



Lakeland Electric & Water Utilities
Excellence is Our Goal, Service is Our Job

Second Third Revised Sheet No. 2.0
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ISSUED BY: Gary T. Lawrence, Manager
 Strategic Planning

DATE EFFECTIVE: ~~1/1/89~~ 06/04/96

FPSC-RECORDS/REPORTING



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RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate GSX-6
Page 1 of 3

Available:

In all territory served by the Electric Department.

Applicable:

To any general service customer whose highest 30-minute interval demand exceeds 1,000 KW for three (3) out of the twelve (12) most recent billing periods, including the current billing period, with a twelve (12) month average load factor of 60% or greater. 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 the Electric Department.

Limitation of Service:

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

Net Rate Per Month:

Energy Charge: A base rate energy charge will be initially established at the same level as Lakeland's Interruptible Rate. The energy charge will be subject to adjustments as specified in the Agreement (See the "Special Provisions" section of this schedule) between Lakeland and the customer.

Demand Charge: A base rate demand charge will be initially established at the same level as Lakeland's Interruptible Rate. The demand charge will be subject to adjustments as specified in the Agreement (See the "Special Provisions" section of this schedule) between Lakeland and the customer.

Reservation Charge: A base reservation charge will be established in the Agreement. The reservation charge will be subject to adjustments as specified in the Agreement (See the "Special Provisions" section of this schedule) between Lakeland and the customer.

(Continued to Sheet No. 8.4.1)



RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate GSX-6
Page 2 of 3

(Continued from Sheet No.8.4.1)

Term of Service:

Service hereunder will be for a minimum initial period of ten (10) years (unless specified otherwise in the Agreement between the Department and the customer), and shall be continued thereafter until terminated by either party with twelve (12) months prior written notice.

Primary Voltage Service:

Service at primary voltage, where available, will be supplied under this rate schedule. 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. The Department will own no equipment beyond the primary voltage metering point.

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 rates. 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 the Department of Electric & Water Utilities from time to time and on file with the City Clerk.

Monthly Minimum Bill:

Energy charge, demand charge, reservation charge, plus Adjustments.

Adjustments:

Fuel adjustment, 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.
Florida State Sales Tax

(Continued to Sheet No. 8.4.2)



Lakeland Electric & Water Utilities

Excellence is Our Goal, Service is Our Job

Original Sheet No. 8.4.2

Original Sheet No. 8.4.2

RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE

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(Continued from Sheet No. 8.4.1)

Payment:

Net bills are due when rendered and are payable within thirty (30) days thereafter.

Determination of Demand:

Demand measurement for service under this rate schedule shall be the maximum 30-minute integrated kilowatt demand established on a monthly basis.

It is intended that the maximum 30-minute integrated demand measurement 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 and equitable measure of the supply capacity required to serve the customer load, then the measured demand may be adjusted taking into account the known character of use and the rating data of equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

Special Provisions:

1. Under the provisions of this rate, the Department will require a separate Agreement between the Department and the customer.
2. The Department will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.



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(Continued to Sheet No. 8.4.1)



RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate GSX-6
Page 2 of 3

(Continued from Sheet No.8.4)

Term of Service:

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Monthly Minimum Bill:

Energy charge, demand charge, reservation charge, plus Adjustments.

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Fuel adjustment, 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.
Florida State Sales Tax

(Continued to Sheet No. 8.4.2)



RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate GSX-6
Page 3 of 3

(Continued from Sheet No. 8.4.1)

Payment:

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Determination of Demand:

Demand measurement for service under this rate schedule shall be the maximum 30-minute integrated kilowatt demand established on a monthly basis.

It is intended that the maximum 30-minute integrated demand measurement 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 and equitable measure of the supply capacity required to serve the customer load, then the measured demand may be adjusted taking into account the known character of use and the rating data of equipment connected, or from special tests, the intent being that the demand so determined shall fairly represent the customer's capacity requirement.

