

State of Florida



**Public Service Commission**  
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TALLAHASSEE, FLORIDA 32399-0850

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COMMISSION  
CLERK

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** May 19, 2005

**TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)

**FROM:** Division of Economic Regulation (Kummer, Wheeler) *DPW*  
Office of the General Counsel (Brown) *McBride* *TJD*

**RE:** Docket No. 050321-EM – Approval of initial electric tariffs for City of Winter Park Electric Utility.

**AGENDA:** 05/31/05 – Regular Agenda – Interested Persons May Participate

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\ECR\WP\050321.RCM.DOC

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**Case Background**

The City of Winter Park has filed an original tariff to begin service as a PSC-regulated municipal utility on June 1, 2005. Staff has worked closely with utility representatives to ensure that all Chapter 25-9, Florida Administrative Code, requirements have been met and that the utility understands its obligations as a PSC-regulated entity. This recommendation is to approve the tariffs as filed, effective June 1, 2005. The Commission has jurisdiction pursuant to Section 366.05, Florida Statutes.

DOCUMENT NUMBER-DATE

04904 MAY 19 05

### Discussion of Issues

**Issue 1:** Should the Commission approve the electric tariffs filed by the City of Winter Park Municipal Utility?

**Recommendation:** Yes. The tariffs comply with Parts IV and V of Chapter 25-9, Florida Administrative Code and should be approved.

**Staff Analysis:** Pursuant to a court-ordered arbitration award issued July 18, 2003, the City of Winter Park (City) purchased the reliability distribution system of Progress Energy Florida, Inc. (PEF) in the city. The City intends to operate its own municipal utility beginning June 1, 2005. On February 10, 2005, PEF filed a petition to be relieved of the obligation to provide service to certain customers of The City, and that petition was granted by PAA Order No. PSC-05-0453-PAA-EI, issued April 28, 2005, Docket No. 050117-EI, In Re: Petition to relieve Progress Energy Florida, Inc. of the statutory obligation to provide electrical service to certain customers within the City of Winter Park, pursuant to Section 366.03 and 366.04, F.S. That Order became final when no protests were received by May 18, 2005. PEF further states in that petition that it is in discussions with the City to finalize a new territorial agreement which will be brought before the Commission for approval at a later date.

Sections 366.04(2), 366.04(6) and 366.082, Florida Statutes address the PSC regulation of municipal utilities. Parts IV and V of Chapter 25-9, Florida Administrative Code describe the PSC's requirements for filing and changing tariffs. The City has complied with these requirements. The rates, terms, and conditions filed for provision of service to city residents mirror the corresponding tariffs on file for PEF. The City opted to adopt the existing PEF rates for a three-year period until it can conduct its own load research and cost studies. Since the PSC approved PEF's rates, the rates are deemed appropriate with respect to rate structure.

Staff has had extensive discussions with representatives of the utility on their obligations as a regulated utility, specifically concerning tariff filings and safety regulation requirements. The City has indicated that it intends to comply with all PSC statutory and rule requirements. The utility has been entered into the PSC Master Commission Directory and assigned utility code EM 885. Staff recommends that the initial tariffs filed by The City of Winter Park Electric Utility be approved and effective on June 1, 2005.

Docket No. 050321-EM

Date: May 19, 2005

**Issue 2:** Should this docket be closed?

**Recommendation:** Yes. If the tariffs are approved, there is no further action necessary at this time.

**Staff Analysis:** The docket should be closed if the Commission approves Issue 1. Municipal utilities are required to have their tariffs on file with the PSC. Once approved, they will be maintained on file until subsequent changes are made. There is no need for further Commission action at this time.



**City of Winter Park  
Florida**

**Original Sheet No. 1.100**

**CITY OF WINTER PARK, FLORIDA**

**RATES FOR ELECTRIC SERVICE  
AND GENERAL RULES AND REGULATIONS  
GOVERNING ELECTRIC SERVICE**

Issued By: Don McBride, Electric Utility Director  
Effective Date 1 June 2005



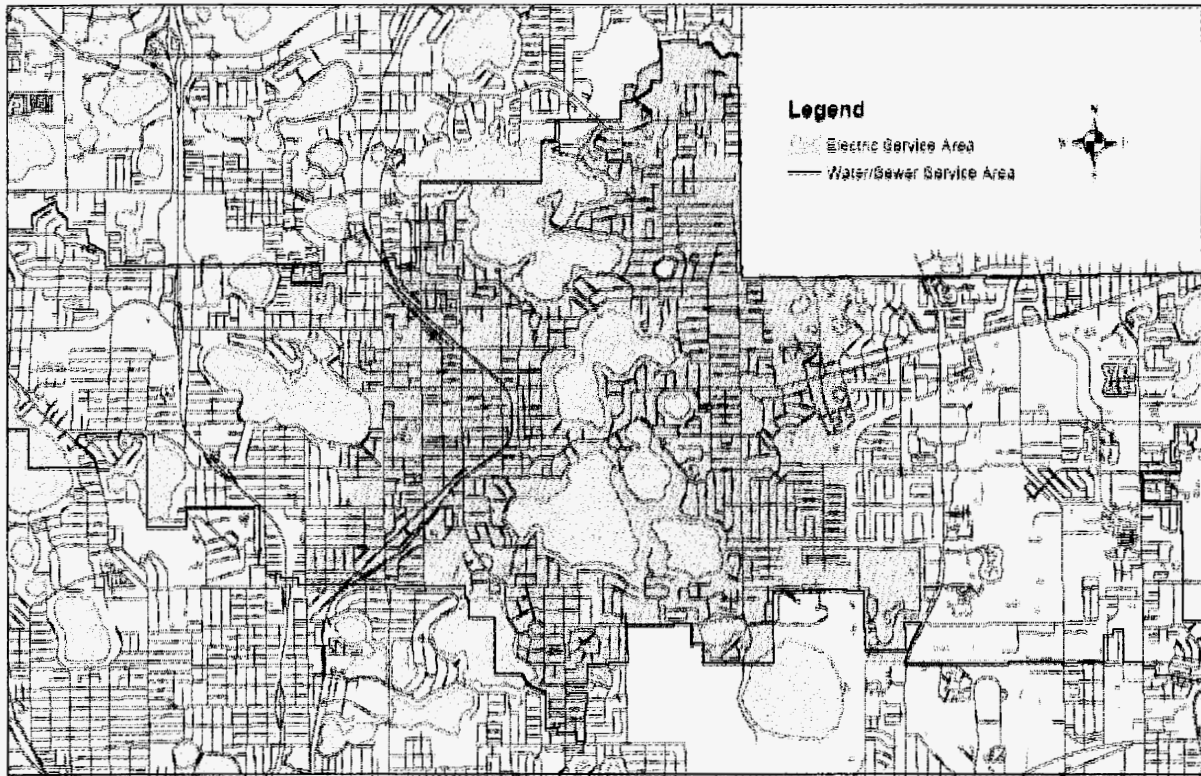
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**CITY OF WINTER PARK  
Service Area**

