at the maximum of:

$5.94 per kW-month times the contracted standby demand requirements (reservation charge) or 0.71¢ per kW-day of actual standby demand delivered.

All kW between the actual standby demand and the contract demand will be billed at $5.94 per kW-month.

(Continued to Sheet No. 11.2.2)
Determination of Billing Demand:

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 changes are made to the tariff agreement and the agreement executed by both parties.

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.

Supplemental Demand - Determined for each 30-minute interval as the net 30-minute integrated demand delivered by the Lakeland Electric minus the standby demand for the 30-minute period.

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 the Department 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.
Definitions of the Time-of-Day Periods:

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<th>Summer</th>
<th>Winter</th>
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<tr>
<td>On-Peak Hours</td>
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<td>Nov. 1 - March 31</td>
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<tr>
<td></td>
<td></td>
<td>5:01 PM-10:00 PM</td>
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<tr>
<td>Off-Peak Hours</td>
<td>All other weekday hours,</td>
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<td></td>
<td>and all hours on</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Saturdays, Sundays, New</td>
<td></td>
</tr>
</tbody>
</table>

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 1% discount on energy, plus non-exempt fuel as specified in Schedule BA-2, charges and on the Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

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 will be based upon the cost of such excess facilities.

Terms and Conditions:

Power factor at the time of the monthly peak demand must be maintained above 90%. Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
(Continued from Sheet No. 11.2.3)

Terms and Conditions: (continued)

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 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.

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
Smart Grid Project Implementation as contained in Schedule BA-5
Polk County Public Service Tax, as adopted by Polk County
Florida State Sales Tax., as adopted by The State of Florida

Payment:

Net bills are due when rendered and delinquent 30 days after the billing date.
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 EDR 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 EDR 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 General Service Customer may not make application under Rider EDR 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 General Service Customer may be allowed to fulfill the balance of the contract under Rider EDR 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 General Service Customer or by an existing General Service Customer who expands its operations and increases demand, i.e. the net incremental load above that which existed prior to the Service Agreement.

(Continued to Sheet No. 11.3.1)
Description:

A credit based on the percentages below will be applied to the base Demand Charge and base 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 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 termination.

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.

Rules and Regulations:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk.
Available:
In all territory served by Lakeland Electric.

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

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

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<tr>
<th>FIXTURE TYPE</th>
<th>WATTS</th>
<th>LUMENS</th>
<th>CHARGE PER FIXTURE ($)</th>
<th>KWH/MO. ASSUMED</th>
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(Continued to Sheet No. 13.0.1)
RATE SCHEDULE OL
PRIVATE AREA LIGHTING

(Continued from Sheet No. 13.0)

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<th>FIXTURE TYPE</th>
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<th>CHARGE PER FIXTURE ($)</th>
<th>KWH/MO. ASSUMED</th>
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(Continue to Sheet No. 13.0.2)
Discrete Private Area Lighting Charges A, B, & C above, in any combination are subject to a $1.12 per month service charge.

1 Used with the 16’ Aluminum Pole
2 Used with the 14’ Fiberglass Pole
3 Used with the 13’ Decorative Concrete Pole
4 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.

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

Adjustments:
   Fuel charge as contained in Schedule BA-1 (Fuel charge is applied to the Assumed kWh per fixture)
   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

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

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.

   (Continued on Sheet No. 13.0.3)
RATE SCHEDULE OL
PRIVATE AREA LIGHTING

(Continued from Sheet No. 13.0.2)

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

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<th>Pole Type</th>
<th>Monthly Charge</th>
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<tbody>
<tr>
<td>30’ Wood Pole</td>
<td>$ 2.07</td>
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<td>30’ concrete pole (white)</td>
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<td>35’ Commercial Concrete</td>
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<tr>
<td>50’ Commercial Concrete</td>
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<td>40’ Commercial Dbl Arm Alu</td>
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<td>50’ Commercial Dbl Arm Aluminum</td>
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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.
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