Special Provisions:

1. Under the provisions of this rate, the Department will require a separate Agreement between the Department and the customer.
2. The Department will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 1996, but is effective for all purposes as of the date herein set forth, by and between the CITY OF LAKELAND, a Florida municipal corporation, (hereinafter "Lakeland"), and _____ (hereinafter "_____"), collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the City of Lakeland, Department of Electric & Water Utilities, provides electric service to residences, commercial businesses, and industries with a customer base of approximately 150,000 people; and

WHEREAS, _____ is presently one of the 20 largest customers in Lakeland's service area; and

WHEREAS, the Parties wish to enter into a long term agreement which will provide _____ with a reliable electric supply at a competitive rate as described herein that is in the best interest of both Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

Section I - Intent

Intent: It is the intent of this Agreement to provide _____ a reliable supply of electric power at an economical and competitive rate and to provide Lakeland a predictable demand for electric power to be paid at a rate sufficient to fairly compensate Lakeland, over a period of ten (10) years.

Section II - Definitions

- A. *Base Rate* - means, at any time, the rate then chargeable to _____ as determined by the terms of this Agreement, inclusive of fuel and other charges, and exclusive only of the state sales taxes, state gross receipt charges, regulatory tax and other applicable taxes. The charges to _____ consist of three base rates, the energy charge, the demand/capacity charge, and the reservation charge, further described in Section VIII.
- B. *Billing Demand* - means the highest 30 minute integrated KW demand of _____ during a billing period.
- C. *Billing Period* - means the period between successive monthly meter reading times.
- D. *Applicable Rate* - means, at any time, the filed Lakeland rate which _____ would be otherwise receiving service under, based upon _____'s energy and demand consumption.

(Continued to Sheet No. 16.0.1)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0)

- E. *Force Majeure* - means any event or cause beyond the reasonable control of either party that cannot be prevented or eliminated by the exercise, in the case of Lakeland, of prudent utility practices or, in the case of _____, by due diligence, including but not limited to acts of God, strike, lockout or other labor dispute, sabotage, fire, storm, flood, war, riot or insurrection, explosion, accident, embargo, blockade, inability to secure supplies, fuel or government authorization or permit, unscheduled or forced outages at the generating plant, breakdown of or damage to machinery, plants, or equipment beyond reasonable control or not the fault of the party claiming Force Majeure.
- F. *FPSC* - means the Florida Public Service Commission, or any successor or similar entity.
- G. *Bona Fide Offer* - means a proposal received by _____ for the furnishing of its electric energy and capacity needs, by an existing, operating electric utility with generating capacity sufficient to meet the needs of _____ on a firm basis, or an energy marketer licensed by the Federal Energy Regulatory Commission (FERC) to sell electric energy and capacity on a firm basis.

Section III - Covenant to Purchase and Sell

During the term hereof, _____ agrees to purchase and use, and Lakeland agrees to sell and supply, in accordance with its Applicable Rate, all capacity and energy requirements for electric service to facilities, whether now or hereafter constructed, located within the area depicted on the attached Exhibit "A", in accordance with the terms and conditions hereof. It is intended by the Parties that the electricity supplied hereunder shall be for the exclusive use of _____ or other non _____ owned entities doing business for _____ and located at the site which is subject to this Agreement, and _____ agents or contractors which are located on _____'s property and conducting business thereon. Except as set forth above, _____ agrees not to gift, share, sell, or transfer in any way, any of the electricity furnished hereunder without the written consent of Lakeland.

In the event of any change in the Applicable Rate, the terms and conditions of this Agreement shall remain in force and effect and shall not be affected, thereby.

Section IV - General

The terms and conditions of service found in the Applicable Rate and other applicable tariffs, as amended from time to time, of the City apply to the service provided to _____. If there is a conflict between those rates, terms and conditions of service found in the Applicable Rate and other Applicable tariffs, and those special rates, terms and conditions of service detailed in this Agreement, then the special rates, terms and conditions of service detailed in this Agreement shall govern and control.

(Continued to Sheet No. 16.0.2)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.1)

Section V - Term

This Agreement shall commence on the first business day of the first full calendar month after final approval by the City Commission. The term shall be ten (10) years, except under the following conditions:

- (i) Anytime _____ load fails to meet the minimum criteria of one (1) MW demand and/or has a twelve (12) month average load factor of less than 60%, Lakeland may terminate this Agreement without any penalty to either party.
- (ii) If _____ has full or partial shutdown of the facility which results in the capacity/demand falling below one (1) MW and/or a load factor of below 60%, _____ may terminate this Agreement without penalty to either party.
- (iii) As set forth in Section VIII, C hereof.