The City of Winter Park provides electric service within the corporate limits of the City of Winter Park that existed in December 2002 as shown in the map below. Questions regarding the availability of City electric service to specific addresses should be directed to the City.



## City of Winter Park, FL



### GENERAL RULES AND REGULATIONS GOVERNING ELECTRIC SERVICE

**General Rules and Regulations  
Governing Electric Service**

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**GENERAL RULES AND REGULATIONS  
GOVERNING ELECTRIC SERVICE**

**INTRODUCTION**

This section of the City's *Tariff* contains the rules and regulations governing electric service.

**PART I**

**DEFINITIONS AND CLASSIFICATIONS**

**1.01 Definitions:**

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) City: The City of Winter Park, Florida
- (2) Customer: The user of the City's electric service.
- (3) Service: The supply by the City of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the City's facilities, between the pole or underground cable and the point of attachment at the service entrance, which brings the service from the City's supply lines to the Customer.
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.

- (7) Point of Delivery: The point of attachment where the City's service drop is connected to the Customer's service entrance.
- (8) Connected Load: The total rated capacity in horsepower (H.P.), and/or kilowatts (kw), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- (10) Temporary Service: The supply of electricity by the City to the Customer for construction purposes; or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than a year.
- (11) Rate Schedules: The applicable schedules of rates and charges for service rendered which, are on file with the Florida Public Service Commission.

### 1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential Service (RS-1): Applicable to residential Customer's in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household.

Also, for energy used in commonly owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owners benefit.
- (b) None of the energy is used in any endeavor, which sells or rents a commodity or provides service for a fee.
- (c) Each point of delivery will be separately metered and billed.

- (d) A responsible legal entity is established as the Customer to whom the City can render its bill(s) for said service.
- (2) General Service Non-Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.
- (3) General Service Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.
- (4) Lighting Service: Applicable to any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either City or Customer owned fixtures of the type available under this rate schedule.
- (5) Temporary Service: Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes.

**1.03 Rate Applications:**

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered. The City will, upon request, advise any Customer as to the rate schedule most advantageous to his service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in the City's Rate Tariffs and are available for inspection at the City. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.

**PART II**

**AVAILABILITY AND ESTABLISHMENT OF SERVICE**

**2.01 Application for Service:**

Information may be obtained from the City as to the availability of service at the location where it is desired, and application for such service should be made by the Customer at the earliest possible time so that details for furnishing service may be determined. Unless otherwise agreed in writing by the City, and except as provided in Part III hereof, applications will be accepted only upon the condition that the City shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the City as well as upon the Customer. In order to insure that capacity is available in City equipment to provide satisfactory service to the Customer, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

**2.02 Service Available:**

Technical specifications for type and location of service may be obtained from the City.

**2.03 Temporary Service:**

The City will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the City Rate Schedule TS-1.

**PART III**

**NEW SERVICE EXTENSIONS AND UNDERGROUND RESIDENTIAL  
DISTRIBUTION**

**3.01 Contribution In Aid of Construction:**

Where an extension to existing distribution facilities (other than a transformer, service drop, and/or meter) is required to provide service to a Customer or the Customer is requesting underground service, the City may require a Contribution in Aid of Construction (CIAC). A CIAC would be due from the Customer as a result of anticipated revenues from the Customer, together with revenues from other prospective Customers to be served from such extension or underground facilities, not being sufficient to afford a fair and reasonable return on the cost of making such extension or underground facilities. The City shall use its best judgment in estimating the revenues which shall be based on an annual period ending not more than five years after the extension and/or underground facilities are placed in service.

**3.02 Route and Easement**

In making line extensions hereunder, the City shall select the most economical route, but the City will not use private property for any such extension unless an easement suitable to the City is granted by the owner of such private property to the City, without cost, in accordance with the following provisions:

- (1) Private Property of Customer: Where more than one pole is located on a customer's property for the sole purpose of supplying service to such customer, an easements for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer, and the route of the service line across the Customer's property must be cleared of uses, undergrowth, and other obstructions to access by the City's vehicles and equipment, prior to installation of the service line by the City.
- (2) Private Property of Third Party: Where, in order to provide service to a customer, City facilities are to cross over or be located upon private property not owned by such customer, or where service to such customer is to be provided from existing City facilities so situated, an easement for all such facilities involved, including poles, guys, overhead distribution circuits and overhang, if any, will be required.

- (3) Acquisition, Form and Cost: All such grants shall be obtained by the Customer upon a form acceptable to the City, properly executed by the grantor, and shall be made without cost to the City.

**3.03 Installation by Customer:**

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the City shall be at the sole option of the City. Customer installations shall be in accordance with the following provisions:

- (1) Inspection by Authorities: The City recommends that all wiring installations be inspected and approved by an authorized electrical inspector if available; and, where such inspection is required by local ordinance or authority, the City cannot render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the City.
- (2) Inspection by City: The City reserves the right to inspect Customer's installation prior to rendering service, and from time to time thereafter; but the City assumes no responsibility whatsoever for the Customer's installation as a result of any such inspection, and will not be responsible in any way for any defect in Customer's installation, or any part thereof, or for any damage which may result from any such defect.

