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November 30, 2023

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

***Re: City of Mount Dora, Florida – Original Tariff Sheets***

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Mount Dora, Florida pursuant to Rules 25-9.05 through 25-9.071 of the *Florida Administrative Code*.

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

- a. Original Sheets No. 10.6.0 through 10.6.3, *Solar Project Electric Service Rider (Optional) – Rider S*.

Also included is a copy of Mount Dora's Resolution No. 2023-44 providing information on the Subscription Solar Rider. Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea  
General Counsel and Chief Legal Officer

**SOLAR PROJECT ELECTRIC SERVICE RIDER**  
**(OPTIONAL) - RIDER S**

**AVAILABILITY:**

Service under this Rider is optional and is available upon request to eligible electric customers throughout the entire territory served by the City of Mount Dora (“Mount Dora” or the “City”).

This Rider shall be conditioned upon, and shall not take effect until the earlier of (a) Mount Dora’s participation in Florida Municipal Power Agency’s solar project (the “Solar Project”), and the successful development of the solar facilities thereunder and Mount Dora’s receipt of its solar energy entitlement thereunder or (b) Mount Dora’s participation in Mount Dora Solar Farm LLC Project and the successful development of solar facilities thereunder and Mount Dora’s receipt of its solar energy thereunder

Service under this Solar Project Electric Service Rider shall remain available until the earlier of:

1. It has been terminated by vote of the Mount Dora City Council, in their sole discretion;
2. Such date wherein no solar resources remain operational as part of the Mount Dora power supply portfolio as a result of the negotiated end date of power purchase agreements and/or self-owned asset retirements, which may include Mount Dora’s participation in the Solar Project, the Mount Dora Solar Farm LLC Project, or other Mount Dora owned or purchased solar energy entitlements (cumulatively the “Mount Dora Solar Entitlements”), or any combination thereof; or
3. Such date that may require cancellation of the program due to unforeseen conditions, such as a Force Majeure, early retirement, legal or regulatory directive, default on the part of any solar power purchase agreement provider, or other unforeseen event(s) related to any Mount Dora Solar Entitlements.

Service under this Solar Project Electric Service Rider is based solely on the availability of Mount Dora Solar Entitlements. Mount Dora shall not be obligated to (a) procure additional solar resources beyond which have already been procured to service subscription interest above already available solar resources, or (b) replace any of the existing solar resources to the extent they become unavailable to Mount Dora for any reason.

**(Continued to Sheet No. 10.6.1)**

**APPLICATION:**

This Rider is available optionally to customers that receive electric service under the residential, general service non-demand, and general service demand rate schedules.

Customers that are eligible and elect to receive service under this Rider shall receive a designated amount of their monthly electric needs from one or more Mount Dora solar resources (hereinafter “Solar kWhs”).

This Solar Project Electric Service Rider is available to eligible customers on a first-come-first served basis based on the date of receipt of the customer Community Solar Application (the “Application”) until such time as Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider. The application is available at [www.cityofmoundora.com](http://www.cityofmoundora.com).

A wait list shall be maintained by Mount Dora for customers desiring to participate in the program for whom no solar resources are available. In the event (a) any previously subscribed solar energy becomes available due to the forfeiture by a prior subscriber, or (b) any additional solar resource becomes available, any such energy will be offered first to any customers remaining on the wait list on a priority basis based on the date of receipt of the Application, followed by an offering to the remainder of eligible customers. In the event that Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider, then Mount Dora may, in its sole discretion, reduce or terminate service under this Rider to customers on a reverse priority basis, based on the latest date of receipt of the Application.

In order to support an equitable structure amongst retail rate customers of various sizes, 50% of the total solar resource capacity available as of October 1, 2023, will be allocated to residential customers, with the remainder allocated to non-residential customers. In the event that such solar resource capacity is not fully subscribed by the retail customer group to which it has been allocated within a period of time to be determined by the City Council, within their sole discretion, any remaining solar resource capacity may be reallocated to other retail customers at the discretion of the Mount Dora City Council.

Subsequent to the full subscription of solar resources available as of October 1, 2023, all future subscriptions will be on a first come, first served basis in accordance with the waiting list described in the paragraph above.

Customers who have an outstanding balance with Mount Dora that is past due for 60 days or longer are not eligible for service under this Solar Project Electric Service Rider until such time as the outstanding owed balance is paid in full. Once remedied, such customers may then complete an Application, which will be considered in order of its receipt in accordance with this Rider.