Section VI - Service Specifications

- A. *General* - If Lakeland fails to supply service in accordance with the service specifications detailed herein, Lakeland shall promptly take such action, at its expense, as may be necessary to correct the noncompliance.

In cases of interruption, Lakeland shall repair physical damage and restore power to the _____ feeders in accordance with its departmental policy as may be amended from time to time. Lakeland shall acquire, at no additional cost to _____ the electricity required to be supplied to _____ under this Agreement from non-Lakeland facilities to the extent such electricity is necessary to serve Lakeland's native load.

- B. *Metering* - A set of meters and instruments installed by Lakeland shall measure the electricity used by _____. Lakeland agrees that the metering devices shall be maintained in good operating condition and calibrated in accordance with generally accepted industry practice. Should a dispute arise regarding the accuracy of the metering devices, the Parties shall designate an independent technical expert acceptable to both Parties to determine an accurate reading. The Parties shall then accept that determination for all purposes under this Agreement.

(Continued to Sheet No. 16.0.3)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.2)

- C. *Equipment Responsibility* - All equipment and materials provided by Lakeland, wherever placed, shall be maintained and owned by Lakeland, shall at all times be subject to its inspection, repair, or alteration, and to the extent that Lakeland's performance under this Agreement is not materially and adversely affected shall at all times be subject to removal by Lakeland at its option. _____ assumes the obligation to maintain and repair and shall be responsible for the inspection, maintenance, and repair of all equipment owned by _____. The Parties hereto each agree to keep their own machinery, lines, and apparatus in safe operating condition. _____ agrees that, in order to insure the safety of Lakeland's feeder circuits, all switches or other equipment with the capability of connecting two or more of the circuits together shall be under the sole operation of Lakeland.
- D. *Delivery Point* - It is agreed that the delivery point for energy is the metering stations.
- E. *Access* - Upon reasonable advance notice, _____ shall allow Lakeland access and entry to _____ property and premises during normal business hours (or at any hour in the case of a power outage or similar emergency) for the purpose of reading meters, making inspection of and repairs to Lakeland's property, tree-trimming with respect to transmission lines or over _____ property, and for testing the volume and character of electric energy consumption.

Section VII - Usage Requirements

- A. *Load Factor* - _____ shall maintain a Load Factor three month average of 60% or greater. In the event that the _____ average Load Factor falls below 60% during any three month period, _____ shall pay Lakeland for such Billing Period (as Lakeland's sole remedy for such failure) an additional amount equal to the credit in Lakeland's Applicable Rate for other similarly situated customers who maintain a 60% or greater average Load Factor. Such additional amounts shall be applied to the regular monthly billing, but shall have no impact on the Base Rate as determined by Section VIII.
- B. *Power Factor* - _____ shall maintain a Power Factor of 90% or greater. In the event that the Power Factor falls below 90% during any two (2) Billing Periods occurring during the most recent twelve (12) month period (including the current month), _____ shall install, within ninety (90) days following written notice of such deficiency or such other period as the Parties may agree, corrective devices to reestablish the 90% Power Factor. If _____ does not install such devices within such period, Lakeland may install corrective devices on its system to return the Power Factor to 90%, and _____ shall reimburse Lakeland (as Lakeland's sole remedy for such failure) for its reasonable cost for such devices and installation labor, within thirty (30) days of rendition of an invoice.

(Continued to Sheet No. 16.0.4)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.3)

Section VIII - Base Rate

- A. *Energy Charge* - _____ will pay a Base Rate of \$0.02737/Kwh, which includes a charge of \$0.0255 for fuel. The fuel cost will be a pass through based upon provision BA-1 of Lakeland's filed rates.
- B. *Capacity Charge* - _____ will pay a Base Rate of \$5.54/KW of billing demand.
- C. *Reservation Charge* - _____ will pay a Base Rate based upon the selected option below. If at any time _____ increases their base load of _____ KW by 130% or higher the portion that is above such base shall have a reservation charge of \$1.19/KW.

() Option No. 1 - The Base Rate is \$3.70/KW of billing demand. Under this option if the total delivered price of energy is ever determined to be more than ten percent (10%) greater than the average of similar rates for Florida Power Corporation, Tampa Electric Company and Orlando Utilities Commission, _____ may request that Lakeland reduce the Base Rate to said average. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.

() Option No. 2 - The Base Rate is \$5.004/KW of billing demand. Under this option, in the event of a change in the legal status of electric utilities and as a result purchasing energy and capacity becomes an option to _____, if the total delivered price of energy under this Agreement is ever determined to be more than five percent (5%) greater than any Bona Fide Offer _____ receives from another Utility or Power Marketer, _____ may request that Lakeland reduce the Base Rate to match said offer. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.

() Option No. 3 - The Base Rate is \$5.704/KW of billing demand. Under this option, in the event of a change in the legal status of electric utilities and as a result purchasing energy and capacity becomes an option to _____, and _____ receives a Bona Fide Offer from another Utility or Power Marketer, _____ may request that Lakeland reduce the Base Rate to match said offer. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.

- D. *Base Rate Adjustment* - Each January 1 after the first anniversary of this Agreement, the Base Rate will be adjusted. Such adjustment shall be computed based upon the option selected:

(Continued to Sheet 16.0.5)



AGREEMENT FOR SERVICE PURSUANT TO
 CITY OF LAKELAND RATE CLASSIFICATION
 LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet 16.0.4)

- () Option No. 1 - The Base Rate will adjust in the same amount as the change in Lakeland's generation costs as published in Lakeland's audited Annual Report, but such adjustment shall not exceed three percent (3%) in increase or decrease in the costs per KWH per year; or.
 - () Option No. 2 - The Base Rate will adjust in the same amount as the change in Lakeland's Applicable Rate for the previous one (1) year period; or
 - () Option No. 3 - The Base Rate will adjust in the same amount as the change in the average Applicable Rate of Florida Power Corporation, Tampa Electric Company, and Orlando Utilities Commission; or
 - () Option No. 4 - The Base Rate adjustment will be any combination of the above three (3) options or any other mutually agreed upon index as set forth in an addendum to this Agreement.
- E. *Pass-throughs* - Any increase or decrease in the state sales tax, the state gross receipts tax, or regulatory tax applicable on the effective date of this Agreement, or any new federal, state or county taxes imposed on customers of electric power generally, shall be paid by _____. If at any time, _____ becomes subject to an additional utility tax imposed by Lakeland on the provision of electric service, then upon the effective date of such imposition the Base Rate shall be adjusted so that the Contract Rate immediately after such adjustment shall be equal to the Contract Rate immediately prior to such imposition. Following such imposition, _____ shall be subject to any change in the utility tax or any other lawfully enacted tax in the same manner as Lakeland's other customers.
- F. *Billing* - Lakeland shall render billing at approximately thirty (30) day intervals in accordance with the provisions hereof. _____ will make payment in accordance with Lakeland's filed rate schedules.

Section IX - Representations and Warranties of Lakeland

Lakeland, hereby, represents and warrants to _____ with the intention to induce _____ to enter into this Agreement, that on the Effective Date of this Agreement, or with respect to subsection C., upon the date of execution, the following are true and correct:

- A. Lakeland is a municipal corporation organized and constituted under the laws of the State of Florida. It is validly existing and is duly qualified to perform all of the acts required herein.

(Continued to Sheet 16.0.6)



Lakeland Electric & Water Utilities

Excellence is Our Goal, Service is Our Job

Original

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Original

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AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
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(Continued from Sheet 16.0.5)

- B. The execution, delivery, and performance of this Agreement by Lakeland has been duly authorized by all necessary action and this Agreement constitutes a valid and binding obligation of Lakeland enforceable against Lakeland in accordance with its terms.
- C. There are no actions, suits, or proceedings pending, or to the knowledge of Lakeland, threatened before or by any judicial body or any governmental authority which would render Lakeland incapable of performing its obligations under this Agreement.
- D. No approval of any governmental body having jurisdiction is required which has not been obtained by Lakeland in order for Lakeland to enter into and perform its obligations under this Agreement and its execution and performance will not require the consent of any third party. The execution and delivery of this Agreement and performance by Lakeland hereunder will not constitute or result in a breach, default or violation of any law (including any special act of the Florida Legislature relating to Lakeland), or the City Charter of Lakeland or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Lakeland is subject or to which Lakeland is a party, including the participation agreement with the Orlando Utilities Commission and revenue bond indentures and related documents.

Section X - Representation and Warranties of

_____ hereby represents and warrants to Lakeland, with the intention to induce Lakeland to enter into this Agreement, that on the Effective Date of this Agreement, or with respect to subsection C., upon the date of execution, the following are true and correct:

- A. _____ is a corporation duly incorporated, validly existing in good standing under the laws of the State of Florida, and is duly qualified to transact business in this state.
- B. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action and this Agreement constitutes a legal valid and binding obligation of _____ enforceable against _____ in accordance with its terms.
- C. There are no actions, suits or proceedings pending, or to the knowledge of _____, threatened before or by any judicial body or any governmental authority which would render _____ incapable of performing its obligations under this Agreement.
- D. No approval of any governmental body having jurisdiction is required by _____ in order for _____ to enter into or perform this Agreement, other than those set forth herein, and that execution does not require the consent of any other Party, except as set forth herein, or result in a breach or default under any other agreement to which _____ is bound.

(Continued to Sheet No. 16.0.7)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.6)

Section XI - Force Majeure Event

If, because of Force Majeure, either Party is unable in whole or in part to carry out any of its obligations under this Agreement, and if such Party promptly gives notice to the other Party of such Force Majeure, then the obligations of the Party giving such notice are suspended to the extent and for the period made reasonably necessary by such Force Majeure; provided, however, that the notifying Party proceeds with all reasonable dispatch and employs such diligence as is reasonably necessary to remedy the event causing such Force Majeure. Should the condition of Force Majeure continue for a period of thirty (30) days following notice by the experiencing Party of the event, and such condition prevents the experiencing Party from performing substantially all of its obligations under this Agreement, then either Party may terminate this Agreement without liability to the other following written notice to the non-terminating Party.

Section XII - Binding Effect; Assignment; Entire Agreement

- A. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns; for these purposes, successor shall include, without limitation, any entity or other person to whom Lakeland transfers its electric utility operations.
- B. Notwithstanding the provisions of subsection A., this Agreement shall not be assigned by Lakeland without the prior written consent of _____ unless this Agreement is assigned to a third party in connection with the transfer by Lakeland of its entire electric utility operations to such third party, and this Agreement shall not be assigned by _____ to a third party without the prior written consent of Lakeland; provided, however, that the consent of Lakeland is not required in the event of a merger, a transfer of substantially all assets, or a similar reorganization if the surviving or purchasing entity substantially continues the operations of _____.
- C. This Agreement contains a complete statement of all of the arrangements between the Parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Any modifications to this Agreement shall be in writing and executed in the same manner as this Agreement.

Section XIII - Choice of Law

The Agreement shall be governed and construed in accordance with the laws of the State of Florida.

(Continued to Sheet No. 16.0.8)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKE LAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.7)

Section XIV - Dispute Resolution

The parties agree to use their best efforts to resolve any disputes which may arise out of the operation of this Agreement amicably to avoid the expense of litigation. In the event a situation arises where the parties are unable to resolve a disputed issue, then the parties shall pursue non-binding mediation. The parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the parties and the expense shared equally.

Section XIV - Construction

- A. *Headings* - The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.
- B. *Waiver* - 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.
- C. *Remedies Cumulative* - 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.
- D. *Severability* - 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.

(Continued to Sheet No. 16.0.9)



AGREEMENT FOR SERVICE PURSUANT TO
CITY OF LAKELAND RATE CLASSIFICATION
LONG TERM ELECTRIC SERVICE CONTRACT

(Continued from Sheet No. 16.0.8)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized officers this _____ day of _____ 1996.

City of Lakeland, Florida

By: _____

By: _____

Attest:

By: _____

By: _____

Approved as to Form and Correctness:

By: _____

City Attorney