<table>
<thead>
<tr>
<th>FIXTURE TYPE</th>
<th>WATTS LUMENS</th>
<th>CHARGE PER FIXTURE ($)</th>
<th>KWH/MO. ASSUMED</th>
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<tr>
<td></td>
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<td>Service Options⁴</td>
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<tr>
<td>High Pressure Sodium – Residential</td>
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<tr>
<td>Suburban</td>
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<td>2.33 0.63 1.54 5.62</td>
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<tr>
<td>Coachlight¹ (Decorative)</td>
<td>70 5800</td>
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<tr>
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<tr>
<td>Roadway</td>
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<tr>
<td>Directional</td>
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(Continued to Sheet No. 13.1.1)
<table>
<thead>
<tr>
<th>FIXTURE TYPE</th>
<th>WATTS</th>
<th>LUMENS</th>
<th>FIXTURE ($)</th>
<th>ASSUMED</th>
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<td><strong>High Pressure Sodium – Commercial</strong></td>
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<td>21000</td>
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<tr>
<td>Turnpike</td>
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<td>21000</td>
<td>13.78</td>
<td>B</td>
</tr>
<tr>
<td>Turnpike</td>
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<td>36000</td>
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</tr>
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<td>Interstate</td>
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<td>15.16</td>
<td>D</td>
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<td><strong>Metal Halide – Commercial</strong></td>
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<td>5800</td>
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<td>Solar (closed)</td>
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<td>4100</td>
<td>40.33</td>
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<td>Lake Mirror</td>
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<td>5800</td>
<td>40.46</td>
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<tr>
<td>Street Scape Single</td>
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<tr>
<td>Turnpike</td>
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<td>21000</td>
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<td>B</td>
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<tr>
<td>Turnpike</td>
<td>400</td>
<td>36000</td>
<td>13.31</td>
<td>C</td>
</tr>
<tr>
<td>Interstate</td>
<td>400</td>
<td>36000</td>
<td>15.16</td>
<td>D</td>
</tr>
</tbody>
</table>
Discrete Street and Roadway Lighting Charges A, B, & C above, in any combination are subject to a $1.12 per month service charge.

1 Used with the 16’ Aluminum Pole
2 Used with the 14’ Fiberglass Pole
3 Used with the 13’ Decorative Concrete Pole
4 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 the sum of each of the Discrete Street and Roadway Lighting Charges plus the service charge.

Adjustments:

Fuel charge as contained in Schedule BA-1
   (Fuel charge is applied to the Assumed kWh per fixture)
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

Payment:

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

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.

Continued to Sheet No. 13.1.3)
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
- 30’ concrete pole (white) 3.20
- 16’ Aluminum 4.80
- 14’ Fiberglass Pole 6.95
- 13’ Decorative Concrete 8.45
- 30’ Commercial Bronze Aluminum 17.60
- 35’ Commercial Blk Spun Concrete 11.50
- 40’ Commercial Aluminum Tenon 18.45
- 45’ Commercial Aluminum 14.55
- 50’ Commercial Aluminum Tenon 30.05
- 50’ Commercial Wood Class 3 5.00
- 45’ Commercial Spun Concrete $11.55
- 40’ Commercial Concrete 6.50
- 45’ Commercial Concrete 10.85
- 50’ Commercial Concrete 11.70
- 40’ Commercial Aluminum & Arm 16.65
- 40’ Commercial Dbl Arm Alum 21.30
- 50’ Commercial Aluminum & Arm 17.55
- 50’ Commercial Dbl Arm Aluminum 22.45

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.
ELECTRIC SERVICE CHARGES

Deposits:

- Residential electric service - credit based: 0-$500
- Residential construction: $25.00
- Commercial construction: $100.00
- Commercial service (deposit along with irrevocable letter of credit): Estimated two months average billing (cash or bond)

Electric meter test - for each additional test, in excess of one, in a 12 month period: $50.00

Additional deposits may be required at the discretion of Lakeland Electric but, not to exceed two months billing.

Cut-On Service Fees:

- Initial cut-on fee (new meter): $16.00
- Transferring cut-on fee (existing meter): $16.00
- Delinquent cut-on fee at the electric meter: $16.00
- Delinquent cut-on fee at the electric pole: $80.00
- Cut-Off-Trip fee: $16.00
- Same day cut-fee: $16.00
- Cut-on after regular business hours: $45.00
- Energy Diversion - plus damages and hourly cost in excess of one hour: $55.00
- Saturday cut-on fee: $45.00

Service Charges for change from Smart Meter Service to meter without remote interrogation capability:

- Monthly meter read fee: $16.25

Service Charge for Unpaid Checks and Collection Fees:

<table>
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<tr>
<th>Check Amount</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
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<td>$0 - $50.00</td>
<td>$25.00</td>
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<td>$50.01 - $300.00</td>
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<td>$300.01 - $800.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Above $800.00</td>
<td>5% of charges</td>
</tr>
</tbody>
</table>

Delinquent Charge:

To be applied to customers' bill upon delinquency. Due 30 days after the billing date (the greater of) $3.50 or 1½% of the face value

Interest on Deposit:

Interest will be paid on customer accounts credited monthly at the same interest rate received by Lakeland Electric from the deposit of such funds. If deposit is terminated, the amount of interest is prorated and applied accordingly.
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 cost are based on a percentage of the levelized fuel rate and are calculated once per year, on or about January 1st, to reflect the change in costs from one year to the next. Adjustments are made when the On-Peak percentage changes by more than five percentage points.

The Lakeland City Commission shall by resolution establish the fuel charge.