**(Continued to Sheet No. 10.6.2)**

**SOLAR PROJECT SUBSCRIPTION LEVELS:**

Residential, general service non-demand, and general service demand customers who opt for service under this Rider must subscribe to one of three levels of service as described below:

(1) Level 1: Twenty-five (25%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

(2) Level 2: Fifty (50%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

(3) Level 3: One hundred (100%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

**MONTHLY RATE:**

Subject to the "Adjustments" described below for solar-designated kWhs under this Rider, the monthly rates and all other terms and conditions of the customer's applicable rate schedule shall be applicable under this Rider.

**ADJUSTMENTS:**

In addition to applying the power cost charge as specified in the customer's applicable rate schedule, service under this Rider will be subject to the adjustment described as follows, the values for which shall be adjusted at the sole discretion of Mount Dora:

(1) Solar kWhs. For those kWhs designated as Solar kWhs, the amount computed at the monthly rate for the applicable rate schedule shall be adjusted by the difference between the blended cost per kWh of Mount Dora's Solar Entitlements and Mount Dora's energy rate per kWh from Mount Dora's wholesale energy supplier multiplied by the number of Solar kWhs used. Note that such adjustment may result in a credit to the customer should the blended cost per kWh of Mount Dora's Solar Entitlements be less than the cost of Mount Dora's base generation energy rate per kWh.

**(Continued to Sheet No. 10.6.3)**

**SPECIAL PROVISIONS:**

(1) Billing for service under this Rider will begin with the first billing cycle of the calendar month following the month of Mount Dora's approval of the completed application and will continue until such time when sufficient solar energy no longer exists within the Mount Dora power supply portfolio, unless earlier discontinued in accordance with the provisions of this end of the then-current billing cycle, with changes to billing effective for the subsequent billing cycle. If a Customer, for any reason including a change in eligibility, has their service under this Rider cancelled, said Customer must pay for all charges associated with the Rider through the end of the then-current billing cycle, with changes to billing effective for the subsequent billing cycle.

(2) Customers taking service under this Rider that move to another location served by the City will be permitted to retain service under this Rider at the new location.

(3) Customers taking service under this Rider may discontinue such service at any time without penalty; however, customers who elect to discontinue service will no longer be eligible for service for one year under this Rider.

(4) No charges made under this Rider will be refunded or adjusted if service under this Rider is discontinued for any reason.

(5) This Rider shall be subject to all the terms and conditions of this Rider and its implementing resolution, as well as the general policies and procedures of the City, as adopted or amended from time to time.

**SOLAR PROJECT ELECTRIC SERVICE RIDER**  
**(OPTIONAL) - RIDER S**

**AVAILABILITY:**

Service under this Rider is optional and is available upon request to eligible electric customers throughout the entire territory served by the City of Mount Dora (“Mount Dora” or the “City”).

This Rider shall be conditioned upon, and shall not take effect until the earlier of (a) Mount Dora’s participation in Florida Municipal Power Agency’s solar project (the “Solar Project”), and the successful development of the solar facilities thereunder and Mount Dora’s receipt of its solar energy entitlement thereunder or (b) Mount Dora’s participation in Mount Dora Solar Farm LLC Project and the successful development of solar facilities thereunder and Mount Dora’s receipt of its solar energy thereunder

Service under this Solar Project Electric Service Rider shall remain available until the earlier of:

1. It has been terminated by vote of the Mount Dora City Council, in their sole discretion;
2. Such date wherein no solar resources remain operational as part of the Mount Dora power supply portfolio as a result of the negotiated end date of power purchase agreements and/or self-owned asset retirements, which may include Mount Dora’s participation in the Solar Project, the Mount Dora Solar Farm LLC Project, or other Mount Dora owned or purchased solar energy entitlements (cumulatively the “Mount Dora Solar Entitlements”), or any combination thereof; or
3. Such date that may require cancellation of the program due to unforeseen conditions, such as a Force Majeure, early retirement, legal or regulatory directive, default on the part of any solar power purchase agreement provider, or other unforeseen event(s) related to any Mount Dora Solar Entitlements.

Service under this Solar Project Electric Service Rider is based solely on the availability of Mount Dora Solar Entitlements. Mount Dora shall not be obligated to (a) procure additional solar resources beyond which have already been procured to service subscription interest above already available solar resources, or (b) replace any of the existing solar resources to the extent they become unavailable to Mount Dora for any reason.