**3.04 Special Service Requirements:**

Where the Customer requests a more costly service arrangement than that provided by the City in accordance with its standard design, such as a remote point of delivery, excess transformer capacity, or any other special requirements, the City will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

**3.05 Relocation or Modification of Existing Facilities:**

When, in the judgment of the City a change in the use or layout of the Customer's premises makes the relocation or modification of the City's existing facilities necessary,

or when such relocation or modification is requested by the Customer and is consistent with sound utility practices, the City will relocate or modify such facilities in a manner acceptable to the City. The Customer shall pay the City for all cost associated with any such relocation or modification based on an invoice prepared by the City in accordance with standard estimation procedures, and if the relocation or modification is made at the Customer's request, such payment shall be made in advance. If a requested relocation or modification involves the conversion of an existing residential overhead service to an underground service lateral, the provisions of this Section 3.01 of these Rules shall apply.



## PART IV

### TERMS AND CONDITIONS OF SERVICE

#### 4.01 Service Connection:

The City's connection with the Customer's service entrance shall be made with such service drop and shall be backed up by such transformers and related facilities and equipment as may be necessary to supply adequate electric service to the Customer in accordance with the load data furnished by the Customer at the time of applying for service.

#### 4.02 Access to Customer Premise:

The duly authorized agents of the City shall have access at all reasonable hours to the premise of the Customer for the purpose of inspecting the Customer's installation; for installing, maintaining, inspecting or removing the City's property; for reading meters; and for other purposes incident to the rendition or termination of service to the Customer. In acting hereunder, neither the City nor its authorized agents shall be liable for trespass.

#### 4.03 Protection of City Equipment:

The Customer shall provide proper protection for the City's equipment and facilities located on the Customer's premise, and shall permit no one but the City's agents or persons authorized by law, to have access to the City's equipment or facilities.

#### 4.04 Continuity of Service:

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants, or agents. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by Federal or State Governments, acts of God, or other causes beyond its control.

- (1) **Priority of Curtailment:** In an emergency, the City may interrupt, curtail, or suspend electric service to all or some of its Customers; provided the City is acting in good faith and exercising reasonable care and diligence. The selection by the City of the Customers to be interrupted, curtailed, or suspended shall be

conclusive on all parties concerned, and the City shall not be held liable with respect to any such interruption, curtailment, or suspension.

(2) Restoration of Service: In the event of an interruption, curtailment or suspension of electric service from any cause, the City reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable consistent with safety. The City shall not be held to be in default of rendering adequate electric service because of the City's preservation of system integrity for priority in the restoration of customer service.

(3) Notification of Interruptions: Whenever service is interrupted, curtailed, or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the Customers, and the City shall attempt to notify in advance (except in cases of emergency) those Customers who the City knows may be affected.

#### **4.05 Indemnification by Customer:**

The Customer shall indemnify, hold harmless and defend the City from and against any and all liability, proceedings, suits, costs or expense for loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the use or disposition of electricity by the Customer at or on the Customer's side of the Point of Delivery, unless such loss, damage, death or injury shall result from the sole negligence of the City.

**PART V**

**METERS**

**5.01 Installation and Maintenance of Meters:**

The City will install and maintain, at its own expense, such standard meter or meters, and other metering equipment, as may be necessary to measure all electric energy sold to the Customer on a metered basis. If a self-contained meter enclosure is required it will be the Customer's responsibility to furnish such equipment. All self-contained meter enclosures will be maintained or replaced by the customer. However, in the event of a service outage related to the meter enclosure, the City will temporarily restore service, if possible, and advise the customer of his or her responsibility to repair or replace the enclosure. Title to meters and metering equipment shall be and remain in the City, excluding self-contained meter enclosures.

**5.02 Meter Seals:**

All meters will be sealed by a representative of the City. Such meter seals must not be removed, destroyed or tampered with by any person other than an authorized representative of the City.

**5.03 Testing of Meters:**

Meters will be tested in accordance with regulations of the Florida Public Service Commission applicable to Public Utilities regulated by the Commission.

**5.04 Tampering with Meters:**

Unauthorized connections to and tampering with the City's meters or metering equipment, or indications or evidences thereof, shall subject the Customer to prosecution under the laws of the State of Florida, to adjustment of prior bills for services rendered and liability for payment of the adjusted amount, and to liability for reimbursement to the City of all extra expenses incurred by the City as a result thereof, and to discontinuance of service until such indebtedness has been paid.

**5.05 Provisions for Energy Pulse Data:**

The City upon request will provide for energy and/or time pulses to be transmitted from the City's metering equipment to energy management systems. The Customer shall reimburse the City for any cost associated with the installation of equipment solely used

to supply pulses to the Customer. The billing of demand and/or energy will be based upon the City's meter readings and not upon the pulse data being supplied.

**PART VI**

**CUSTOMER UTILIZATION EQUIPMENT**

**6.01 General Principles:**

The facilities of the City are designed and maintained to supply adequate service to all Customers using normal appliances and equipment included in the load data furnished by the Customers, and the City specifies only such requirements in respect of utilization equipment as are necessary to safeguard both the Customer and the City to the end that service may be rendered to all Customers with a maximum of safety and with a minimum of interruption or disturbance. Since the appliances and equipment installed or used by one Customer may very materially affect the adequacy and continuity of service to other Customers, and because the misuse of such appliances or equipment might constitute a fire hazard or endanger life, the Customer shall consult the City concerning the attachment of any special or heavy use appliances or equipment to the Customer's installation.

**6.02 Protecting Customer Installation:**

The Customer's installation shall be adequately protected with approved type fuses or circuit breakers in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover or, in the absence of such local ordinances or authorities, the requirements of the National Electrical Safety Code; and, in order to safeguard both the property of the Customer and that of the City, the Customer shall not overload or overfuse any service or branch circuit thereof.

**6.03 Limitations on Customer's Installation:**

Customer utilization equipment should be selected and used with the view of obtaining the highest practicable power factor; and no appliance or device which, in the opinion of the City, is not properly constructed, controlled or protected, or may adversely affect the City's service to other Customers, shall be connected to the Customer's installation.

- (1) Voltage Fluctuation: All utilization equipment attached to the Customer's installation shall be such that starting and operating characteristics will not cause an instantaneous voltage drop of more than four percent of the standard voltage or cause objectionable flicker in other Customer's' lighting.

- (2) Motor Regulation: All motors connected to the Customer's installation shall be equipped with satisfactory starting devices to prevent abnormal voltage fluctuations, and shall be provided with devices which will protect the motor installation against under-voltage, over-load, phase failure and short-circuit,
- (3) Power Factor Correction: Customers shall provide power factor correction apparatus satisfactory to the City on all low power factor lighting equipment, air conditioning equipment, and electric welding equipment.

**6.04 Change in Customer's Installation:**

Changes which in the opinion of the City would adversely affect the normal operation of the City's system or facilities shall not be made in the Customer's installation; and the Customer shall be liable for any damage resulting from a violation of this rule. Accordingly, the Customer shall give due notice to the City of any proposed changes in the Customer's installation involving substantial increases or changes in the Customer's electrical requirements since failure to do so may affect the quality of the Customer's service as well as that of the other Customers supplied from the same facilities.

**6.05 Limiting Connected Load:**

Where desirable or advisable, the Customer may arrange his wiring in such a manner that only a portion of the load may be served at one time. In such cases, the connected load to be used for the computation of charges shall be the largest load which can be served.

**6.06 Accidental Grounds:**

City assumes no responsibility for accidental grounds upon the Customer's installation, but the City will undertake, where practicable, to notify the Customer of such accidental grounds whenever the same are discovered by, or come to the attention of, the City.

**PART VII**  
**GUARANTEE DEPOSITS**

**7.01 Deposit Requirement:**

In order to guarantee payment for service rendered, the Customer shall provide the City with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential Customers, the guarantor must be a customer of the City with a satisfactory payment record. For non-residential Customers, the guarantor need not be a customer of the City, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. The total amount of the required deposit shall be equal to twice the Customer's average monthly bill (rounded to the nearest \$5.00), but no less than \$25.00. A deposit requirement may be waived for Customers who have previously established a satisfactory payment record with the City or meet the City's requirements for the establishment of credit.

**7.02 Refund of Deposit**

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the City will refund a residential customer's deposit. A customer is considered to have established a satisfactory payment record if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, or had more than one (1) late payment notice. Any deposit, plus accrued interest, being held by the City upon termination of service will be credited to the customer's final bill and any remaining balance refunded.

**7.03 New or Additional Deposit:**

The City may require upon written notice of not less than thirty (30) days a new deposit, where previously waived or returned, or additional deposit in order to secure payment of current bills.

**7.04 Interest on Deposit:**

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at an interest rate determined by the City from time to time. Accrued interest will be paid annually as a credit to a Customer's monthly bill, payment upon refund of deposit, or upon final settlement of customer's account,

**PART VIII**

**BILLING**

**8.01 Billing Period:**

A bill for service will be rendered on a regular monthly cycle as scheduled by the City. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

**8.02 Prorated Monthly Bills:**

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five (5) day reading range).

**8.03 Measurement and Evidence of Consumption:**

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the City's readings and records thereof shall be accepted and received, at all times and places as prima facia evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The City does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the City is unable to read a meter due to circumstances beyond the control of the City, such as inaccessibility of meters because of flood or stormy conditions, the City may render a minimum or estimated bill.



**8.04 Delinquent Bills:**

Bills are due when rendered and become delinquent if not paid within twenty-five (25) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the City's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

**8.05 Vacating or Change of Occupancy:**

When a customer vacates a premise served by the City, or when a change of occupancy therein takes place, the outgoing customer shall notify the nearest office of the City not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the City, whichever first occurs,

**8.06 Service Charges:**

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the City's Rate Schedule SC-1.

**PART IX**

**LIMITATIONS OF SERVICE**

**9.01 Confinement of Customer's Use:**

Electric service furnished to a customer shall be rendered directly to the Customer through the City's individual meter and shall be solely for the Customer's own use.

**9.02 Resales Prohibited:**

The City shall not be required to sell electricity to any customer for resale and, no customer shall be permitted to resell any electric energy purchased from the City.

**9.03 Sub-Metering:**

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the customer solely for the purpose of allocating the cost of the electricity billed by the City. Any fees or charges collected by a customer for electricity billed to the customer's account by the City, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer for no more than the customer's actual cost of the electricity billed by the City.

**9.04 Crossing Public Ways Prohibited — Exception:**

No customer shall extend electric lines or facilities across or under a street or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent track of land, except under the following conditions:

- (1) said structure or facility on adjacent land is at all times operated and utilized by the same customer for the same business or enterprise;
- (2) electric service through such single meter is utilized solely by such customer;
- (3) such single-meter electric service is otherwise permissible under applicable City rules and regulations and applicable rate schedule;
- (4) customer obtains written approval from the City on plans, and any extension or revision thereof, for such single-meter service arrangement; and

- (5) customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's' electric facilities.

**9.05 Attachments to Poles Prohibited:**

Customers and others are forbidden to use the City's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the City's facilities as to cause, or to be likely to cause, interference with the City's operations or a dangerous condition, The City shall have the right to remove any unauthorized attachments without notice and without liability for damages arising from such removal.

**PART X**

**DISCONTINUANCE AND WITHHOLDING OF SERVICE**

**10.01 Grounds for Discontinuance or Withholding of Service:**

The City may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission applicable to public utilities which are regulated by the Commission..

**10.02 Notice of Discontinuance:**

The City will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

**10.03 Medically Essential Service:**

For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential and shall be consistent with the requirements of the City's tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The City may require certification no more frequently than once every twelve (12) months.

The City shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills. The City shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension, The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the City and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the City shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date, if the Medically

Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the City may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the City may disconnect service on the specified date.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The City does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the City.

**10.04 Liability for Discontinuance:**

Whenever the City shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the City shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

**10.05 Reconnection:**

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

**10.06 Customer's Deposit:**

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customers bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.



**Index of Rate Schedules**

<b>Rate Schedule Designation</b>	<b>Index of Rate Schedules</b>	<b>Begins On Sheet No.</b>
BA-1	Billing Adjustments	3.100
SC	Service Charges	3.200
RS-1	Residential Service	3.300
GS-1	General Service Non-Demand	3.400
GS-2	General Service Non-Demand 100% Load Factor Usage	3.500
GSD-1	General Service-Demand	3.600
LS-1	Lighting Services	3.700
TS-1	Temporary Service	3.800



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate per Month provision in each of the City's rate schedule which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

<b>Rate Schedule</b>	<b>Fuel Cost Recovery Factor (cents per kW-hr)</b>
RS-1	3.918
GS-1	3.918
GS-2	3.918
GSD-1	3.918
LS-1	3.737

**Fuel Cost Recovery Factor.**

The Fuel Cost Recovery Factor will be determined periodically by the City. This factor is designed to recover the cost of fuel that is included in the cost of bulk power supply incurred by the City to provide electric service to its customers. Revisions to Fuel Cost Recovery Factor will occur at least annually but may be adjusted more frequently in the event of significant change in the cost of purchased power.

**Gross Receipts Tax Factor.**

In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

**Franchise Fee Equivalent.**

A Franchise Fee Equivalent is applied to the charges for electric service (exclusive of any municipal, county, or state sales tax) provided to customers within the jurisdictional limits of the City. The franchise fee equivalent is added to the charges for electric service prior to the application of any appropriate taxes. The City has established the franchise fee equivalent at six percent.

Continued on Page 2



**RATE SCHEDULE BA - 1  
BILLING ADJUSTMENTS  
(Continued from Page No.1)**

**Municipal Tax.**

A municipal tax is applied to the charge for electric service provided to customers within the jurisdictional limits of the City. The City has established a tax rate of ten percent.

**Sales Tax.**

A state sales tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the City). The State sales tax shall be determined in accordance with the State's sales tax laws. The amount collected by the City shall be remitted to the State in the manner required by law. Orange County Florida has imposed a County Discretionary Sales Surtax and such tax shall be applied and paid in a like manner.

**Establishment of Service.**

Charges for the establishment or re-establishment of service shall be in accordance with Rate Schedule SC-1, Service Charges herein and the City's General Rules and Regulations Governing Electric Service.

**Returned Check Charge.**

Service charges for each check dishonored by the bank upon which it is drawn shall be in accordance with SC-1, Service Charges herein.





**RATE SCHEDULE SC – 1  
SERVICE CHARGES**

Page 1 of 1

**Establishment of Service**

A service charge shall be made for each establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of City or Commission Rules.

1. A charge of \$61.00 will be made for initial establishment of service to said premise.
2. A charge of \$28.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$10.00 will be made for each subsequent re-establishment of service to said premise where the customer has a leave service active arrangement on file.
4. A Charge of \$40.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission rules where such reconnection is performed during normal working hours (M-F, 7 AM-7 PM).
5. A charge of \$55.00 will be made for the reconnection of service for nonpayment or violation of City or Commission rules where such reconnection is performed outside of normal working hours.
6. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of 1.5% except the accounts of federal, state, and local governmental entities, agencies and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than that allowed and in a manner permitted by applicable law.

**Returned Check Charge:**

A service charge of \$25.00 or 5% of the amount of the check, whichever is greater, shall be added to the customer's bill for electric service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for the failure to pay the returned check charge.



**RATE SCHEDULE RS – 1  
RESIDENTIAL SERVICE**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner'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 the City can render its bill(s) for said service.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase, at the City's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the City's Electric Service Policies.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's Electric Service Policies.

(Continued on Page 2)



**RATE SCHEDULE RS – 1  
RESIDENTIAL SERVICE**  
(Continued from Page No. 1)

**Rate Per Month:**

Customer Charge:	\$8.03
Energy and Demand Charges:	
Non-Fuel Energy Charges:	
First 1,000 kWh	4.4860 cents per kWh
All additional kWh	5.4860 cents per kWh
Additional Charges	
Fuel Cost Recovery Factor	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100
Franchise Fee Equivalent:	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax	See Sheet No. 3.101

**Minimum Monthly Bill:**

The Minimum Monthly Bill shall be the Customer Charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

**Term of Service:**

From billing period to billing period, until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission rules or City Electric Service Policies.



**RATE SCHEDULE GS-1  
GENERAL SERVICE – NON-DEMAND**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies.

**Rate Per Month:**

Customer Charge:

Unmetered Account:	\$5.99
Secondary Metering Voltage:	\$10.62
Primary Metering Voltage:	\$134.31
Transmission Metering Voltage:	\$662.48

Energy and Demand Charges:

Non-Fuel Energy Charge:	4.722 cents per kWh
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**Metering Voltage Adjustment:**

Metering voltage will be at the option of the City. When the City meters at a voltage above standard distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge and Fuel Cost Recovery Factor hereunder:

(Continued on Page 2)



**RATE SCHEDULE GS-1  
GENERAL SERVICE. NON-DEMAND**  
(Continued from Page No.1)

**Metering Voltage Adjustment (continued):**

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100
Franchise Fee Equivalent :	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax:	See Sheet No. 3.101

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission rules or City Electric Service Policies.

Continued on Page 3



**RATE SCHEDULE GS-1**  
**GENERAL SERVICE. NON-DEMAND**  
(Continued from Page No.2)

**Term of Service (continued):**

Customers taking service under another City rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve months.

Where special equipment to serve the customer is required, the City may require a specified term of service contract.

**Special Provisions:**

The City may, under the provisions of this rate, require a contract with the Customer upon the City's contract form. Whenever the Customer increases his electrical load, which increase requires the City to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

The City 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. The Customer may request the City to furnish such additional equipment, and the City, at its sole option, may furnish, install and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.

For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the City, be estimated in lieu of installing meters.



**RATE SCHEDULE GS-2  
GENERAL SERVICE – NON-DEMAND  
100% LOAD FACTOR USAGE**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To any customer, other than residential, with fixed wattage loads operating continuously throughout the billing period (such as traffic signals, cable TV amplifiers, and gas transmission substations).

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies.

**Rate Per Month:**

Customer Charge:

Unmetered Account:	\$ 5.99
Secondary Metering Voltage:	\$ 10.62

Energy and Demand Charges:

Non-Fuel Energy Charge:	2.095 cents per kWh
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**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100

Continued on Page 2



**RATE SCHEDULE GS-2  
GENERAL SERVICE. NON-DEMAND  
100% LOAD FACTOR USAGE  
(Continued from Page No.1)**

**Additional Charges (continued):**

Franchise Fee Equivalent:	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax:	See Sheet No. 3.101

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

**Term of Service:**

From billing period to billing period, until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission rules or City Electric Service Policies.

Where special equipment to serve the Customer is required, the City may require a specified term of service contract.

**Special Provisions:**

The City may, under the provisions of this rate, require a contract with the Customer upon the City's contract form. Whenever the Customer increases his electrical load, which increase requires the City to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

The City 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

Continued on Page 3





**RATE SCHEDULE GS-2  
GENERAL SERVICE. NON-DEMAND  
100% LOAD FACTOR USAGE  
(Continued from Page No.2)**

**Special Provisions (continued):**

furnished and maintained by the Customer. The Customer may request the City to furnish such additional equipment, and the City, at its sole option, may furnish, install, and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.

The calculated kWh usage at each unmetered point shall be determined by operating tests or utilization of manufacturer's rating and specifications. The monthly operation shall be based on a standard of 730 hours. For cable TV amplifiers or similar equipment, the input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer's Rated Efficiency}}$$

where, such above values are established by the Manufacturer.



**RATE SCHEDULE GSD-1  
GENERAL SERVICE – DEMAND**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies.

**Rate Per Month:**

Customer Charge:

Secondary Metering Voltage:	\$10.62
Primary Metering Voltage:	\$134.31
Transmission Metering Voltage:	\$662.48

Demand Charge: \$3.45 per kW of Billing Demand

Energy Charge:

Non-Fuel Energy Charge: 2.458 cents per kWh

**Determination of Billing Demand:**

The billing demand shall be the maximum 30 minute kW demand established during the current billing period.

Continued on Page 2



**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND**  
(Continued from Page No.1)

**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage: \$0.27 per kW of Billing Demand  
For Transmission Delivery Voltage: \$0.63 per kW of Billing Demand

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the City. When the City meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Fuel Cost Recovery Factor and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 20 cents for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 20 cents for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor: See Sheet No. 3.100  
Gross Receipts Tax Factor: See Sheet No. 3.100  
Franchise Fee Equivalent: See Sheet No. 3.100

Continued on Page 3



**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND**  
(Continued from Page No.2)

**Additional Charges (continued):**

Municipal Tax	See Sheet No. 3.101
Sales Tax:	See Sheet No. 3.101

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission or City Rules.

Customers taking service under another City rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

Where special equipment to serve the Customer is required, the City may require a specified term of service contract.

**Special Provisions:**

The City may, under the provisions of this rate, require a contract with the Customer. Whenever the Customer increases his electrical load, which increase requires the City to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

Continued on Page 4



**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND**  
(Continued from Page No. 3)

**Special Provisions (continued):**

The City 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. The Customer may request the City to furnish such additional equipment, and the City, at its sole option, may furnish, install, and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To any customer, for the sole purpose of lighting roadways or other outdoor land use areas served from either the City or Customer owned fixtures of the type available under this rate schedule.

**Character of Service:**

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the City's standard voltage available.

**Limitation of Service:**

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective "Electric Service Policies."

**Rate Per Month:**

Customer Charge:

Unmetered:	\$1.09 per line of billing
Metered:	\$3.13 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge:	1.781¢ per kWh
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(Continued on Page No. 2)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No.1)

**Per Unit Charges:**

**I. Fixtures**

ILLUMINATING TYPE	DESCRIPTION	LAMP SIZE			CHARGES PER UNIT \$			
		LUMENS	WATTS <sup>2</sup>	kWh	FIXTURE	MAIN-TENANCE	NON-FUEL ENERGY <sup>3</sup>	TOTAL
<b>Incandescent:<sup>1</sup></b>								
110	Roadway	1,000	92	32	0.94	3.29	0.57	4.80
115	Roadway	2,500	189	66	1.48	3.33	1.18	5.99
170	Post Top	2,500	206	72	18.69	1.21	1.28	21.18
<b>Mercury Vapor:<sup>1</sup></b>								
205	Open Bottom	4,000	125	44	2.34	0.93	0.78	4.05
210	Roadway	4,000	125	44	2.70	0.93	0.78	4.41
215	Post Top	4,000	125	44	3.18	0.93	0.78	4.89
220	Roadway	8,000	203	71	3.06	0.92	1.26	5.24
225	Open Bottom	8,000	203	71	2.29	0.93	1.26	4.48
235	Roadway	21,000	450	158	3.70	0.95	2.81	7.46
240	Roadway	62,000	1,102	386	4.85	1.10	6.87	12.82
245	Flood	21,000	450	158	4.85	0.95	2.81	8.61
250	Flood	62,000	1,102	386	5.68	1.10	6.87	13.65
<b>Sodium Vapor:</b>								
305	Open Bottom <sup>1</sup>	4,000	60	21	2.33	1.28	0.37	3.98
310	Roadway <sup>1</sup>	4,000	60	21	2.86	1.28	0.37	4.51
313	Open Bottom <sup>1</sup>	6,500	82	29	3.84	1.74	0.52	6.10
314	Hometown II	9,500	121	42	3.73	1.47	0.75	5.95
315	Post Top-Colonial/Contemp <sup>1</sup>	4,000	60	21	4.35	1.28	0.37	6.00
316	Colonial Post Top <sup>1</sup>	4,000	97	34	3.71	1.28	0.61	5.60
318	Post Top <sup>1</sup>	9,500	121	42	2.29	1.28	0.75	4.32
320	Roadway-Overhead Only	9,500	121	42	2.90	1.28	0.75	4.93
321	Deco Post Top-Monticello	9,500	140	49	10.89	1.47	0.87	13.23
322	Deco Post Top-Flagler	9,500	140	49	14.86	1.47	0.87	17.20
323	Roadway-Turtle OH Only	9,500	121	42	3.96	1.47	0.75	6.18
325	Roadway-Overhead Only	16,000	185	65	3.01	1.30	1.16	5.47
330	Roadway-Overhead Only	22,000	249	87	3.34	1.32	1.55	6.21
335	Roadway	27,500	297	104	3.31	1.32	1.85	6.48
336	Roadway-Bridge	27,500	297	104	6.18	1.32	1.85	9.35
337	Roadway-DOT	27,500	297	104	5.38	1.32	1.85	8.55
340	Roadway-Overhead Only	50,000	482	169	4.01	1.33	3.01	8.35
342	Roadway-Turnpike <sup>1</sup>	50,000	479	168	7.57	1.27	2.99	11.83
343	Roadway-Turnpike <sup>1</sup>	27,500	309	108	7.42	1.22	1.92	10.56

(Continued on Page No. 3)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No.2)

**I. Fixtures (continued)**

ILLING TYPE	DESCRIPTION	LAMP SIZE			CHARGES PER UNIT \$			TOTAL
		LUMENS	WATTS <sup>2</sup>	kWh	FIXTURE	MAIN- TENANCE	NONFUEL ENERGY <sup>3</sup>	
<b>Sodium Vapor Continued:<sup>1</sup></b>								
345	Flood-Overhead Only	27,500	293	103	4.28	1.32	1.83	7.43
350	Flood-Overhead Only	50,000	485	170	4.47	1.33	3.03	8.83
351	Underground Roadway	9,500	121	42	4.96	1.28	0.75	6.99
352	Underground Roadway	16,000	185	65	6.95	1.30	1.16	9.41
353	Underground Roadway	22,000	249	87	7.44	1.32	1.55	10.31
354	Underground Roadway	27,500	309	108	7.42	1.32	1.92	10.66
356	Underground Roadway	50,000	479	168	7.81	1.33	2.99	12.13
357	Underground Flood	27,500	309	108	8.09	1.32	1.92	11.33
358	Underground Flood	50,000	479	168	8.19	1.33	2.99	12.51
359	Underground Turtle Rdway	9,500	121	42	5.58	1.47	0.75	7.80
360	Deco Roadway Rectangular <sup>1</sup>	9,500	134	47	9.98	1.28	0.84	12.10
365	Deco Roadway Rectangular	27,500	309	108	9.98	1.32	1.92	13.22
366	Deco Roadway Rectangular	50,000	479	168	9.98	1.32	2.99	14.29
370	Deco Roadway Round	27,500	309	108	12.28	1.32	1.92	15.52
375	Deco Roadway Round	50,000	479	168	12.29	1.33	2.99	16.61
380	Deco Post Top – Acorn <sup>1</sup>	9,500	141	49	7.00	1.28	0.87	9.15
381	Deco Post Top <sup>1</sup>	9,500	140	49	3.71	1.28	0.87	5.86
383	Deco Post Top-Biscayne	9,500	140	49	12.76	1.28	0.87	14.91
385	Deco Post Top-Salem	9,500	141	49	5.96	1.28	0.87	8.11
393	Deco Post Top <sup>1</sup>	4,000	60	21	7.00	1.28	0.37	8.65
394	Deco Post Top <sup>1</sup>	9,500	140	49	16.64	1.40	0.87	18.91
<b>Metal Halide</b>								
327	Deco Post Top –MH Sanibel	12,000	211	74	15.34	1.47	1.32	18.13
371	MH Deco Rectangular	38,000	454	159	12.78	3.08	2.83	18.69
372	MH Deco Circular	38,000	454	159	15.12	3.08	2.83	21.03
373	MH Deco Rectangular <sup>5</sup>	110,000	1080	378	12.73	4.75	6.73	24.21
386	MH Flood <sup>5</sup>	110,000	1080	378	11.86	4.75	6.73	23.34
389	MH Flood-Sportslighter <sup>5</sup>	110,000	1080	378	11.92	4.75	6.73	23.40
390	MH Deco Cube	38,000	454	159	15.04	3.08	2.83	20.95
396	Deco PT MH Sanibel Dual <sup>5</sup>	24,000	423	148	29.97	6.14	2.64	38.75
397	MH Post Top Biscayne	12,000	211	74	12.85	3.07	1.32	17.24
398	MH Deco Cube <sup>5</sup>	110,000	1080	378	18.28	4.75	6.73	29.76
399	MH Flood	38,000	454	159	9.89	3.08	2.83	15.80

(Continued on Page No. 4)





**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No.3)

**II. Poles**

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT \$
425	Wood, 14' Laminated	1.82
420	Wood, 30/35'	1.66
480	Wood, 40/45'	4.28
415	Concrete, Curved1	4.37
450	Concrete, 1/2 Special	1.60
410	Concrete, 15' <sup>1</sup>	2.12
405	Concrete, 30/35'	3.86
406	16' Deco Conc - Single Sanibel	8.93
407	16' Deco Conc- Double Sanibel 26'	9.63
408	26' Aluminum DOT Style Pole	38.10
409	36' Aluminum DOT Style Pole	48.25
411	16' Octagonal Conc1	2.00
412	32' Octagonal Deco Concrete	12.44
413	25' Tenon Top Concrete	9.09
466	16' Deco Con Vic II - Dual Mount	13.79
467	16' Deco Conc Washington - Dual	20.73
468	16' Conc Colonial- Dual Mount	10.19
471	22' Deco Concrete	11.45
472	22' Deco Conc Single Sanibel	12.24
473	22' Deco Conc Double Sanibel	13.18
474	22' Deco Conc Double Mount	14.31
476	25' Tenon Top Bronze Concrete	13.39
477	30' Tenon Top Bronze Concrete	14.52
478	35' Tenon Top Bronze Concrete	16.06
479	41' Tenon Top Bronze Concrete	19.40
485	Concrete, 40/45'	8.82
435	Aluminum, TypeA <sup>1</sup>	6.04
439	Black Fiberglass 16'	18.13
440	Aluminum, Type B <sup>1</sup>	6.72
445	Aluminum, Ty_ C <sup>1</sup>	13.13
455	Steel, Type A <sup>1</sup>	3.77
460	Steel, Type B <sup>1</sup>	4.04
465	Steel, Type C <sup>1</sup>	5.65
430	Fiberglass, 14', Black <sup>1</sup>	1.92
437	Fiberglass, 16', Black, Fluted, Dual Mount <sup>1</sup>	20.11
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base <sup>1</sup>	15.90
436	Deco Fiberglass, 16', Black, Fluted <sup>1</sup>	17.87
438	Deco Fiberglass, 20', Black <sup>1</sup>	5.36

(Continued on Page No. 5)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No.4)

**II. Poles (Continued)**

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT \$
434	Deco Fiberglass, 20', Black, Deco Base <sup>1</sup>	11.22
446	Deco Fiberglass, 30', Bronze <sup>1</sup>	10.60
433	Deco Fiberglass, 35', Bronze <sup>1</sup>	10.84
432	Deco Fiberglass, 35', Bronze, Anchor Base <sup>1</sup>	25.19
428	Deco Fiberglass, 35', Bronze, Reinforced <sup>1</sup>	17.51
447	Deco Fiberglass, 35', Silver, Anchor Base <sup>1</sup>	19.61
431	Deco Fiberglass, 41', Bronze <sup>1</sup>	14.32
429	Deco Fiberglass, 41', Bronze, Reinforced <sup>1</sup>	24.08
448	Deco Fiberglass, 41', Silver <sup>1</sup>	16.50
469	35' Tenon Top Quad Floor Mount	12.23
481	30' Tenon Top Concrete, Single Flood Mount	7.76
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	10.77
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	14.96
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	14.70
486	Tenon Style Concrete 46' Single Flood Mount	11.69
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	12.08
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	11.81
489	35' Tenon Top Concrete, Single Flood Mount	8.80
490	Special Concrete 13' <sup>1</sup>	15.94
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	11.04
492	16' Smooth Decorative Concrete/ The Colonial	6.87
493	19' White Aluminum <sup>1</sup>	23.71
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.68
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	9.81
497	16' Decorative Concrete w/decorative base/The Washington	16.92
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	10.26
499	16' Decorative Concrete- Vic II	9.98

(Continued on Page No. 6)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No.5)

**III. Additional Facilities**

Electrical Pole Receptacle \$2.32 per unit

Notes to Per Unit Charges:

- (1) Restricted to existed Installations
- (2) Includes ballast losses
- (3) **Shown for information only.** Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Available only on certain decorative poles. Electric use permitted only during the period of October through January.
- (5) Special applications only.

**Additional Charges:**

Fuel Cost Recovery Factor:		See Sheet No. 3.100
Gross Receipts Tax Factor	:	See Sheet No. 3.100
Franchise Fee Equivalent:		See Sheet No. 3.100
Municipal Tax:		See Sheet No. 3.101
Sales Tax:		See Sheet No. 3.101

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and applicable Fixture, Maintenance, and Pole Charges.

Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

(Continued on Page No. 7)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 6)

**Term of Service:**

Except as provided in Special Provision No. 14, service under this rate schedule shall be for a minimum initial term of six (6) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removable cost of the facilities.

**Special Provisions:**

1. The City will require a written contract from the Customer for service under this rate.
2. Where the City provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
    - (a) Fixture Charge: 1.46% of the City's average installed cost.
    - (b) Maintenance Charge: The City's estimated cost of maintaining fixture.
  - II. Pole
 

Pole Charge: 1.67% of installed cost
3. The Customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The City shall not be required to make such repair or replacement prior to payment by the Customer for damage.
4. Maintenance Service for Customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the City to perform maintenance of Customer-owned fixtures, the City may consider providing such service and bill the Customer in accordance with the City's policies related to work performed for the public.
5. kWh consumption for City-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

(Continued on Page 8)



**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 7)

**Special Provisions (Continued):**

6. kWh consumption for Customer-owned fixtures shall be metered. Installation of Customer-owned lighting facilities shall be provided for by the Customer. The City may consider installing customer owned lighting facilities and will bill the Customer in accordance with the City's policy related to work performed for the public. Any costs incurred by the City to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the Customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a City-owned pole which is utilized for other general distribution purposes.
8. Replacement of lamps of City maintained fixtures will be made by the City within three (3) business days after the Customer notifies the City that the lamp is burned out.
9. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available sodium vapor fixture of the Customer's choosing and the Customer shall commence being billed at its appropriate rate. Where the Customer requests the continued use of the same fixture type for appearance reasons, the City will attempt to provide such fixture and the Customer shall commence being billed at a rate determined in accordance with Special Provision No.2 for the cost of the renovated or replaced fixture.
10. The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. All new leased lighting shall be installed on poles owned by the City.
12. Alterations to leased lighting facilities requested by Customer after date of installation (I.e. redirect, install shields, etc.), will be billed to the Customer in accordance with the City's policies related to work performed for the public.
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the Customer's responsibility to pay for necessary additional facilities. Refer to Part III, of the City's General Rules and Regulations Governing Electric Service regarding Contributions In Aid of Construction owed by the Customer.

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**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 8)

**Special Provisions (Continued):**

14. The Customer shall have the option to make an up-front lump sum payment in lieu of paying the otherwise applicable monthly charges specified in this rate schedule, for those premium lighting fixtures and poles designated by the City, subject to the following conditions:
  - A. The Customer must execute the an up-front lease agreement with an initial term of ten (10) years, after the initial term the then effective monthly fixture and pole charges will be applicable.
  - B. The up-front lump sum payment shall be calculated based on the present value of the otherwise applicable monthly fixture and pole charges over the initial ten-year term of the lease agreement, discounted at a rate equal to the interest rate paid on ten (10) ten-year Treasury Notes at the end of the month prior to execution of the lease.
  - C. The minimum up-front lump sum payment is \$50,000.
  - D. A processing fee of \$700 shall be paid upon execution of the up front lease agreement to defray the costs of contract administration over the term of the lease. If the Customer requests multiple engineering estimates to determine the up-front lump sum payment that would be required under alternative lighting configurations, the City may charge a fee to cover its reasonable costs to perform such estimates.
  - E. If the Customer requests multiple engineering estimates to determine the up-front lump sum payment that would be required under alternative lighting configurations, the City may charge a fee to cover its reasonable costs to perform such estimates.



**RATE SCHEDULE TS-1  
TEMPORARY SERVICE**

**Availability:**

Available throughout the entire territory served by the City.

**Applicable:**

To any customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary services.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies."

**Rate Per Month:**

City's applicable General Service rate schedule.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100
Franchise Fee Equivalent :	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax:	See Sheet No. 3.101

(Continued on Page 2)



**RATE SCHEDULE TS-1  
TEMPORARY SERVICE**  
(Continued from Page No.1)

**Minimum Monthly Bill:**

As provided for in the applicable rate schedule.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for additional thirty (30) day periods.

**Special Provisions:**

1. Metering voltage will be at the option of the City.
2. The City may under the provisions of this rate, at its option, require a contract with the customer.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the City's existing distribution system. The Customer shall pay a service charge of \$104.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the City, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the City may waive advance payments if the Customer has established, in the sole judgment of the City, satisfactory credit.





**STANDARD FORMS**

**(Reserved for Future)**



**CONTRACTS and AGREEMENTS**  
**(Reserved for Future)**