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

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Fuel Charge</th>
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<tr>
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<td>RSX-1</td>
<td>Optional Shift to Save Residential Service Time-of-Day</td>
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<td>GS</td>
<td>General Service and Construction Power</td>
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<td>GSX-1</td>
<td>Optional Shift to Save General Service Time-of-Day</td>
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<td>General Service Demand</td>
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<td>Optional Shift to Save General Service Large Demand Time-of-Day</td>
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<td>Shift to Save General Service Interruptible Rate Time-of-Day</td>
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<td>ELDCX-1</td>
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(Continued to Sheet No. 14.0.1)
In accordance with Fuel charge BA-1, the tables that follow provide an accounting of several years of historical fuel changes:

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<th>Effective Year</th>
<th>Effective Month</th>
<th>Levelized Rate c/kWh</th>
<th>On-Peak %</th>
<th>Off-Peak %</th>
<th>On-Peak c/kWh</th>
<th>Off-Peak c/kWh</th>
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(Continued to Sheet No. 14.0.2)
RATE SCHEDULE BA-1
FUEL CHARGE

(Continued from Sheet No. 14.0.1)

<table>
<thead>
<tr>
<th>Effective Year</th>
<th>Effective Month</th>
<th>Levelized Rate $/kWh</th>
<th>On-Peak %</th>
<th>Mid-Peak %</th>
<th>Off-Peak %</th>
<th>On-Peak $/kWh</th>
<th>Mid-Peak $/kWh</th>
<th>Off-Peak $/kWh</th>
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<tbody>
<tr>
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<th>Levelized Rate $/kWh</th>
<th>On-Peak %</th>
<th>Off-Peak %</th>
<th>On-Peak $/kWh</th>
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</table>
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 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 non-exempt fuel amount of 0.4108¢ per kWh shall be excluded from the 10% utility tax or the 10% surcharge.

Florida Gross Receipts, Regulatory Tax Adjustment, and Florida State Sales Tax:

The 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.

Polk County Public Service Tax:

The Tax Adjustment shall be the actual tax level imposed by Polk County. 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 non-exempt fuel amount of 0.4108¢ per kWh shall be excluded.

Franchise Fees:

A franchise fee of 4% of gross revenues from the sale of electric energy shall be billed to Customers who reside within the jurisdiction of Polk City.
The environmental compliance cost charge (EC3) is to recover cost of complying with environmental regulations where such costs are not included in other rate schedules. Acceptable costs for the EC3 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

Rates shall be calculated annually. The City Commission shall by resolution establish the EC3. The annual rate change shall be effective with the first billing cycle of the fiscal year.

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

The table below provides an historical accounting of recent environmental charges.

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>¢/kWh</th>
</tr>
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<td>2007</td>
<td>Apr</td>
<td>0.10100</td>
</tr>
<tr>
<td>2007</td>
<td>Nov</td>
<td>0.14107</td>
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<td>2008</td>
<td>Nov</td>
<td>0.16707</td>
</tr>
<tr>
<td>2009</td>
<td>Oct</td>
<td>0.27175</td>
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<td>2010</td>
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<td>0.26830</td>
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<tr>
<td>2014</td>
<td>Oct</td>
<td>0.33270</td>
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</table>
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 Shift to Save General Service Interruptible Time-of-Day),
- IS (General Service Interruptible Rate),
- LDISX-1 (Optional Shift to Save Large Demand Interruptible Time-of-Day)
- ELDC (Extra Large Demand Customer),
- ELDCX-1 (Optional Shift to Save General Service Extra Large Demand Time-of-Day),
- OL (Private Area Lighting), and
- OL-1 (Street and Roadway Lighting)

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

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<th>05/23/2014</th>
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<tr>
<td>Total Amount Due:</td>
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<tr>
<td>Payment Due Date:</td>
<td>07/21/2014</td>
</tr>
<tr>
<td>Payments/Credits since Last Bill:</td>
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### ACCOUNT DETAIL

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<th>Itemized Charges</th>
<th>Total Charges</th>
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<tr>
<td>Electric 720 kWh @ 0.04898</td>
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<td>Environmental Charge for 720 kWh @ 0.002683</td>
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<td>Fuel Charge for 720 kWh @ 0.04335</td>
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<td>Florida Gross Receipts Tax</td>
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<td>Florida Regulatory Commission Surcharge</td>
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<td>Current Electric Service Charges</td>
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<td>Other Services</td>
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<td>Wastewater Service</td>
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<td>Stormwater Service</td>
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<td>Recycling Service</td>
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**TOTAL CURRENT CHARGES** $102.00

**TOTAL AMOUNT SUBJECT TO PENALTY AFTER 07/21/2014** $102.00

---

**www.lakelandelectric.com**

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-3206 834-9535

---

**PAYMENT SECTION**

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<th>Account Number:</th>
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<td>$102.00</td>
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<tr>
<td>Amount Enclosed:</td>
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Please Change Mailing Address To:

______________________________

______________________________

______________________________

Telephone Number __________________

0000000001234567

Please return this stub with your payment to ensure proper credit to your account. Please write your number on your check or money order.
CITY OF LAKELAND DEPARTMENT OF ELECTRIC UTILITIES

<table>
<thead>
<tr>
<th>Service Reading</th>
<th>Meter Number</th>
<th>Current Reading</th>
<th>Prior Reading</th>
<th>No. of Days</th>
<th>Billed Usage</th>
<th>Prior Month</th>
<th>Same Month</th>
<th>Last Year</th>
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<td>11692</td>
<td>10972</td>
<td>31</td>
<td>720</td>
<td>607</td>
<td>607</td>
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Electric Service Important Phone Numbers

- Electric / Water Billing Inquiries: 863-834-9535
- Wastewater / Solid Waste Billing: 863-834-8276
- Fallen Power Lines / Water Outages: 863-834-4248
- False Alarms (Lakeland Police Dept.): 863-834-8940
- Miscellaneous Fire Dept Billings: 863-834-8201
- 24-Hour Power Outage Reporting: 863-834-4248
- 24-Hour Payment Hotline: 863-834-8535
- TDD (For Hearing Impaired): 863-834-8333
- Recycling: 863-834-8774
- Surge Protection: 863-834-1600


Protect Your Home! For less than 20 cents a day, you can help protect your home’s valuable electronics from damaging power surges. Call 863-834-9535 to find out more about our Surge Protection program.

ISSUED BY: Jeff Sprague, Manager
Pricing & Rates

DATE EFFECTIVE: 02/01/2015
## Bill with Past Due Notice

### City Of Lakeland Department Of Electric Utilities

**Service Location:**
1234 Easy Street
Anytown, USA 12345

**Billing Date:** 04/16/02

**Page:** 1

**Account No.:** 01234567

### Payment History

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**Previous Balance Remaining:** $295.15

**PREVIOUS BALANCE REMAINING MUST BE PAID BY 04/25/02 TO AVOID DISCONNECTION**

### Current Charge Summary

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<th>Description</th>
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<td>Electric Service</td>
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</table>

**TOTAL CURRENT CHARGES:** $100.75

**TOTAL AMOUNT DUE BY 05/16/02 TO AVOID PENALTY:** $395.90

*All charges above include all taxes.*

---

**Make Checks Payable To Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535**

**Account No.:** 01234567

**Unpaid Previous Balance:** $295.15

**Total Amount Due:** $395.90

**Amount Enclosed:**

---

**Please Change Mailing Address To:**

---

**New Telephone Number**

---

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006

Please return this stub with your payment to ensure proper credit to your account. Please write your account number on your check or money order.

(Continued to Sheet No. 15.2.1)
City Of Lakeland • Department Of Electric Utilities

Important Phone Numbers
To report an emergency or power outage between the hours of 7:30 a.m. - 6:00 p.m., please call 834-9535. For after hour emergencies or power outages, please call 834-4248. If you have questions concerning your bill please call 834-9535 and a customer service representative will be happy to assist you. If you have any other questions, please refer to the list to the right.

<table>
<thead>
<tr>
<th>Service</th>
<th>Meter Number</th>
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<th>Prior Meter Reading</th>
<th>No. Of Days</th>
<th>Billed Usage</th>
<th>Same Month Usage</th>
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<td>03/18/02</td>
<td>66584</td>
<td>29</td>
<td>1000</td>
<td>920</td>
</tr>
</tbody>
</table>

Visit us online at www.lakelandelectric.com

Ask about our Easy Pay Program.

Paying your monthly bill is a breeze with our Easy Pay Program because you never have to mail us another payment. When you sign up, your monthly payment is automatically withdrawn from your bank account — so you don’t have to worry about making your payment on time. To find out more about the Easy Pay Program call us at 834-9535 or go online at www.lakelandelectric.com.

Payment Locations

Lakeland Electric Offices
501 E. Lemon St.          4825 U.S. Hwy 98 N.
Monday - Friday            Monday - Friday
7:30 a.m. - 6:00 p.m.      8:00 a.m. - 5:00 p.m.

You may also pay your bills at the following local banks, provided that you have a copy of your bill, pay the full amount before its due date and allow at least three business days for the payment to post.

All Lakeland SunTrust Bank Locations
First Commerce Bank
212 N. Commonwealth Ave., Polk City

www.lakelandelectric.com
Metering Limitations

1. Lakeland Electric will provide electric service to only one point and to only one meter on a structure when that structure serves only one entity, whether that entity be a person, a family, a business, an organization, or any other entity of any kind. Two or more persons residing in the same household shall not be considered as separate entities. A department, division, or wholly owned subsidiary or any other subdivision of a business or organization shall not be considered a separate entity.

2. When a structure serves more than one entity, Lakeland Electric will provide electric service to one point and to one meter for each entity served by that structure.

3. Any single entity having service through two or more meters on a structure prior to adoption of this Policy shall be “grandfathered in.” However, in the event any such structure is rebuilt and/or rewired, the provisions of paragraphs 1 and 2 above shall apply.
Provisions for Energy Pulse Data

Lakeland Electric will provide energy pulses transmitted from its metering equipment to provide data to energy management systems. Time pulses will not be furnished.

All access to Lakeland Electric metering equipment shall be for its personnel. The pulses will normally be provided from a separate junction box which will be for Lakeland Electric access only.

Where the installation requires output of more than one pulse source, it shall be the responsibility of the customer to provide any required totalization of pulse data for his use.

Any replacement of material or equipment solely used to supply pulses to the customer shall be made by Lakeland Electric at the customer’s expense.

All billing of demand and/or energy will be based upon Lakeland Electric’s meter readings and not upon pulse data supplied. Lakeland Electric will not guarantee a certain pulse rate and the customer will be responsible for installing equipment necessary to change the pulse rate.

Data pulses will be provided through “dry” contacts only and will be limited to a customer imposed maximum of 1 ampere, 500 volt, 100 volt/ampere fused energy source.

Contribution by Applicant

The customer will contribute the full cost for the additional equipment required to provide the data pulse, the fee for which will be a minimum of $400. He shall also provide for equipment maintenance as it is required. All service charges will be calculated at cost by Lakeland Electric.

Contract for Installation

An agreement or contract must be executed and customer must make satisfactory arrangements for payment before installation can begin.
Continuity of Service

Lakeland Electric will use reasonable diligence in furnishing as uniform a supply of electric energy as practicable, except where rate schedules provide otherwise. Lakeland Electric may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and shall, except in case of emergency, endeavor to minimize interruption.

Whenever Lakeland Electric deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Department liable for damages suffered thereby or excuse the customer further fulfillment of the contract.

Lakeland Electric shall not be liable to the customer for any loss, injury, or damage resulting from use of the customer’s equipment or from the use of electric service furnished or from the connection of Lakeland Electric’s facilities with the customer’s wiring and appliances.
RULES AND REGULATIONS

Electric Line Extensions

Upon acceptance of the application for service, Lakeland Electric will proceed to do such work and to provide and install such equipment as may be necessary in order to render service. This may include the extension of an existing line when necessary. In general, where the major portion of an anticipated extension will be built on public rights-of-way, and the new customer can reasonably be characterized as permanent, then Lakeland Electric will do all necessary construction at no cost to the customer. Where these guidelines clearly do not apply, Lakeland Electric may charge the customer all costs excess of three times the estimated non-fuel revenue, (exclusive of the cost for transformers, secondary connections and meters), and/or such other charges as the particular circumstance may dictate. At the end of the initial three year period, the actual total non-fuel revenues recovered will be compared with the estimated total non-fuel revenues and the customer shall be credited or debited accordingly. When kW demand factors, intermittent usage patterns, or premature investment result in necessarily inefficient utilization of Lakeland Electric facilities, Lakeland Electric may require cash advances or other means of providing a fair return on investment.
LAKE EDDA ELECTRIC
INTERRUPTIBLE ELECTRIC SERVICE AGREEMENT
FOR GENERAL SERVICE LARGE DEMAND CUSTOMERS

This Agreement, made and entered into this ___ day of _____________, 200_, by and between Lakeland Electric, and XXXXX (hereinafter referred to as “XXXXX”).

WHEREAS, Lakeland Electric wishes to defer building future electric generation by increasing non-firm load, decreasing or delaying increases in firm load, and reducing electric power demand by means of interrupting appropriate electric loads. Said interrupting to occur during periods of capacity shortage; and,

WHEREAS, XXXXX is a General Service Large Demand (GSLD) classified or eligible customer of Lakeland Electric and desires to reduce its overall cost of electric service, namely through reduction of its demand charges, and, in an effort to achieve such cost reduction, is willing to have its electric service interrupted in the amount of no less than XXX KW of demand; and,

WHEREAS, XXXXX hereby represents its electric service requirements and use thereof, are such as to be appropriate for interrupting, and further does hereby agree to indemnify and hold harmless Lakeland Electric and the City of Lakeland from and against any and all claims, suits, actions, demands, damages, losses and expenses, direct, indirect, or consequential, arising out of or resulting from any loss of energy by XXXXX as a result of City exercising its right to interrupt under the terms of this Agreement. XXXXX agrees that Lakeland Electric and the City of Lakeland will not be held liable for any damages or injuries which may occur as a result of an interruption, announced or un-announced, of XXXXX electric service pursuant to this Rate Schedule IS, General Service Interruptible Rate.

NOW THEREFORE, by their signature below, XXXXX does hereby represent that its officers or agents have read and agree to the terms and conditions as set forth in “Rate Schedule IS, General Service Interruptible Rate”, a copy of which is attached as Exhibit “A”, and Lakeland Electric agrees to provide electric service under said Rate Schedule IS, except for the following:.

1. For economic reasons, Lakeland Electric is instructed to use its best efforts and interrupt XXXXX should the cost of energy from sources other than Lakeland Electric be expected to exceed XXX cents per KWH. Lakeland Electric does not assume any obligation to purchase energy for the sole purpose of avoiding what is otherwise cause for interruption of service per Rate Schedule IS.  
2. Section 7 of the Special Provisions of the referenced Rate Schedule IS, General Service Interruptible Rate is amended to authorize Lakeland Electric to exercise reasonable effort to purchase power and energy from other sources for the Customer’s use during periods when interruptions are otherwise required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the _____ day of ___________, 200__.

XXXXX

Lakeland Electric

By: _________________________

By: _________________________

_________________________

__________________________

print name

print name

Title: _______________________

Title: _______________________

DATE EFFECTIVE: 04/02/2007
CITY OF LAKELAND, FLORIDA
Contract for Residential and Small Commercial Outdoor Lighting

THIS AGREEMENT, made and entered into this __________ day of __________, 20__ by and between, ____________________________, whose billing address is ____________________________, hereinafter called "CUSTOMER", and the City of Lakeland, Department of Electric & Water Utilities, hereinafter called "CITY".

WITNESSETH:

That, for and in consideration of the charges herein specified and the services herein agreed to be rendered, the parties hereto have agreed as follows:

1. The City shall supply, install, and maintain the below-specified automatically controlled lighting fixtures on distribution-type poles, unless otherwise specified below, and shall deliver electric current thereto, consisting of one (1) span of overhead secondary wire per fixture, if necessary or otherwise specified, in accordance with the terms and conditions hereinafter set forth and which shall be located upon the following-described property:

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TYPE AND SIZE</th>
<th>RATE PER UNIT</th>
<th>MONTHLY CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

   TOTAL MONTHLY CHARGE (BEFORE FUEL ADJUSTMENT) $__________

The above-stated monthly rates are subject to change in accordance with rate changes submitted to and approved by the Florida Public Service Commission, and the Lakeland City Commission.

2. The equipment and facilities installed by the CITY shall remain the property of the CITY, and the CUSTOMER hereby grants to the CITY the right to enter the CUSTOMER's premises for the installation, maintenance, and removal of such equipment or fixtures.

3. The CUSTOMER shall notify the CITY of any burn out or defect in the lamps or equipment and replacement or repair of such shall be accomplished by the CITY within five (5) business days after notification by the CUSTOMER.

4. Damage to fixtures, lamps, or equipment while in use on the CUSTOMER's property will be replaced or repaired by the CITY and the cost thereof will be paid by the CUSTOMER.

5. The installation of a light generates a complaint from one of the CUSTOMER's neighbors, it will be the responsibility of the CUSTOMER to resolve that complaint. The CITY will make a reasonable effort to assist the CUSTOMER by shielding, re-aiming, or changing style of fixture. If a resolution of the complaint cannot be reached, it will be the CUSTOMER's choice of course of action.

6. This Contract shall be for minimum initial 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. During the initial Term of this Contract, the CUSTOMER may terminate this Contract by paying to the CITY in one lump sum, the total amount of charges which would be payable during the remainder of the initial Term of service, LESS the energy charges. Should CUSTOMER move or discontinue electric service for any reason during the initial Term, the total remaining amount under the initial Term shall become due and payable in one lump sum. In the event that any payment becomes past due, CITY is hereby authorized to terminate electric service to said lighting system.

7. CITY may deduct any past due amounts from any deposit the CUSTOMER may have with the CITY for any other accounts. Further, CITY may access a Late Charge in the amount of $5.50 per month or 1.5% of the total balance owed, whichever is greater.

8. If the CUSTOMER desires relocation of a light, a relocation charge will be made for the amount of actual time and material involved.

9. This Contract may be assigned by either party if written consent is received from the other Party. In the event of customer cancellation, CUSTOMER hereby agrees to pay the lump sum remaining (less the energy charge) for the initial Term of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date and year first written above, and to take effect upon the “Effective Date” written below.

CUSTOMER
By: ____________________________

CITY OF LAKELAND
By: ____________________________

Effective Date: ____________________________

Account No.: ____________________________

(Rev. 05/22/07)

x:16/contract.pdf?2on.doc
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. Years 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 attorneys 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

By: __________________________  By: __________________________

Title: __________________________  Title: __________________________

FOR THE CITY OF LAKELAND
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 $0.02 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 premises 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.
SURGE PROTECTION PROGRAM
METER SOCKET SURGE ARRESTOR LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of ____________, 20___ by and between ___________________________ whose billing address is ___________________________, hereinafter called “CUSTOMER”, and the City of Lakeland, Electric Department, hereinafter called, “LAKELAND ELECTRIC.”

WITNESSETH:

That, for and in consideration of the terms and conditions herein specified, the parties hereby agree as follows:

1. LAKELAND ELECTRIC shall supply and install a Meter Socket Surge Arrestor (“MSA”), at the following location: ___________________________.

2. The installation charge for the MSA is $34.95 + tax, and the monthly payment shall be $5.61 + tax for a minimum term of 24 months (“Initial Term”). The monthly payment shall be prorated for a partial month of service. Billing will be included on CUSTOMER’S regular monthly bill for electricity, and payment shall be due and payable in accordance with the terms and conditions of the electric rate schedule applicable to said CUSTOMER. If CUSTOMER becomes past due on any bill rendered by LAKELAND ELECTRIC, LAKELAND ELECTRIC is hereby authorized to take necessary action, as provided in Paragraph 4 below, to protect its interest. If CUSTOMER desires to cancel this Agreement prior to the expiration, CUSTOMER may do so by paying LAKELAND ELECTRIC the remaining fees due, or a fifty dollar ($50) cancellation fee, whichever is less. At the end of the Initial Term, this agreement shall remain in effect from month to month until cancelled in writing by either party. After the Initial Term no cancellation fee shall apply. Upon cancellation, LAKELAND ELECTRIC shall remove the MSA from the meter at no cost to CUSTOMER.

3. LAKELAND ELECTRIC shall have continuous access to the MSA, which is installed at the meter. Although LAKELAND ELECTRIC has general responsibility for maintaining and servicing the MSA, CUSTOMER shall be responsible for damage to the MSA caused by tampering or vandalism.

4. The MSA shall at all times remain the property of LAKELAND ELECTRIC. CUSTOMER acknowledges LAKELAND ELECTRIC’S ownership rights, and hereby authorizes LAKELAND ELECTRIC to withhold any funds on deposit with the City of Lakeland for electric or water service to secure payment of the amounts due hereunder in the event of any default or termination by CUSTOMER, including termination of its electric or water service which is provided by the City of Lakeland.

5. CUSTOMER ACKNOWLEDGES THAT LAKELAND ELECTRIC MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY AVAILABLE IS ANY WARRANTY THE EQUIPMENT MANUFACTURER MAY OFFER.

6. This Agreement shall be governed and constructed in accordance with the laws of the State of Florida.

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

CUSTOMER
By: __________________________

CITY OF Lakeland Electric
By: __________________________

Account No: __________________________

Rev. 06/04/2003
SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT RIDER

☐ New Establishment  ☐ Existing Establishment with an Expanded Load

____________________________________
(Customer Name)

____________________________________
Address                                 Type of Business

The Customer hereto agrees as follows:

1. To create ________ full-time jobs.

2. That the quantity of new or expanded load shall be ________ KW of Demand.

3. The nature of this new or expanded load is ____________________________.

4. To initiate service under this Rider on ________________, and terminate Service under this Rider on ________________. This shall constitute a period of five (5) years.

5. In case of early termination, the Customer must pay Lakeland Electric the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.

6. To provide verification that the availability of this Rider is a significant factor in the Customer’s location/expansion decision.

7. 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 EDR and continue the schedule of credits.

Signed: ____________________________   Accepted by: ____________________________  

Lakeland Electric

Title: ____________________________

Date: ____________________________   Date: ____________________________
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A. Definitions

1. A small photovoltaic (PV) System is a solar electric generator with an array rating of 10 kW or less under standard operating conditions (SOC) of 1000 watts/m² solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.

2. A medium PV System is a solar electric generator with an array rating of greater than 10 kW and less than or equal to 500 kW or less under SOC of 1000 watts/m² solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.

3. In no case shall the size of the photovoltaic system exceed 75 percent of the capacity of the transformer bank between the customer’s PV generator and Lakeland Electric’s system.

4. An inverter, also referred to as a power conditioner, is a DC to AC device that converts PV energy to AC energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding. These Interconnection Requirements apply only to static inverters. Rotating devices cannot be used.

B. Standards and Codes

1. Inverter(s)
The inverter(s) must be listed and in compliance with Underwriters Laboratories (UL) Subject 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of the new UL 1741 standard will be, by definition, “non-islanding” inverters and will comply with all elements of the IEEE 1547-2003 interconnection standard. The 1999 National Electrical Code requires that all utility-interactive photovoltaic systems use listed inverters that pass UL 1741.

2. PV Modules and Panels
   a. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.

3. System Installation
   The installed system must be in compliance with: a) IEEE 1547-2003, Standard for Interconnecting Distributed Resources with Electric Power Systems and b) all relevant articles of the 1999 National Electrical Code (or subsequent revisions).

4. External Disconnect Switch
   Lakeland Electric requires a manual, lockable, load break utility-interface disconnect switch between the output of the photovoltaic inverter and the Customer’s wiring connected to Lakeland Electric’s distribution system. The load break device shall be both visible and accessible to Lakeland’s employees. Customer hereby grants a full license to access the Property and the PV system to ensure compliance herewith.

5. Testing of Protective Relays
   City reserves the right to test the anti-islanding features and the power output quality of the inverter.

6. PV System Equipment Protection
   It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of City in delivering and restoring System power. City hereby disclaims any liability whatsoever for damage to the Customer’s equipment.

(Continued to Sheet No. 16.1.1)
1. **Metering Arrangements**
   The PV Inverter output will be connected, by the Customer, to the Customer side of the normal service meter through an External Disconnect Switch. The normal service meter shall be replaced with a meter that will measure and register power flowing into the Customer’s property and measure and register power flowing from the customer’s resource into the Lakeland Electric system. The utility may, at its option, install a second meter to register the total output of the solar PV generator. This meter will be read monthly by the meter readers; however, it will be a non-billing meter.
NET METERING SERVICE
HOLD HARMLESS/INDEMNIFICATION AGREEMENT

To the fullest extent permitted by laws and regulations, Customer shall defend, indemnify, and hold harmless the City and Lakeland Electric, its officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission, negligence, recklessness or intentional wrongful misconduct of the Customer, or any other person or organization directly or indirectly employed by the Customer to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or Lakeland Electric, or any of its officers, directors, agents, or employees by any employee of the Customer, or any other person or organization directly or indirectly employed by the Customer to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Customer or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City or Lakeland Electric, or the Customer.

Applicability: It is the express intent of the Customer that this agreement shall apply for the project indicated below:

Parallel connection of a photovoltaic generator with the City of Lakeland’s Electric Distribution System

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

__________________________________________________________________________

Name of Organization

BY: ____________________________

Signature of Owner or Officer

ATTEST: __________________________

Corporate Secretary or Witness

STATE OF: _______________________

COUNTY OF: ____________________

(Continued to Sheet No. 16.2.1)
The foregoing instrument was acknowledged before me this _______ day of _______________________, 20_______ by

__________________________
Printed Name of Owner / Officer

__________________________
Corporate or Company Name

He/She is personally known to me or has produced

__________________________ as
State Drivers License Number

identification, and did _______ / did not _______ take an oath.

__________________________
Signature of Person Taking Acknowledgment

__________________________
Printed Name of Person Taking Acknowledgment

__________________________
Title

__________________________
Serial Number, if any

__________________________
Notary Seal
## A. Applicant Information

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Telephone Number</th>
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</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>Email Address</td>
</tr>
<tr>
<td>City, FL</td>
<td>ZIP Code</td>
</tr>
<tr>
<td>Service Address if different from Mailing Address</td>
<td>City</td>
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<td>City Account Number</td>
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## B. Photovoltaic System Information

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<tr>
<td>Array Manufacturer and Model</td>
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<tr>
<td>Batteries (if applicable)</td>
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<td>Array Location</td>
<td></td>
</tr>
<tr>
<td>Inverter Location</td>
<td></td>
</tr>
<tr>
<td>AC Disconnect Location</td>
<td></td>
</tr>
</tbody>
</table>

## C. Installation Contractor Information

<table>
<thead>
<tr>
<th>Installation Contractor Name</th>
<th>FL License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Address</td>
<td>City, State, ZIP</td>
</tr>
<tr>
<td>Contractor Phone</td>
<td></td>
</tr>
<tr>
<td>Proposed Installation Date</td>
<td></td>
</tr>
</tbody>
</table>

(Continued to Sheet No. 16.3.1)
D. Hardware and Installation Compliance


2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems and the 1999 National Electrical Code (NEC).

Contractor Signature ___________________________ Date ___________________________

Print Name ___________________________

E. Owner Acknowledgment

The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been instructed in the operation of the system.

Owner Signature ___________________________ Date ___________________________

F. Utility Approval and Electric Code Inspection

PV Installation Satisfies THE CITY OF LAKELAND Interconnection Requirements

CITY OF LAKELAND Representative Name (Print): ___________________________

CITY OF LAKELAND Representative Signature: ___________________________ Date ___________________________

PV Installation Satisfies Code Requirements

Inspector Name (Print): ___________________________

Inspector Name Signature: ___________________________ Date ___________________________