**(Continued to Sheet No. 10.6.1)**

**APPLICATION:**

This Rider is available optionally to customers that receive electric service under the residential, general service non-demand, and general service demand rate schedules.

Customers that are eligible and elect to receive service under this Rider shall receive a designated amount of their monthly electric needs from one or more Mount Dora solar resources (hereinafter “Solar kWhs”).

This Solar Project Electric Service Rider is available to eligible customers on a first-come-first served basis based on the date of receipt of the customer Community Solar Application (the “Application”) until such time as Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider. The application is available at [www.cityofmounddora.com](http://www.cityofmounddora.com).

A wait list shall be maintained by Mount Dora for customers desiring to participate in the program for whom no solar resources are available. In the event (a) any previously subscribed solar energy becomes available due to the forfeiture by a prior subscriber, or (b) any additional solar resource becomes available, any such energy will be offered first to any customers remaining on the wait list on a priority basis based on the date of receipt of the Application, followed by an offering to the remainder of eligible customers. In the event that Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider, then Mount Dora may, in its sole discretion, reduce or terminate service under this Rider to customers on a reverse priority basis, based on the latest date of receipt of the Application.

In order to support an equitable structure amongst retail rate customers of various sizes, 50% of the total solar resource capacity available as of October 1, 2023, will be allocated to residential customers, with the remainder allocated to non-residential customers. In the event that such solar resource capacity is not fully subscribed by the retail customer group to which it has been allocated within a period of time to be determined by the City Council, within their sole discretion, any remaining solar resource capacity may be reallocated to other retail customers at the discretion of the Mount Dora City Council.

Subsequent to the full subscription of solar resources available as of October 1, 2023, all future subscriptions will be on a first come, first served basis in accordance with the waiting list described in the paragraph above.

Customers who have an outstanding balance with Mount Dora that is past due for 60 days or longer are not eligible for service under this Solar Project Electric Service Rider until such time as the outstanding owed balance is paid in full. Once remedied, such customers may then complete an Application, which will be considered in order of its receipt in accordance with this Rider.

**(Continued to Sheet No. 10.6.2)**

**SOLAR PROJECT SUBSCRIPTION LEVELS:**

Residential, General Service Non-Demand, and General Service Demand customers who opt for service under this Rider must subscribe to one of three levels of service as described below:

(1) *Level 1:* Twenty-five (25%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

(2) *Level 2:* Fifty (50%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

(3) *Level 3:* One hundred (100%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

**MONTHLY RATE:**

Subject to the “Adjustments” described below for solar-designated kWhs under this Rider, the monthly rates and all other terms and conditions of the customer's applicable rate schedule shall be applicable under this Rider.

**ADJUSTMENTS:**

In addition to applying the power cost charge as specified in the customer's applicable rate schedule, service under this Rider will be subject to the adjustment described as follows, the values for which shall be adjusted at the sole discretion of Mount Dora:

(1) *Solar kWhs.* For those kWhs designated as Solar kWhs, the amount computed at the monthly rate for the applicable rate schedule shall be adjusted by the difference between the blended cost per kWh of Mount Dora’s Solar Entitlements and Mount Dora’s energy rate per kWh from Mount Dora’s wholesale energy supplier multiplied by the number of Solar kWhs used. Note that such adjustment may result in a credit to the customer should the blended cost per kWh of Mount Dora’s Solar Entitlements be less than the cost of Mount Dora’s base generation energy rate per kWh.

**(Continued to Sheet No. 10.6.3)**



**SPECIAL PROVISIONS:**

- (1) Billing for service under this Rider will begin with the first billing cycle of the calendar month following the month of Mount Dora's approval of the completed application and will continue until such time when sufficient solar energy no longer exists within the Mount Dora power supply portfolio, unless earlier discontinued in accordance with the provisions of this end of the then-current billing cycle, with changes to billing effective for the subsequent billing cycle. If a Customer, for any reason including a change in eligibility, has their service under this Rider cancelled, said Customer must pay for all charges associated with the Rider through the end of the then-current billing cycle, with changes to billing effective for the subsequent billing cycle.
- (2) Customers taking service under this Rider that move to another location served by the City will be permitted to retain service under this Rider at the new location.
- (3) Customers taking service under this Rider may discontinue such service at any time without penalty; however, customers who elect to discontinue service will no longer be eligible for service for one year under this Rider.
- (4) No charges made under this Rider will be refunded or adjusted if service under this Rider is discontinued for any reason.
- (5) This Rider shall be subject to all the terms and conditions of this Rider and its implementing resolution, as well as the general policies and procedures of the City, as adopted or amended from time to time.

**RESOLUTION NO. 2023-44**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY SUBSCRIPTION SOLAR RIDER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF SUBSCRIPTION SOLAR RIDER; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora owns and operates an electric utility for the benefit of both residential and business customers; and

**WHEREAS**, there has been interest expressed in allowing electric utility customers the ability to receive a designated amount of their electric needs from Mount Dora's solar resources; and

**WHEREAS**, the City has determined that it is in its best interest to offer a subscription solar program, when available, to better serve its residential and commercial utility customers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1. Legislative Findings and Intent.** The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted as if set forth fully herein.

**SECTION 2. Adoption of Subscription Solar Rider.** The Solar Project Electric Service Rider (Optional), Rider S, attached hereto as **Exhibit "A"** is hereby established and adopted for implementation.

- A. This Solar Project Electric Service Rider (Optional) is available, pursuant to its terms and conditions, to eligible customers on a first-come-first served basis based on the date of receipt of the customer Community Solar Application.
- B. Residential, general service non-demand, and general service demand customers who opt for service under this Rider must subscribe to one of three levels of service, 100%, 50%, or 25%, of their monthly usage which will be defined as their solar usage.
- C. In addition to the Power Cost Charge, the designated solar usage shall be multiplied by the defined solar rate adjustment and applied to the utility bill, as set forth in the

Rider.

- D. The solar rate adjustment, as set forth in the Rider, is defined as the difference between the blended cost per kWh of Mount Dora's Solar Entitlements and Mount Dora's energy rate per kWh from Mount Dora's wholesale energy supplier.

**SECTION 3. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the Electric Utility Budget Billing Program, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

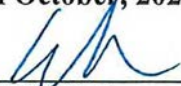
**SECTION 5. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 6. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
CRISSY STILE  
MAYOR of the City of Mount Dora, Florida

ATTEST:

  
\_\_\_\_\_  
Jeanann Hand, City Clerk

For the use and reliance of City of Mount

Dora only. Approved as to form and legality.

  
\_\_\_\_\_  
Patrick Brackins, City Attorney

**EXHIBIT "A"**

## **Exhibit A**

CITY OF MOUNT DORA, FLORIDA

### **RIDER S**

#### **SOLAR PROJECT ELECTRIC SERVICE RIDER (OPTIONAL)**

##### **AVAILABILITY:**

Service under this Rider is optional and is available upon request to eligible electric customers throughout the entire territory served by the City of Mount Dora (“Mount Dora” or the “City”).

This Rider shall be conditioned upon, and shall not take effect until the earlier of (a) Mount Dora’s participation in Florida Municipal Power Agency’s solar project (the “Solar Project”), and the successful development of the solar facilities thereunder and Mount Dora’s receipt of its solar energy entitlement thereunder or (b) Mount Dora’s participation in Mount Dora Solar Farm LLC Project and the successful development of solar facilities thereunder and Mount Dora’s receipt of its solar energy entitlement thereunder

Service under this Solar Project Electric Service Rider shall remain available until the earlier of:

1. It has been terminated by vote of the Mount Dora City Council, in their sole discretion;
2. Such date wherein no solar resources remain operational as part of the Mount Dora power supply portfolio as a result of the negotiated end date of power purchase agreements and/or self-owned asset retirements, which may include Mount Dora’s participation in the Solar Project, the Mount Dora Solar Farm LLC Project, or other Mount Dora owned or purchased solar energy entitlements (cumulatively the “Mount Dora Solar Entitlements”), or any combination thereof; or
3. Such date that may require cancellation of the program due to unforeseen conditions, such as a Force Majeure, early retirement, legal or regulatory directive, default on the part of any solar power purchase agreement provider, or other unforeseen event(s) related to any Mount Dora Solar Entitlements.

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Issued By:

Effective:

## Exhibit A

### APPLICATION:

This Rider is available optionally to customers that receive electric service under the residential, general service non-demand, and general service demand rate schedules.

Customers that are eligible and elect to receive service under this Rider shall receive a designated amount of their monthly electric needs from one or more Mount Dora solar resources (hereinafter "Solar kWhs").

This Solar Project Electric Service Rider is available to eligible customers on a first-come-first served basis based on the date of receipt of the customer Community Solar Application (the "Application") until such time as Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider. The application is available at [www.cityofmountdora.com](http://www.cityofmountdora.com).

A wait list shall be maintained by Mount Dora for customers desiring to participate in the program for whom no solar resources are available. In the event (a) any previously subscribed solar energy becomes available due to the forfeiture by a prior subscriber, or (b) any additional solar resource becomes available, any such energy will be offered first to any customers remaining on the wait list on a priority basis based on the date of receipt of the Application, followed by an offering to the remainder of eligible customers. In the event that Mount Dora no longer has sufficient solar resources to meet the demand of customers taking service under this Rider, then Mount Dora may, in its sole discretion, reduce or terminate service under this Rider to customers on a reverse priority basis, based on the latest date of receipt of the Application.

In order to support an equitable structure amongst retail rate customers of various sizes, 50% of the total solar resource capacity available as of October 1, 2023 will be allocated to residential customers, with the remainder allocated to non-residential customers. In the event that such solar resource capacity is not fully subscribed by the retail customer group to which it has been allocated within a period of time to be determined by the City Council, within their sole discretion, any remaining solar resource capacity may be reallocated to other retail customers at the discretion of the Mount Dora City Council.

Subsequent to the full subscription of solar resources available as of October 1, 2023, all future subscriptions will be on a first come, first served basis in accordance with the waiting list described in the paragraph above.

Customers who have an outstanding balance with Mount Dora that is past due for 60 days or longer are not eligible for service under this Solar Project Electric Service Rider until such time as the outstanding owed balance is paid in full. Once remedied, such customers may then complete an Application, which will be considered in order of its receipt in accordance with this Rider.

Issued By:

Effective:

## Exhibit A

### SOLAR PROJECT SUBSCRIPTION LEVELS:

Residential, general service non-demand, and general service demand customers who opt for service under this Rider must subscribe to one of three levels of service as described below:

- (1) *Level 1*: Twenty-five (25%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.
- (2) *Level 2*: Fifty (50%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.
- (3) *Level 3*: One hundred (100%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one of more Mount Dora solar resources.

### MONTHLY RATE:

Subject to the "Adjustments" described below for solar-designated kWhs under this Rider, the monthly rates and all other terms and conditions of the customer's applicable rate schedule shall be applicable under this Rider.

### ADJUSTMENTS:

In addition to applying the power cost charge as specified in the customer's applicable rate schedule, service under this Rider will be subject to the adjustment described as follows, the values for which shall be adjusted at the sole discretion of Mount Dora:

- (1) *Solar kWhs*. For those kWhs designated as Solar kWhs, the amount computed at the monthly rate for the applicable rate schedule shall be adjusted by the difference between the blended cost per kWh of Mount Dora's Solar Entitlements and Mount Dora's energy rate per kWh from Mount Dora's wholesale energy supplier multiplied by the number of Solar kWhs used. Note that such adjustment may result in a credit to the customer should the blended cost per kWh of Mount Dora's Solar Entitlements be less than the cost of Mount Dora's base generation energy rate per kWh.

### SPECIAL PROVISIONS:

- (1) Billing for service under this Rider will begin with the first billing cycle of the calendar month following the month of Mount Dora's approval of the completed application and will continue until such time when sufficient solar energy no longer exists within the Mount Dora power supply portfolio, unless earlier discontinued in accordance with the provisions of this Rider. If a Customer, for any reason including a change in eligibility, has their service under this Rider cancelled, said Customer must pay for all charges associated with the Rider through the end of the then-current billing cycle, with changes to billing effective for the subsequent billing cycle.

Issued By:

Effective:

## **Exhibit A**

(2) Customers taking service under this Rider that move to another location served by the City will be permitted to retain service under this Rider at the new location.

(3) Customers taking service under this Rider may discontinue such service at any time without penalty; however customers who elect to discontinue service will no longer be eligible for service for one year under this Rider.

(4) No charges made under this Rider will be refunded or adjusted if service under this Rider is discontinued for any reason.

(5) This Rider shall be subject to all the terms and conditions of this Rider and its implementing resolution, as well as the general policies and procedures of the City, as adopted or amended from time to time.

Issued By:

Effective: