

ELECTRIC RATE TARIFFS

VOLUME 1

LAKELAND ELECTRIC

A DEPARTMENT OF

THE CITY OF LAKELAND, FLORIDA

Rate Tariffs As Filed With
The Florida Public Service Commission



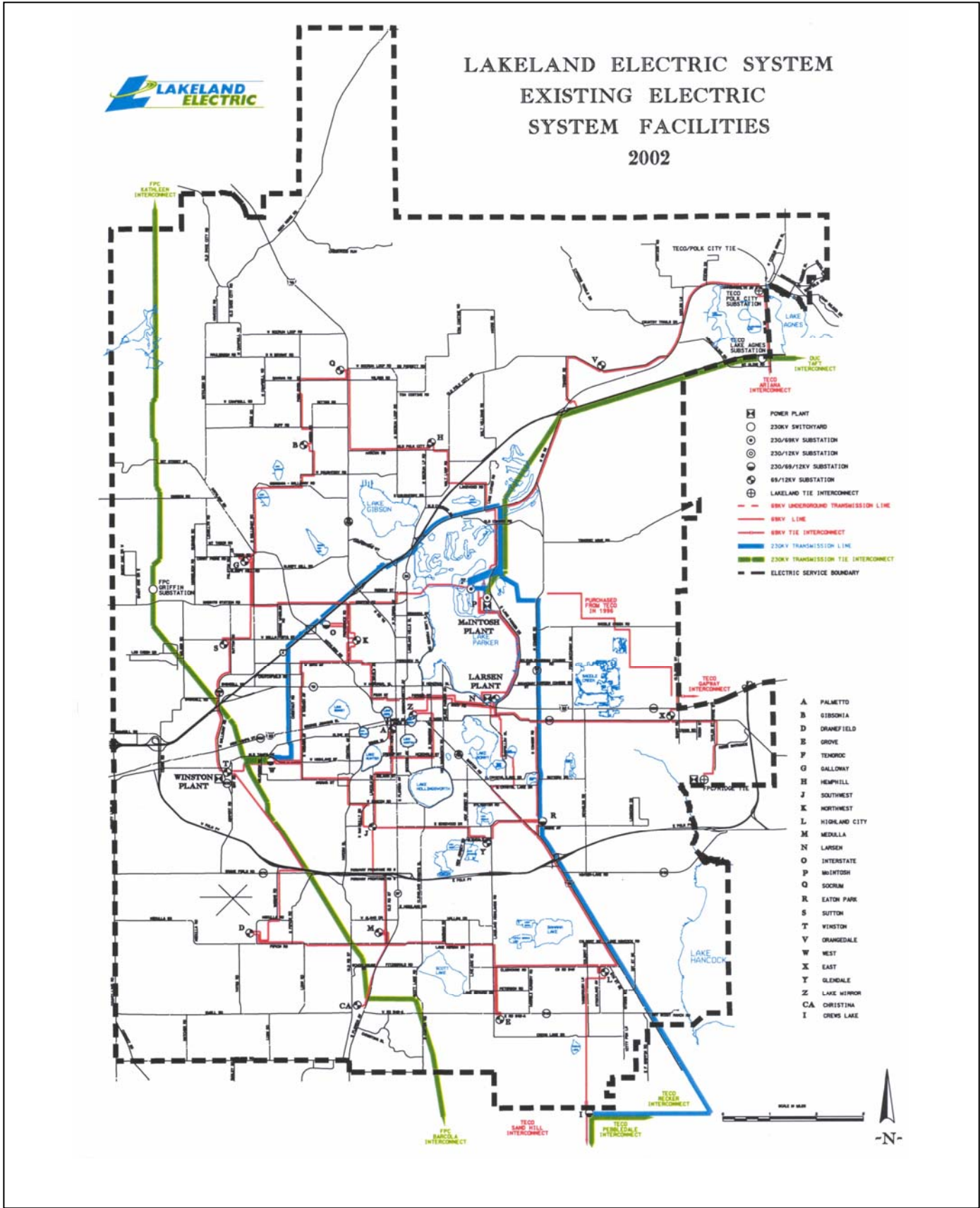
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GENERAL DESCRIPTION OF
SERVICE AREA

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

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



LIST OF COMMUNITIES SERVED

1. Eaton Park – All
2. Highland City – All
3. Polk City (Incorporated) – All
4. Kathleen – All
5. Medulla – All
6. Providence – All
7. Gibsonia – All
8. Galloway – All

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RATE SCHEDULE RS

Rate RS

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RESIDENTIAL SERVICE

Available:

In all territory served by Lakeland Electric.

Applicable:

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

1. 100% of the energy used is exclusively for the co-owners' benefit.
 2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 3. Each point of delivery will be separately metered and billed.
 4. A responsible legal entity is established as the Customer to whom a bill can be rendered.
- All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

Standby service or resale not permitted under this rate schedule.

Net Rate Per Month:

Customer Charge:	\$8.00
Energy Charge:	4.882¢ per kWh up to 1,000 kWh
	5.382¢ per kWh from 1,001 to 1,500 kWh
	5.882¢ per kWh all above 1,500 kWh

Minimum Bill:

Customer charge, plus Adjustments.

Adjustments:

Fuel charge, as contained in Schedule BA-1
Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2
10% Utility Tax inside City limits, as contained in Schedule BA-2
10% Surcharge outside City limits, as contained in Schedule BA-2
Environmental Compliance Cost Charge as contained in Schedule BA-3
Polk County Service Tax, as adopted by Polk County

Payment:

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

Terms and Conditions:

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



RATE SCHEDULE RSX-1
RESIDENTIAL SERVICE
OPTIONAL TIME-OF-DAY

Rate RSX-1
Page 1 of 2

Available:

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

Applicable:

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

1. 100% of the energy used is exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom a bill can be rendered.

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

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge:	\$15.00
Energy Charge:	
On-Peak:	11.504¢ per kWh
Off-Peak:	1.746¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

	<u>Summer</u>	<u>Winter</u>
On-Peak Hours	<u>Apr. 1 - Oct. 31</u>	<u>Nov. 1 - March 31</u>
(Monday-Friday)	1:01 PM - 10:00 PM	6:01 AM - 12:00 Noon and 5:01 PM - 10:00 PM
Off-Peak Hours	All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.	

(Continued to Sheet No. 6.1.1)

RATE SCHEDULE RSX-1
RESIDENTIAL SERVICE
OPTIONAL TIME-OF-DAY

Rate RSX-1
Page 2 of 2

(Continued from Sheet No. 6.1)

Minimum Bill:

Customer Charge, plus Adjustments.

Adjustments:

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

Payment:

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

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk. Customers who select to take service hereunder will be required to remain on the rate for a minimum initial period of twelve (12) consecutive months which shall be automatically extended for successive periods of twelve (12) months each until terminated by written notice given by the customer or Lakeland Electric. Customer may, however, terminate sooner provided that they pay to the Electric Department the customer charge in excess of \$8.00 per month that would otherwise be payable during the remaining months of the initial terms of service, plus \$55.00 for the installation and removal of the Time-of-Day equipment.



Seventh Revised Sheet No. 6.2
Cancels Sixth Revised Sheet No. 6.2

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Fourth Revised
Cancels Third Revised

Sheet No. 6.2.1
Sheet No. 6.2.1

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RATE SCHEDULE GS

Rate GS
Page 1 of 3

GENERAL SERVICE AND CONSTRUCTION POWER

Available:

In all territory served by the Electric Department.

Applicable:

To (a) any general service customer whose metered demand, or any general service customer without a demand meter, whose connected load does not exceed 49 kW, for more than two out of the twelve (12) most recent monthly billing periods, including the current billing period, or (b) for Temporary Construction Power. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Connect and Disconnect Charge:

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

Net Rate Per Month:

Customer Charge: \$10.00

Energy Charge: 5.302¢ per kWh

Minimum Bill:

Customer charge, plus Adjustments.

Adjustments:

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

(Continued to Sheet No. 7.0.1)

RATE SCHEDULE GS

Rate GS
Page 2 of 3

GENERAL SERVICE AND CONSTRUCTION POWER

(Continued from Sheet No. 7.0)

Payment:

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

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk. Where the use of energy is for irrigation purposes, the customer agrees to accept the conditions of this schedule for a period of not less than twelve (12) consecutive months.

Determination of Billing Demand:

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

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

Sports or Athletic Fields:

Sports or athletic fields which are operated by governmental or non-profit organizations and which have measured demand of 50 kW or more (connected loads of 50 kW or more if connected load is used in

(Continued to Sheet No. 7.0.2)

RATE SCHEDULE GS

Rate GS

Page 3 of 3

GENERAL SERVICE AND CONSTRUCTION POWER

(Continued from Sheet No. 7.0.1)

Sports or Athletic Fields: (continued)

lieu of demand measurement) may elect to be served under this provision of Rate Schedule GS, and billed at the following charges instead of the otherwise applicable Rate Schedule GSD or GSLD charges:

Net Rate Per Month

Customer Charge: \$ 10.00

Energy Charge: 6.002¢ per kWh

Minimum Bill: Customer charge, plus Adjustments

This provision is applicable only to non-profit organizations and to governmental agencies operating sports or athletic fields utilizing high efficiency lighting methods approved by Lakeland Electric. Any field not using high efficiency lights on the effective date of this rate schedule is included in this provision, provided however, that any replacement or change in the lights after the effective date of this rate schedule shall be to high efficiency lights pursuant to a plan theretofore filed with and approved by Lakeland Electric. Any such plan must provide for a complete change to high efficiency lights within five years of the effective date of this rate schedule. To be eligible for service under this provision, the non-profit organization, or governmental agency, shall file a plan within sixty (60) days of the effective date of this provision (4/1/83), or on the date of being first provided with electrical service, whichever is later. Any organization or agency failing to file such plan, or not complying with the plan approved for that organization or agency, shall be ineligible for service under this provision and shall immediately convert to the regular customer classification under the applicable rate schedule based upon that customer's demand on the electric system and shall be liable for any and all charges under the applicable rate schedule, thereafter, including demand charges.



RATE SCHEDULE GSX-1
GENERAL SERVICE
OPTIONAL TIME-OF-DAY

Rate GSX-1
Page 1 of 3

Available:

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

Applicable:

To any general service customer whose metered demand, or any general service customer without a demand meter, whose connected load does not exceed 49 kW, for more than two out of twelve (12) most recent monthly billing periods, including the current billing period. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge: \$ 15.00

Energy Charge:

On-Peak: 11.504¢ per kWh

Off-Peak: 1.746¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

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

(Continued to Sheet No. 7.1.1)

RATE SCHEDULE GSX-1
GENERAL SERVICE
OPTIONAL TIME-OF-DAY

Rate GSX-1
Page 2 of 3

(Continued from Sheet No. 7.1)

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

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

Minimum Bill:

Customer charge, plus adjustments.

Adjustments:

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

Payment:

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

Determination of Billing Demand:

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

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

(Continued to Sheet No. 7.1.2)

RATE SCHEDULE GSX-1
GENERAL SERVICE
OPTIONAL TIME-OF-DAY

Rate GSX-1
Page 3 of 3

(Continued from Sheet No. 7.1.1)

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk. Customers who elect to take service hereunder will be required to remain on the rate for a minimum initial period of twelve (12) consecutive months which shall be automatically extended for successive periods of twelve (12) months until terminated by written notice given by the customer or Department. Customer may, however, terminate sooner provided that they pay to Lakeland Electric the customer charge in excess of \$10.00 per month that would otherwise be payable during the remaining months of the initial term of service, plus \$55.00 for the installation of the Time-of-Day equipment.

RATE SCHEDULE GSD
GENERAL SERVICE DEMAND

Rate GSD
Page 1 of 3

Available:

In all territory served by the Electric Department.

Applicable:

To (a) any general service customer whose highest measured 30-minute interval demand has equalled or exceeded 50 kW three or more months and has been less than 500 kW for ten or more months of the twelve (12) most recent monthly billing periods, including the current billing period, or (b) for Temporary Construction Power where the measured demand or connected load equals or exceeds 50 kW or (c) for customers not receiving service under (a) or (b) above and at the option of the customer, to customers with demands at any level below 50 kW who agree to pay the "minimum bill" as described below for at least twelve (12) months. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Connect and Disconnect Charge:

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

Net Rate Per Month:

Customer Charge: \$30.00
Demand Charge: \$ 7.00 per kW of Billing Demand
Energy Charge: 2.019¢ per kWh

Minimum Bill:

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

(Continued to Sheet No. 7.2.1)

RATE SCHEDULE GSD
GENERAL SERVICE DEMAND

Rate GSD
Page 2 of 3

(Continued from Sheet No. 7.2)

Adjustments:

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

Payment:

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

Determination of Billing Demand:

The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

For those customers taking service under option (c) with demands below 50 kW for two out of the twelve (12) most recent monthly billing periods, the billed demand shall be the monthly measured maximum 30-minute integrated demand but not less than 25 kW.

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

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

(Continued to Sheet No. 7.2.2)

RATE SCHEDULE GSD

Rate GSD

Page 3 of 3

GENERAL SERVICE DEMAND

(Continued from Sheet No. 7.2.1)

Primary Voltage Service:

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

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

Secondary Service Metered at Primary Voltage:

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

Facilities Charge:

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

Terms and Conditions:

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

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



RATE SCHEDULE GSX-2
GENERAL SERVICE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-2
Page 1 of 4

Available:

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

Applicable:

To any general service customer whose highest measured 30-minute interval demand has equalled or exceeded 50 kW three or more months and has been less than 500 kW for ten or more months of the twelve (12) most recent monthly billing periods, including the current billing period. Also, at the option of the customer, to customers with demands at any level below 50 kW who agree to pay the "minimum bill" as described below for at least twelve (12) months. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge:	\$37.00
Demand Charge:	\$ 7.00 per kW of Billing Demand
Energy Charge:	
On-Peak:	7.894¢ per kWh
Off-Peak:	0.500¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

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

(Continued to Sheet No. 7.3.1)

RATE SCHEDULE GSX-2
GENERAL SERVICE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-2
Page 2 of 4

(Continued from Sheet No. 7.3)

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

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

Minimum Bill:

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

Payment:

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

Adjustments:

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

Determination of Billing Demand:

Billing demand is the highest of (1) the maximum 30-minute interval demand established during the current on-peak period, (2) 40% of the highest 30-minute interval demand established during the current off-peak period. For those customers with demands below 50 kW for two out of the twelve (12) most recent monthly billing periods, the billed demand shall be the monthly measured maximum 30-minute integrated demand but not less than 25 kW.

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

(Continued to Sheet No. 7.3.2)

RATE SCHEDULE GSX-2
GENERAL SERVICE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-2
Page 3 of 4

(Continued from Sheet No. 7.3.1)

Determination of Billing Demand: (Continued)

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

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

Primary Voltage Service:

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

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

Secondary Service Metered at Primary Voltage:

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

(Continued to Sheet No. 7.3.3)

RATE SCHEDULE GSX-2
GENERAL SERVICE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-2
Page 4 of 4

(Continued from Sheet No. 7.3.2)

Facilities Charge:

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

Terms and Conditions:

Service hereunder is subject to the rules and regulations for electric service as adopted by Lakeland Electric from time to time and on file with the City Clerk. Customers who elect to take service hereunder will be required to remain on the rate for a minimum initial period of twelve (12) consecutive months which shall be automatically extended for successive periods of twelve (12) months until terminated by written notice given by the customer or Lakeland Electric.

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RATE SCHEDULE GSLD
GENERAL SERVICE LARGE DEMAND

Rate GSLD
Page 1 of 3

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge:	\$330.00
Demand Charge:	\$ 7.25 per kW of Billing Demand
Energy Charge:	1.788¢ per kWh

High Load Factor Service:

To any general service customer eligible to receive service under this rate schedule that maintains a monthly load factor of not less than 70%, the energy charge shall be 1.648¢ per kWh.

Minimum Bill:

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

Adjustments:

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

(Continued to Sheet No. 8.0.1)

RATE SCHEDULE GSLD

Rate GSLD

GENERAL SERVICE LARGE DEMAND

Page 2 of 3

(Continued from Sheet No. 8.0)

Payment:

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

Determination of Billing Demand:

The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

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

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

Primary Voltage Service:

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

Customers who were eligible to receive a discount under the "Transformer Ownership Discount" provision which was in effect prior to

(Continued from Sheet No. 8.0)

RATE SCHEDULE GSLD

Rate GSLD

GENERAL SERVICE LARGE DEMAND

Page 3 of 3

(Continued from Sheet No. 8.0.1)

Primary Voltage Service: (Continued)

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

Secondary Service Metered at Primary Voltage:

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

Facilities Charge:

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

Terms and Conditions:

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

RATE SCHEDULE GSX-3
GENERAL SERVICE LARGE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-3
Page 1 of 3

Available:

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

Applicable:

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

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder available only after a twelve (12) month period of parallel billing on this schedule and rate GSLD has been completed. Lakeland Electric reserves the right to limit the number of new customers served hereunder and service is subject to the availability of Time-of-Day metering equipment.

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

Net Rate Per Month:

Customer Charge:	\$330.00
Demand Charge:	\$ 7.25 per kW of Billing Demand
Energy Charge:	
On-Peak:	4.277¢ per kWh
Off-Peak:	0.5000¢ per kWh

High Load Factor Service:

To any general service customer eligible to receive service under this rate schedule that maintains a monthly load factor of not less than 70%, the on-peak energy charge shall be 4.020¢ per kWh and the off-peak energy charge shall be 0.47¢ per kWh.

(Continued to Sheet No. 8.1.1)

RATE SCHEDULE GSX-3
GENERAL SERVICE LARGE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-3
Page 2 of 3

(Continued from Sheet No. 8.1)

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

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

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

Minimum Bill:

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

Payment:

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

Adjustments:

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

Determination of Billing Demand:

Billing demand is the highest of: (1) the maximum 30-minute interval demand established during the current on-peak period or (2) 28% of the highest 30-minute interval demand established during the current off-peak period.

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

(Continued to Sheet No. 8.1.2)

RATE SCHEDULE GSX-3
GENERAL SERVICE LARGE DEMAND
OPTIONAL TIME-OF-DAY

Rate GSX-3
Page 3 of 3

(Continued from Sheet No. 8.1.1)

Determination of Billing Demand: (Continued)

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

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

Primary Voltage Service:

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

Facilities Charge:

When the customer required the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge will be based upon the cost of such excess facilities.

Terms and Conditions:

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

RATE SCHEDULE ISX-1
GENERAL SERVICE
INTERRUPTIBLE RATE
Optional Time-Of-Day

Rate ISX-1
Page 1 of 5

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric and available only after a twelve (12) month comparison of billing on this schedule and rate IS has been completed. Electric power and energy service supplied hereunder may be interrupted if required to: 1) provide service to its firm power customers during periods of capacity shortages; or 2) supply emergency interchange to other utilities for their firm load obligations. Each point of delivery served hereunder shall have installed special Time Of Use metering equipment as well as equipment to insure immediate discontinuance of service in the event of a system disturbance. Such special equipment shall be under the sole control of Lakeland Electric.

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

Notice of Interruption:

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

(Continued to Sheet No. 8.2.1)



RATE SCHEDULE ISX-1
 GENERAL SERVICE
 INTERRUPTIBLE RATE
 Optional Time-Of-Day

Rate ISX-1
 Page 2 of 5

(Continued from Sheet No. 8.2)

Notice of Interruption:

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

Net Rate Per Month:

Customer Charge:

Primary Metering Voltage	\$	330.00
Secondary Metering Voltage	\$	330.00

Demand Charge:	\$	7.25 per kW of Billing Demand
Controlled Demand Credit:	\$	4.86 per kW of Controlled Demand

Energy Charge:

On Peak :	\$	4.277 per kWh
Off Peak:	\$	0.500 per kWh

All time periods stated in prevailing time.

	<u>Summer</u>	<u>Winter</u>
	<u>Apr. 1 - Oct. 31</u>	<u>Nov. 1 - March 31</u>
On-Peak Hours	1:01 PM - 10:00 PM	6:01 AM - 12:00 Noon and 5:01 PM - 10:00 PM

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

Minimum Bill:

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

Adjustments:

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

Payment:

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

(Continued to Sheet No. 8.2.2)

RATE SCHEDULE ISX-1
GENERAL SERVICE
INTERRUPTIBLE RATE
Optional Time-Of-Day

Rate ISX-1
Page 3 of 5

(Continued from Sheet No. 8.2.1)

Determination of Billing Demand:

Billing demand is the highest of: (1) the maximum 30-minute interval demand established during the current on-peak period or (2) 28% of the highest 30-minute interval demand established during the current off-peak period.

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

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

Controlled Demand:

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

Delivery Voltage Discounts:

Primary Voltage Service:

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

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

(Continued to Sheet No. 8.2.3)

RATE SCHEDULE ISX-1
GENERAL SERVICE
INTERRUPTIBLE RATE
Optional Time-Of-Day

Rate ISX-1
Page 4 of 5

(Continued from Sheet No. 8.2.2)

Delivery Voltage Discounts (cont.):

Secondary Service Metered at Primary Voltage:

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

Facilities Charge:

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

Terms and Conditions:

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

Temporary Discontinuance on Service:

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

Special Provisions:

1. When the customer increases his electrical load, which increase requires Lakeland Electric to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of Lakeland Electric.
2. Lakeland Electric may, under the provisions of this rate, at its option, require a special contract with the customer.
3. Lakeland Electric will furnish service under this rate at a single voltage through one point of delivery and measured through one meter. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.

(Continued to Sheet No. 8.2.4)

RATE SCHEDULE ISX-1
GENERAL SERVICE
INTERRUPTIBLE RATE
Optional Time-Of-Day

Rate ISX-1
Page 5 of 5

(Continued from Sheet No. 8.2.3)

Special Provisions: (Continued)

4. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give Lakeland Electric written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless Lakeland Electric and the customer shall mutually agree to void the revocation.
5. Customers requesting service under this interruptible rate schedule must have a minimum of 500 kW of demand that is available for interruption during the utility's peak or emergency conditions.
6. In the event the Customer fails to deliver the specified interruptible load, billing adjustments will be made, back to the most recent interruption by the Lakeland Electric, to remove the Controlled Demand Credit. The adjustment shall be billed at a rate 1.25 times the Controlled Demand Credit. The Customer shall be ineligible for the Controlled Demand Credit until the ability to deliver the agreed interruptible load is demonstrated.
7. Lakeland Electric may purchase power and energy from other sources for the customer's use during periods when interruptions are required but is not required to do so pursuant to this schedule. When possible, Lakeland Electric, will provide advanced notification of purchases made for the customer or as soon as practical thereafter and similar notification will be provided upon termination of such purchases. The customer will be required to pay the actual charges of such purchases in lieu of the otherwise applicable energy charges (energy charge, capacity charge, and fuel adjustment) provided in this rate schedule. These costs shall be based on the customer's proportionate share of a higher cost of such purchased energy plus 1.04 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule during the corresponding calendar month.
8. Lakeland Electric, when possible, will provide advanced notification when interruptions are eminent or as soon as practical; thereafter, when advanced notice is not feasible.

RATE SCHEDULE IS
GENERAL SERVICE
INTERRUPTIBLE RATE

Rate IS
Page 1 of 4

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder is at the sole option of Lakeland Electric, and may be interrupted if electric power and energy delivered hereunder is required to: 1) provide service to its firm power customers during periods of capacity shortages; or 2) supply emergency interchange to other utilities for their firm load obligations. Each point of delivery served hereunder shall have installed special equipment to insure immediate discontinuance of service in the event of a system disturbance. Such special equipment shall be under the sole control of Lakeland Electric.

Notice of Interruption:

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

Net Rate Per Month:

Customer Charge:

Primary Metering Voltage	\$	330.00
Secondary Metering Voltage	\$	330.00

Demand Charge:	\$	7.25 per kW of Billing Demand
Controlled Demand Credit:	\$	4.86 per kW of Controlled Demand

Energy Charge:		1.788 per kWh
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(Continued to Sheet No. 8.3.1)

RATE SCHEDULE IS
GENERAL SERVICE
INTERRUPTIBLE RATE

Rate IS
Page 2 of 4

(Continued from Sheet No. 8.3)

Minimum Bill:

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

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

Payment:

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

Determination of Billing Demand:

The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

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

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

Controlled Demand:

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

Primary Voltage Service:

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

(Continued to Sheet 8.3.2)

RATE SCHEDULE IS
GENERAL SERVICE
INTERRUPTIBLE RATE

Rate IS
Page 3 of 4

(Continued from Sheet No. 8.3.1)

Primary Voltage Service: (cont.)

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

Secondary Service Metered at Primary Voltage:

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

Facilities Charge:

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

Terms and Conditions:

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

Temporary Discontinuance on Service:

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

Special Provisions:

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

(Continued to Sheet No. 8.3.3)

RATE SCHEDULE IS
GENERAL SERVICE
INTERRUPTIBLE RATE

Rate IS
Page 4 of 4

(Continued from Sheet No. 8.3.2)

Special Provisions: (Continued)

2. Lakeland Electric may, under the provisions of this rate, at its option, require a special contract with the customer.
3. Lakeland Electric will furnish service under this rate at a single voltage through one point of delivery and measured through one meter. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer.
4. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give Lakeland Electric written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless Lakeland Electric and the customer shall mutually agree to void the revocation.
5. Customers requesting service under this interruptible rate schedule must have a minimum of 500 kW of demand that is available for interruption during the utility's peak or emergency conditions.
6. In the event the Customer fails to deliver the specified interruptible load, billing adjustments will be made, back to the most recent interruption by the Lakeland Electric, to remove the Controlled Demand Credit. The adjustment shall be billed at a rate 1.25 times the Controlled Demand Credit. The Customer shall be ineligible for the Controlled Demand Credit until the ability to deliver the agreed interruptible load is demonstrated.
7. Lakeland Electric may purchase power and energy from other sources for the customer's use during periods when interruptions are required but is not required to do so pursuant to this schedule. When possible, Lakeland Electric, will provide advanced notification of purchases made for the customer or as soon as practical thereafter and similar notification will be provided upon termination of such purchases. The customer will be required to pay the actual charges of such purchases in lieu of the otherwise applicable energy charges (energy charge, capacity charge, and fuel adjustment) provided in this rate schedule. These costs shall be based on the customer's proportionate share of a higher cost of such purchased energy plus 1.04 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule during the corresponding calendar month.
8. Lakeland Electric, when possible, will provide advanced notification when interruptions are eminent or as soon as practical; thereafter, when advanced notice is not feasible.

RATE SCHEDULE GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE
(Closed To New Business As Of November 15, 2001)

Rate GSX-6
Page 1 of 3

Available:

In all territory served by Lakeland Electric.

Applicable:

To any general service customer whose highest 30-minute interval demand exceeds 1,000 KW for three (3) out of the twelve (12) most recent billing periods, including the current billing period, with a twelve (12) month average load factor of 60% or greater. All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

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

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

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

(Continued to Sheet No. 8.4.1)

RATE SCHEDULE GSX-6 Rate GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE Page 2 of 3

(Continued from Sheet No.8.4)

Term of Service:

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

Primary Voltage Service:

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

Facilities Charge:

When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above rates. The facilities charge will be based upon the cost of such excess facilities.

Terms and Conditions:

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

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

Monthly Minimum Bill:

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

Adjustments:

Fuel charge, as contained in Schedule BA-1
Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2.
10% Utility Tax inside City limits, as contained in schedule BA-2.
10% Surcharge outside City limits, as contained in schedule BA-2.
Florida State Sales Tax
Polk County Public Service Tax, as adopted by Polk County
Florida State Sales Tax, as adopted by The State of Florida

(Continued to Sheet No. 8.4.2)

RATE SCHEDULE GSX-6 Rate GSX-6
LARGE HIGH LOAD FACTOR POWER SERVICE Page 3 of 3

(Continued from Sheet No. 8.4.1)

Payment:

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

Determination of Demand:

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

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

Special Provisions:

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

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RATE SCHEDULE ELDC
EXTRA LARGE DEMAND CUSTOMER

Rate ELDC
Page 1 of 3

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge:	\$330.00
Demand Charge:	\$13.89 per kW of Billing Demand
Local Distribution Charge:	\$4.45 per kW of Billing Demand (included in Demand Charge)
Energy Charge:	0.314¢ per kWh

Minimum Bill:

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

Adjustments:

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

(Continued to Sheet No. 8.6.1)

RATE SCHEDULE ELDC

Rate ELDC

EXTRA LARGE DEMAND CUSTOMER

Page 2 of 3

(Continued from Sheet No. 8.6)

Payment:

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

Determination of Billing Demand:

The billing demand for the month shall be the maximum 30-minute integrated kilowatt demand in the month.

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

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

Transmission Voltage Service:

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

Primary Voltage Service:

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

Customers who were eligible to receive a discount under the "Transformer Ownership Discount" provision which was in effect prior to

(Continued to Sheet No. 8.6.2)

RATE SCHEDULE ELDC

Rate ELDC

EXTRA LARGE DEMAND CUSTOMER

Page 3 of 3

(Continued from Sheet No. 8.6.1)

Primary Voltage Service: (Continued)

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

Secondary Service Metered at Primary Voltage:

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

Facilities Charge:

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

Terms and Conditions:

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



RATE SCHEDULE ELDCX-1
EXTRA LARGE DEMAND CUSTOMER
OPTIONAL TIME-OF-DAY

Rate ELDCX-1
Page 1 of 3

Available:

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

Applicable:

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

Character of Service:

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

Limitation of Service:

Resale not permitted under this rate schedule. Service hereunder available only after a twelve (12) month comparison of billing on this schedule and rate ELDC has been completed. Lakeland Electric reserves the right to limit the number of new customers served hereunder and service is subject to the availability of Time-of-Day metering equipment.

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

Net Rate Per Month:

Customer Charge: \$330.00
 Demand Charge: \$13.89 per kW of Billing Demand
 Local Distribution Charge: \$4.45 per kW of Billing Demand (included in Demand Charge)
 Energy Charge:
 On-Peak: 0.314¢ per kWh
 Off-Peak: 0.314¢ per kWh

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

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

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

(Continued to Sheet No. 8.7.1)

RATE SCHEDULE ELDCX-1
EXTRA LARGE DEMAND CUSTOMER
OPTIONAL TIME-OF-DAY

Rate ELDCX-1
Page 2 of 3

(Continued from Sheet No. 8.7)

Minimum Bill:

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

Payment:

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

Adjustments:

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

Determination of Billing Demand:

Billing demand is the highest of: (1) the maximum 30-minute interval demand established during the current on-peak period or (2) 28% of the highest 30-minute interval demand established during the current off-peak period.

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

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

(Continued to Sheet No. 8.7.2)

RATE SCHEDULE ELDCX-1
EXTRA LARGE DEMAND CUSTOMER
OPTIONAL TIME-OF-DAY

Rate ELDCX-1
Page 3 of 3

(Continued from Sheet No. 8.7.1)

Transmission Voltage Service:

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

Primary Voltage Service:

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

Facilities Charge:

When the customer required the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above demand and energy rate. The facilities charge will be based upon the cost of such excess facilities.

Terms and Conditions:

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



Seventh Revised
Cancels Sixth Revised

Sheet No. 11.0
Sheet No. 11.0

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Fourth Revised
Cancels Third Revised

Sheet No. 11.1.1
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Third Revised Sheet No. 11.1.2
Cancels Second Revised Sheet No. 11.1.2

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RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

Rate SS-1
Page 1 of 5

Available:

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

Applicable:

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

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

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

Character of Service:

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

Limitation of Service:

Customers provided service under this tariff must sign a tariff agreement for the purchase of firm standby and supplemental service.

Should supplemental and standby service be provided one under the firm rate, and the other under the interruptible rate, separate meters will be required for each.

Energy provided under this tariff is not available for resale.

(Continued to Sheet No. 11.2.1)

RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

Rate SS-1
Page 2 of 5

(Continued from Sheet No. 11.2)

Temporary Discontinuance of Service:

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

Net Rate Per Month:

Supplemental Service

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

Maintenance and Back-Up Charges

Customer Charge:	\$400.00
Reservation Charge: Monthly	\$1.49 per kW of Contract Standby Billing Demand
Daily Demand Charge:	\$0.71 per kW day of actual demand
Local Distribution Charge:	\$4.45 per kW of Contract Standby Billing Demand
Note:	Local Distribution Charge is not applicable when electric service is provided solely from the transmission system.
Energy Charge:	0.110¢ per kWh 4.277¢ per kWh (On-Peak Time of Day) 0.056¢ per kWh (Off-Peak Time of Day)

Minimum Bill:

Customer charge, reservation charge, facilities charge plus Adjustments.

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

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

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

(Continued to Sheet No. 11.2.2)

RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

Rate SS-1
Page 3 of 5

(Continued from Sheet No. 11.2.1)

Determination of Billing Demand:

Contract Standby Demand - Established in the tariff agreement for electric service provided under Rate Schedule SS-1, the demand contracted shall not exceed the net dependable capability of the customer's generating equipment. This demand will remain constant unless agreed to by mutual consent and appropriate changes are made to the tariff agreement and the agreement executed by both parties.

Standby Billing Demand - Is the summation of the maximum integrated thirty (30) minute standby demand delivered by Lakeland Electric each day of the billing period. Standby demand for each thirty (30) minute period is the integrated thirty (30) minute demand delivered by Lakeland, but not exceeding the difference between the contract standby demand and the thirty (30) minute integrated kW output of the customer's generating unit(s), but never less than zero.

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

Supplemental Billing Demand - Supplemental billing demand for the month shall be the maximum 30-minute integrated "Supplemental Demand" for the month. It is intended that this demand shall fairly represent the capacity which the Department is required to stand ready to supply in excess of the customer's generating capacity.

Installations which use this service in a manner such that measurement of a 30-minute interval does not result in fair or equitable measure of the supply capacity required to serve the customer's load, then the measured demand may be adjusted taking into account the known character of use and the rating data of the equipment connected or from special tests. It is the intent of this provision that the demand billed shall fairly represent the customer's capacity requirement. In cases where Lakeland Electric elects to use connected load instead of demand measurement as the method for determining demand, it will take into account the known character of use and the rating data of the equipment connected.

(Continued to Sheet No. 11.2.3)

RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

Rate SS-1
Page 4 of 5

(Continued from Sheet No. 11.2.2)

Definitions of the Time-of-Day Periods:

All time periods stated in prevailing time.

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

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

Primary Voltage Service:

Service at primary voltage, where available, will be supplied under this rate schedule upon request. When service is supplied at primary voltage, the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. A \$0.26 discount on demand charge and a 1% discount on energy, plus non-exempt fuel as specified in Schedule BA-2, charges and on the Schedule BA-3 charge will be allowed when service is delivered and metered at primary voltage.

Facilities Charge:

When the customer requests and the utility agrees to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay monthly a facilities charge in addition to the above demand and energy rate. The facilities charge will be based upon the cost of such excess facilities.

Terms and Conditions:

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

(Continued to Sheet No. 11.2.4)

RATE SCHEDULE SS-1
FIRM SUPPLEMENTAL AND STANDBY

Rate SS-1
Page 5 of 5

(Continued from Sheet No. 11.2.3)

Terms and Conditions: (continued)

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

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

Adjustments:

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

Payment:

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

RATE SCHEDULE PXT
LARGE HIGH LOAD FACTOR POWER SERVICE
(Closed to New Business As of April 2, 2007)

Rate PXT
Page 1 of 4

Available:

In all territory served by Lakeland Electric.

Applicable:

To any general service customer whose monthly 30-minute interval demand equals or exceeds 3,000 kW.
All service hereunder will be supplied at one location through one point of delivery and measured through one meter.

Character of Service:

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

Limitation of Service:

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

Net Rate Per Month:

Customer Charge: Established by Agreement.

Energy Charge: Established by Agreement.

Demand/Capacity Charge:

Monthly Demand Charge or schedule for the prepayment of Capacity Charges during the term of the required Agreement between Lakeland Electric and the customer will be required.

(Continued to Sheet No. 12.0.1)

RATE SCHEDULE PXT
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate PXT
Page 2 of 4

(Continued from Sheet No. 12.0)

High Load Factor Service:

The customers monthly load factor will be taken into consideration when developing the base rate energy charge.

Monthly Minimum Bill:

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

Adjustments:

Fuel Charge, As Contained In Schedule BA-1
Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2
10% Utility Tax inside City Limits, as contained in Schedule BA-2
10% Surcharge outside City Limits, as contained in Schedule BA-2
Environmental Compliance Cost Charge as contained in Schedule BA-3
Polk County Public Service Tax, as adopted by Polk County
Florida State Sales Tax, as adopted by The State of Florida

Payment:

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

Determination of Demand:

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

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

(Continued to Sheet No. 12.0.2)

RATE SCHEDULE PXT
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate PXT
Page 3 of 4

(Continued from Sheet No. 12.0.1)

Determination of Demand: (Continued)

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

Term of Service:

Service hereunder will be for a minimum initial period of four (4) years.

Primary Voltage Service:

Service at primary voltage, where available, will be supplied under this rate schedule. When service is supplied at primary voltage the customer will own and maintain all substations, lines, transformer supporting structures, transformers and other equipment required for utilization of the delivery voltage. Lakeland Electric will own no equipment beyond the primary voltage metering point. Primary voltage service will be taken into account when computing the base energy charge.

Facilities Charge:

When the customer requires the utility to furnish and install special facilities for the exclusive use of the customer, such customer will be required to pay a facilities charge in addition to the above rates. The facilities charge will be based upon the cost of such special facilities.

Terms and Conditions:

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

RATE SCHEDULE PXT
LARGE HIGH LOAD FACTOR POWER SERVICE

Rate PXT
Page 4 of 4

(Continued from Sheet No. 12.0.2)

Special Provisions:

1. Under the provisions of this rate, Lakeland Electric will require a separate agreement with the customer.
2. If the customer load exceeds the initial contracted capacity, then a new agreement may be required, unless such excess capacity is specifically provided for in the initial agreement.
3. Lakeland Electric 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.



RATE SCHEDULE OL

Rate OL
 Page 1 of 3

PRIVATE AREA LIGHTING

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

Dusk-to-dawn lighting service.

Limitation of Service:

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

Net Per Month:

Existing Pole - Overhead Wire

FIXTURE TYPE	WATTS	LUMENS	CHARGE PER FIXTURE (\$) - - Service Options ⁴ -				KWH/MO. ASSUMED
			A.	B.	C.	D.	
High Pressure Sodium - Residential							
Suburban	70	5800	0.90	2.89	1.43	6.34	31
Coachlight ¹	70	5800	0.89	3.64	1.43	7.08	31
Acorn ³ (Decorative)	70	5800	4.21	5.10	1.43	11.86	31
Coachlight ¹	100	9500	0.99	3.62	2.21	7.94	48
Suburban	100	9500	2.68	2.85	2.21	8.86	48
Roadway	100	9500	2.55	3.67	2.21	9.55	48
Directional	100	9500	2.69	3.87	2.21	9.89	48
Flood	100	9500	2.69	3.87	2.21	9.89	48
Antique ² (Decorative)	100	9500	.90	6.18	2.21	10.41	48
Shoebox (Closed)	100	9500	4.49	5.35	2.21	13.17	48
Arlington ³ (Decorative)	100	9500	2.59	5.12	2.21	11.04	48
Acorn ³ (Decorative)	100	9500	4.39	5.10	2.21	12.82	48
Granville ³ (Decorative)	100	9500	2.89	4.99	2.21	11.21	48
Coachlight ¹	150	16000	1.13	4.07	3.31	9.63	72
Roadway	150	16000	4.67	3.63	3.31	12.73	72
Suburban	250	27500	2.25	3.96	5.39	12.72	117
Roadway	250	27500	3.73	3.80	5.39	14.04	117
Directional	250	27500	5.62	5.02	5.39	17.15	117
Roadway	400	50000	9.37	4.07	7.46	22.02	162
Directional	400	50000	8.41	5.03	7.46	22.02	162
Metal Halide – Commercial							
Directional Flood	250	21000	7.23	5.02	5.39	18.76	117
Turnpike	250	21000	12.75	5.48	5.39	24.74	117
Shoebox Sports – Single	250	21000	7.83	5.97	5.39	20.31	117
Shoebox Sports – Single	400	36000	8.66	5.99	7.46	23.23	162
Directional Flood	400	36000	10.29	4.94	7.46	23.81	162
Turnpike	400	36000	12.50	5.49	7.46	26.57	162
Interstate	400	36000	13.04	7.07	7.46	28.69	162
Standard Sports – Single	1000	110000	13.22	1.67	16.39	32.40	356

(Continued to Sheet No. 13.0.1)



RATE SCHEDULE OL

Rate OL
Page 2 of 3

PRIVATE AREA LIGHTING
(Continued from Sheet No. 13.0)

FIXTURE TYPE	WATTS	LUMENS	CHARGE PER FIXTURE (\$)				KWH/MO. ASSUMED
			-Service Options ⁴				
			A.	B.	C.	D.	
Metal Halide – Commercial (cont.)							
Shoebox Sports – Single	1000	110000	14.59	8.00	16.39	40.10	356
Standard Sports – Single	1500	155000	15.94	1.81	24.76	43.63	538
Shoebox Sports – Double	2000	220000	31.59	16.00	32.77	81.48	712
Standard Sports – Double	2000	220000	22.98	5.00	32.77	61.87	712
Shoebox Sports – Triple	3000	330000	47.59	24.00	49.16	121.87	1068
Standard Sports – Triple	3000	330000	38.13	10.00	49.16	98.41	1068
Standard Sports – Quad	4000	440000	47.38	16.66	65.55	130.71	1424
Shoebox Sports - Quad	4000	440000	63.32	32.00	65.55	161.99	1424
Municipal Fixtures Including Pole							
Solar (closed)	26	2100	63.12	22.99	0	87.23	12
Lake Mirror	50	4100	44.21	4.87	1.10	51.30	24
Lake Mirror	70	5800	44.03	4.65	1.43	51.23	31
Street Scape Single	70	5800	42.22	5.78	1.43	52.55	31
Street Scape Single	100	9500	43.24	6.01	2.21	52.58	48
Street Scape Single	150	16000	43.43	5.76	3.31	53.62	72
Street Scape Double	140	14900	52.95	15.94	2.85	72.86	67
Contactors							
Single Pole			5.58				
Double Pole			6.61				
Pull Box			3.05				

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

¹ Used with the 16' Aluminum Pole

² Used with the 14' Fiberglass Pole

³ Used with the 13' Decorative Concrete Pole

⁴ Service Options

A. Fixture and Installation Only;

B. Maintenance of Fixture Only;

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

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

Minimum Bill:

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

Adjustments:

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

Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2

10% Utility Tax inside city limits, as contained in Schedule BA-2

10% Surcharge outside city limits, as contained in Schedule BA-2

Environmental Compliance Cost Charge as contained in Schedule BA-3

Polk County Public Service Tax, as adopted by Polk County

Florida State Sales Tax, as adopted by The State of Florida

(Continued to Sheet No. 13.0.2)

RATE SCHEDULE OL

Rate OL
Page 3 of 3

(Continued from Sheet No. 13.0.1)

Payment:

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

Term of Service:

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

Special Provisions:

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

30' Wood Pole	\$ 2.07	45' Commercial Spun Concrete	\$ 13.28
30' concrete pole (white)	4.08	35' Commercial Concrete	7.48
16' Aluminum	5.52	40' Commercial Concrete	11.39
14' Fiberglass Pole	7.99	45' Commercial Concrete	12.48
13' Decorative Concrete	9.72	50' Commercial Concrete	13.46

2. Commencing with the effective date of this rate schedule, mercury vapor fixtures will no longer be offered for new installations. Replacement of failed mercury vapor fixtures will be made with sodium vapor fixtures unless mercury vapor fixtures are available from existing Department stocks. Sodium vapor fixtures will be billed at the appropriate rate.
3. Lakeland Electric will furnish, install and maintain approved street lighting luminaries and lamps and/or directional luminaries and lamps including integral automatic photocell controls, and will install same on existing Lakeland Electric owned poles. Installation will include one span of secondary wire, if necessary.
4. Damage to fixtures, lamps or equipment while in use on the customer's property will be replaced or repaired by the Department and such costs will be billed to the customer.
5. Underground wiring is available at extra cost to be determined by Lakeland Electric.
6. Customer desiring service under this rate will be required to sign a contract with Lakeland Electric.
7. Decorative light fixture installations including Acorn, Arlington, Antique, and Granville, will not be available on an individual basis, but will be limited to multiple installations at the discretion of Lakeland Electric. Lake Mirror and Streetscape Fixtures are available only for governmental agencies.

RATE SCHEDULE OL-1

Rate OL-1
Page 1 of 3

STREET AND ROADWAY LIGHTING

Available:

In all territory served by Lakeland Electric.

Applicable:

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

Character of Service:

Dusk-to-dawn lighting service.

Limitation of Service:

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

Net Per Month:

Existing Pole - Overhead Wire

FIXTURE TYPE	WATTS	LUMENS	CHARGE PER FIXTURE (\$)				KWH/MO. ASSUMED
			- Service Options ⁴ -				
			A.	B.	C.	D.	
High Pressure Sodium - Residential							
Suburban	70	5800	2.33	0.63	1.43	5.51	31
Coachlight ¹ (Decorative)	70	5800	2.80	0.81	1.43	6.16	31
Acorn ³ (Decorative)	70	5800	6.78	0.98	1.43	10.31	31
Coachlight ¹ (Decorative)	100	9500	2.73	0.84	2.21	6.90	48
Suburban	100	9500	3.99	0.38	2.21	7.70	48
Roadway	100	9500	4.36	0.61	2.21	8.30	48
Directional	100	9500	4.66	0.61	2.21	8.60	48
Flood	100	9500	4.00	1.27	2.21	8.60	48
Antique ² (Decorative)	100	9500	4.61	1.12	2.21	9.05	48
Shoebox (Closed)	100	9500	6.06	2.06	2.21	11.45	48
Arlington ³ (Decorative)	100	9500	5.23	1.04	2.21	9.60	48
Acorn ³ (Decorative)	100	9500	6.84	0.98	2.21	11.15	48
Granville ³ (Decorative)	100	9500	5.38	1.04	2.21	9.75	48
Coachlight ¹	150	16000	3.10	0.84	3.31	8.37	72
Roadway	150	16000	5.77	0.87	3.31	11.07	72
Suburban	250	27500	3.64	0.91	5.39	11.06	117
Roadway	250	27500	4.79	0.91	5.39	12.21	117
Directional	250	27500	7.18	1.22	5.39	14.91	117
Roadway	400	50000	9.87	0.70	7.46	19.15	162
Directional	400	50000	9.42	1.15	7.46	19.15	162
Metal Halide – Commercial							
Directional Flood	250	21000	7.33	2.47	5.39	16.31	117
Turnpike	250	21000	13.78	1.22	5.39	21.51	117
Shoebox Sports-Single	250	21000	9.05	2.10	5.39	17.66	117
Shoebox Sports-Single	400	36000	9.46	2.16	7.46	20.20	162
Directional Flood	400	36000	8.80	3.32	7.46	20.70	162
Turnpike	400	36000	13.30	1.22	7.46	23.10	162
Interstate	400	36000	15.15	1.22	7.46	24.95	162
Standard Sports-Single	1000	110000	8.33	2.33	16.39	28.17	356

(Continued to Sheet No. 13.1.1)

RATE SCHEDULE OL-1

Rate OL-1
Page 2 of 3

STREET AND ROADWAY LIGHTING
(Continued from Sheet No. 13.1)

FIXTURE TYPE	WATTS	LUMENS	CHARGE PER FIXTURE (\$)				KWH/MO. ASSUMED
			-Service Options ⁴				
			A.	B.	C.	D.	
Metal Halide – Commercial (cont.)							
Shoebox Sports-Single	1000	110000	13.97	3.39	16.39	34.87	356
Standard Sports-Single	1500	155000	9.63	2.43	24.76	37.94	538
Shoebox Sports-Double	2000	220000	25.32	11.64	32.77	70.85	712
Standard Sports-Double	2000	220000	12.50	7.41	32.77	53.80	712
Shoebox Sports-Triple	3000	330000	30.93	24.76	49.16	105.97	1068
Standard Sports-Triple	3000	330000	20.05	15.24	49.16	85.57	1068
Standard Sports-Quad	4000	440000	21.16	25.83	65.55	113.66	1424
Shoebox Sports-Quad	4000	440000	31.44	42.75	65.55	140.86	1424
Municipal Fixtures Including Pole							
Solar (closed)	26	2100	63.10	11.63	0	75.85	12
Lake Mirror	50	4100	11.41	1.12	1.10	43.67	24
Lake Mirror	70	5800	11.54	1.12	1.43	44.13	31
Street Scape Single	70	5800	39.98	2.03	1.43	44.56	31
Street Scape Single	100	9500	39.99	2.03	2.21	45.35	48
Street Scape Single	150	16000	40.16	2.03	3.31	46.62	72
Street Scape Double	140	14900	52.13	7.25	2.85	63.35	67
Contactor							
Single Pole			4.85				
Double Pole			5.75				
Pull Box			2.65				

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

Discrete Street and Roadway Lighting Charges are as follows:

¹ Used with the 16' Aluminum Pole

² Used with the 14' Fiberglass Pole

³ Used with the 13' Decorative Concrete Pole

⁴ Service Options

A. Fixture and Installation Only

B. Maintenance of Fixture Only

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

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

Minimum Bill:

The minimum monthly bill shall be the sum of each of the Discrete Roadway and Street Lighting Charges, plus the service charge.

Adjustments:

Fuel charge as contained in Schedule BA-1

(Fuel charge is applied to the assumed kWh per fixture)

Florida Gross Receipts and Regulatory Tax Adjustment, as contained in Schedule BA-2

10% Utility Tax inside city limits, as contained in Schedule BA-2

10% Surcharge outside city limits, as contained in Schedule BA-2

Environmental Compliance Cost Charge as contained in Schedule BA-3

Polk County Public Service Tax, as adopted by Polk County

Florida State Sales Tax, as adopted by The State of Florida

RATE SCHEDULE OL-1

Rate OL-1

Page 3 of 3

STREET AND ROADWAY LIGHTING

(Continued from Sheet No. 13.1.1)

Payment:

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

Term of Service:

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

Special Provisions:

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

30' Wood Pole	\$ 1.80	45' Commercial Spun Concrete	\$ 11.55
30' concrete pole (white)	3.20	35' Commercial Concrete	6.50
16' Aluminum	4.80	40' Commercial Concrete	9.90
14' Fiberglass Pole	6.95	45' Commercial Concrete	10.85
13' Decorative Concrete	8.45	50' Commercial Concrete	11.70

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

ELECTRIC SERVICE CHARGES

Deposits:

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

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

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

Cut-On Service Fees:

Initial cut-on fee (new meter)	15.00
Transferring cut-on fee (existing meter)	10.00
Delinquent cut-on fee at the electric meter	15.00
Delinquent cut-on fee at the electric pole	80.00
Cut-Off-Trip fee	10.00
Same day cut-fee	15.00
Cut-on after regular business hours	40.00
Energy Diversion - plus damages and hourly cost in excess of one hour	50.00

Service Charge for Unpaid Checks and Collection Fees:

For each returned check and collection of unpaid bills	\$0 - \$50.00	\$25.00
	\$50.01 - \$300.00	\$30.00
	\$300.01 - \$800.00	\$40.00
	Above \$800.00	5% of charges

Delinquent Charge:

To be applied to customers' bill upon delinquency. Due 30 days after the billing date (the greater of:)	\$ 3.50 or 1 1/2% the face value
---	----------------------------------

Interest on Deposit:

Interest will be paid on customer accounts credited monthly at the same interest rate received by Lakeland Electric from the deposit of such funds. If deposit is terminated, the amount of interest is prorated and applied accordingly.

RATE SCHEDULE BA-1

Rate BA-1
Page 1 of 2

FUEL CHARGE

The fuel charge for all service schedules except GSX-6 (Large High Load Factor Power Service) shall be 0.001¢ per kilowatt-hour sold for each 0.001¢ per kilowatt-hour of actual cost of fuel and interchange purchases used to provide the electric energy measured at the customer's meter.

Fuel charges may be either Levelized or a combination of On and Off peak charges, depending upon the rate schedule. The levelized fuel charge shall be calculated using the delivered cost of all fuel burned and the fuel cost of all interchanged power. On and Off-peak fuel cost are based on a percentage of the levelized fuel rate and are calculated once a year on or about January 1st to reflect the change in costs from one year to the next, and adjustments are made when the On-Peak percentage changes by more than 5 percentage points. The On-Peak fuel charge is 122.0% of the levelized change and the Off-Peak fuel charge is 88.6% of the levelized change. The City Commission shall by resolution establish the fuel charge.

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

Rate Schedule

RS	Residential Service
RSX-1	Optional Residential Service Time-of-Day
GS	General Service and Construction Power
GSX-1	Optional General Service Time-of-Day
GSD	General Service Demand
GSX-2	Optional General Service Demand Time-of-Day
GSLD	General Service Large Demand
GSX-3	Optional General Service Large Demand Time Of Day
ISX-1	General Service Interruptible Time Of Day Rate
IS	General Service Interruptible Rate
GSX-6	Large High Load Factor Power Service
ELDCX-1	Extra Large Demand Customer Time Of Day
ELDC	Extra Large Demand Customer

Fuel Charge

Levelized Rate	On Peak	Off Peak
X	-	-
-	X	X
X	-	-
-	X	X
X	-	-
-	X	X
X	-	-
-	X	X
X	-	-
-	X	X
X	-	-

(Continued to Sheet No. 14.0.1)

Rate Schedule BA-1

 Rate BA-1
 Page 2 of 2

FUEL CHARGE

(Continued from Sheet No. 14.0)

In accordance with Fuel charge BA-1, the table below provides an accounting of the 10 most recent years of historical fuel changes.

Historical Fuel Changes

Effective Year	Month	Levelized Rate ¢/kWh	On Peak %	Off Peak %	On Peak ¢/kWh	Off Peak ¢/kWh
1998	SEP	2.550	-	-	-	-
2000	NOV	2.850	-	-	-	-
2001	MAR	3.250	-	-	-	-
2001	JUN	3.850	-	-	-	-
2002	APR	3.650	-	-	-	-
2002	JUL	2.900	-	-	-	-
2003	MAR	3.400	-	-	-	-
2003	MAY	3.700	-	-	-	-
2003	SEP	4.100	-	-	-	-
2004	AUG	4.610	-	-	-	-
2004	DEC	4.750	-	-	-	-
2005	MAR	4.930	-	-	-	-
2005	JUN	5.194	-	-	-	-
2005	AUG	4.934	-	-	-	-
2005	SEP	5.609	-	-	-	-
2005	DEC	6.749	-	-	-	-
2006	MAR	6.404	-	-	-	-
2006	JUN	6.250	-	-	-	-
2006	SEP	6.500	-	-	-	-
2007	SEP	6.200	-	-	-	-
2008	JAN	6.000	-	-	-	-
2008	APR	6.380	-	-	-	-
2008	JUL	7.270	-	-	-	-
2008	OCT	6.590	-	-	-	-
2009	JAN	6.090	-	-	-	-
2009	APR	5.690	-	-	-	-
2009	JUL	5.475	122.0%	88.6%	6.6795	4.8509
2009	OCT	5.425	122.0%	88.6%	6.6185	4.8066
2010	JAN	5.505	122.0%	88.6%	6.7161	4.8774

RATE SCHEDULE BA-2

Rate BA-2
Page 1 of 1

TAX AND SURCHARGE ADJUSTMENT

Lakeland Public Service Tax and Surcharge:

A 10% Utility Tax (inside City limits) or a 10% surcharge (outside City limits) shall be imposed against all customer, demand, and energy charges contained in Lakeland Electric's electric rates.

The 10% Utility Tax (inside City limits) or 10% surcharge (outside City limits) shall be imposed only on Lakeland Electric's Base Fuel Cost as of October 1, 1973.

The amount of Lakeland Electric's Base Fuel Cost as of October 1, 1973 is 0.4108¢ per kWh. Any amount of fuel charge above the non-exempt fuel amount of 0.4108¢ per kWh shall be excluded from the 10% utility tax or the 10% surcharge.

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

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

Polk County Public Service Tax:

The Tax Adjustment shall be the actual tax level imposed by Polk County. The tax shall only be imposed on Lakeland Electric's Base Fuel Cost as of October 1, 1973.

The amount of Lakeland Electric's Base Fuel Cost as of October 1, 1973 is 0.4108¢ per kWh. Any amount of fuel charge above the non-exempt fuel amount of 0.4108¢ per kWh shall be excluded.

Rate Schedule BA-3

Rate BA-3
Page 1 of 1

ENVIRONMENTAL COMPLIANCE COST CHARGE

The environmental compliance cost charge (EC3) is to recover cost of complying with environmental regulations where such costs are not included in other rate schedules. Acceptable costs for the EC3 include:

- Debt service associated with the financing of environmental projects
- Operating and Maintenance expenses necessary to meet environmental laws and regulations
- Fuel and purchase power costs not included in Rate Schedule BA-1
- Emission allowances

Rates shall be calculated annually. The City Commission shall by resolution establish the EC3.

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

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

Historical Changes		
Year	Month	¢/kWh
2007	Apr	0.10100
2007	Oct	0.14107
2008	Oct	0.16707
2009	Oct	0.27175

Rate Schedule BA-4

Rate BA-4
Page 1 of 1

CAPITAL RECOVERY RIDER

A. Within the energy charges for certain rate classes, there is included a temporary capital recovery component in the amounts and applicable to rate classes as set forth in paragraph B.

B.

Rate Class	Capital Recovery Component
Residential	\$0.00443 per KWH
Residential TOU	\$0.00443 per KWH
General Service	\$0.00474 per KWH
General Service TOU	\$0.00474 per KWH
General Service Demand	\$0.00345 per KWH
General Service Demand TOU	\$0.00345 per KWH
General Service Large Demand	\$0.00279 per KWH
General Service Large Demand TOU	\$0.00279 per KWH
Interruptible	\$0.00279 per KWH
Extra Large Demand	\$0.00279 per KWH
Firm Supplemental and Standby	\$0.00279 per KWH

C. On or before September 30, 2010, the energy charge for each of the classes designated in paragraph B. shall be reduced by the amount set forth therein and the reduced energy charge for the effected rate classes shall apply thereafter.

THIS SHEET RESERVED FOR FUTURE USE



City Of Lakeland Department Of Electric Utilities



Service Location:
 1234 Easy Street
 Anytown, USA 12345

Billing Date: 04/16/02
 Page: 1
 Account No. 01234567

Payment History

Previous Balance	\$	138.15
Payments	\$	138.15-
Credits	\$	0.00

Current Charge Summary

Electric Service	\$	90.96
Load Management	\$	5.13-
Private Area Lighting	\$	8.97
Surge	\$	5.95

TOTAL CURRENT CHARGES\$ 100.75

TOTAL AMOUNT DUE BY 05/16/02 TO AVOID PENALTY\$ 100.75

All charges above include all taxes.

www.lakelandelectric.com

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



Account No. 01234567
 Total Amount Due: \$ 100.75
 Amount Enclosed: _____

Mary E. Jones
 Carlton Arms
 1234 Easy Street
 Anytown, USA 12345

Please Change Mailing Address To:

New Telephone Number _____

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006
 Please return this stub with your payment to ensure proper credit to your account. Please write your account number on your check or money order.

(Continued to Sheet No. 15.1.1)

(Continued from Sheet No. 15.1.0)

City Of Lakeland • Department Of Electric Utilities

Important Phone Numbers

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

Electric / Water834-9535
Emergency After Hours / Outage834-4248
Wastewater / Solid Waste834-9535
Surge Protection834-6789
Recycling834-8774
Toll Free(800)929-4876
TDD (for hearing impaired)..... 834-8333

Visit us online at www.lakelandelectric.com

Service Readings

	Meter Number	Current Reading Date	Current Meter Reading	Prior Reading Date	Prior Meter Reading	No. Of Days	Billed Usage	Same Month Last Year Usage
Electric-KWH	01234	04/16/02	67584	03/18/02	66584	29	1000	920

www.lakelandelectric.com

*Ask about our
Easy Pay Program.*

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

Payment Locations

Lakeland Electric Offices


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

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

**All Lakeland SunTrust Bank Locations
First Commerce Bank**

212 N. Commonwealth Ave., Polk City

Bill With Past Due Notice

City Of Lakeland Department Of Electric Utilities		
 Retain This Portion For Your Records	Service Location: 1234 Easy Street Anytown, USA 12345	Billing Date: 04/16/02 Page: 1 Account No.: 01234567
	Payment History Previous Balance\$ 450.53 Payments\$ 155.00- Credits\$ 0.38- Previous Balance Remaining\$ 295.15 PREVIOUS BALANCE REMAINING MUST BE PAID BY 04/25/02 TO AVOID DISCONNECTION	
	Current Charge Summary Electric Service\$ 90.96 Load Management\$ 5.13- Private Area Lighting\$ 8.97 Surge\$ 5.95 TOTAL CURRENT CHARGES\$ 100.75 TOTAL AMOUNT DUE BY 05/16/02 TO AVOID PENALTY\$ 395.90 All charges above include all taxes.	

www.lakelandelectric.com

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



Mary E. Jones
Carlton Arms
1234 Easy Street
Anytown, USA 12345

Account No. 01234567
 Unpaid Previous Balance \$ 295.15
 Total Amount Due: \$ 395.90
 Amount Enclosed: _____

Please Change Mailing Address To:

New Telephone Number _____

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006
 Please return this stub with your payment to ensure proper credit to your account. Please write your account number on your check or money order.

(Continued to Sheet No. 15.2.1)

(Continued from Sheet No. 15.2.0)

City Of Lakeland • Department Of Electric Utilities

Important Phone Numbers

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

<i>Electric / Water</i>	834-9535
<i>Emergency After Hours / Outage</i>	834-4248
<i>Wastewater / Solid Waste</i>	834-9535
<i>Surge Protection</i>	834-6789
<i>Recycling</i>	834-8774
<i>Toll Free</i>	(800)929-4876
<i>TDD (for hearing impaired)</i>	834-8333

Visit us online at www.lakelandelectric.com

Service Readings

	Meter Number	Current Reading Date	Current Meter Reading	Prior Reading Date	Prior Meter Reading	No. Of Days	Billed Usage	Same Month Last Year Usage
Electric-KWH	01234	04/16/02	67584	03/18/02	66584	29	1000	920

www.lakelandelectric.com

*Ask about our
Easy Pay Program.*

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

Payment Locations

Lakeland Electric Offices

501 E. Lemon St. Monday - Friday 7:30 a.m. - 6:00 p.m.	4825 U.S. Hwy 98 N. Monday - Friday 8:00 a.m. - 5:00 p.m.
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You may also pay your bills at the following local banks, provided that you have a copy of your bill, pay the full amount before its due date and allow at least three business days for the payment to post.

**All Lakeland SunTrust Bank Locations
First Commerce Bank**

212 N. Commonwealth Ave., Polk City

RULES AND REGULATIONS

Page 1 of 3

Metering Limitations

1. Lakeland Electric will provide electric service to only one point and to only one meter on a structure when that structure serves only one entity, whether that entity be a person, a family, a business, an organization, or any other entity of any kind. Two or more persons residing in the same household shall not be considered as separate entities. A department, division, or wholly owned subsidiary or any other subdivision of a business or organization shall not be considered a separate entity.
2. When a structure serves more than one entity, Lakeland Electric will provide electric service to one point and to one meter for each entity served by that structure.
3. Any single entity having service through two or more meters on a structure prior to adoption of this Policy shall be "grandfathered in." However, in the event any such structure is rebuilt and/or rewired, the provisions of paragraphs 1 and 2 above shall apply.

RULES AND REGULATIONS (cont'd)

Page 2 of 3

(Continued from Sheet No. 15.3)

Provisions for Energy Pulse Data

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

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

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

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

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

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

Contribution by Applicant

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

Contract for Installation

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

(Continued to Sheet No. 15.3.2)

RULES AND REGULATIONS cont'd

Page 3 of 3

(Continued from Sheet No. 15.3.1)

Continuity of Service

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

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

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

RULES AND REGULATIONS

Electric Line Extensions

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



**LAKELAND ELECTRIC
INTERRUPTIBLE ELECTRIC SERVICE AGREEMENT
FOR GENERAL SERVICE LARGE DEMAND CUSTOMERS**

This Agreement, made and entered into this ____ day of _____, 200_, by and between **Lakeland Electric**, and **XXXXX** (hereinafter referred to as "XXXXX").

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

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

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

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

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

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

XXXXX
By: _____

print name
Title: _____

Lakeland Electric
By: _____

print name
Title: _____



CITY OF LAKELAND, FLORIDA
 Contract for Residential and Small Commercial Outdoor Lighting P.L. No.: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between, _____, whose billing address is _____

hereinafter called "CUSTOMER", and the City of Lakeland, Department of Electric & Water Utilities, hereinafter called "CITY".

WITNESSETH:

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

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

NUMBER	TYPE AND SIZE	RATE PER UNIT	MONTHLY CHARGE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

TOTAL MONTHLY CHARGE (BEFORE FUEL ADJUSTMENT) \$ _____

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

3. The equipment and facilities installed by the CITY shall remain the property of the CITY, and the CUSTOMER hereby grants to the CITY the right to enter the CUSTOMERS premises for the installation, maintenance, and removal of such equipment or facilities.
4. The CUSTOMER shall notify the CITY of any burn out or defect in the lamps or equipment and replacement or repair of such shall be accomplished by the CITY within five (5) business days after notification by the CUSTOMER.
5. Damage to fixtures, lamps, or equipment while in use on the CUSTOMER's property will be replaced or repaired by the CITY and the cost thereof will be paid by the CUSTOMER.
6. If the installation of a light generates a complaint from one of the CUSTOMER's neighbors, it will be the responsibility of the CUSTOMER to resolve that complaint. The CITY will make a reasonable effort to assist the CUSTOMER by shielding, re-aiming, or changing style of fixture. If a resolution of the complaint can not be reached, it will be the CUSTOMER's choice of course of action.
7. This Contract shall be for minimum initial Term of three (3) years from the commencement of service and shall continue thereafter until terminated by either party by written notice thirty (30) days prior to termination. During the initial Term of this Contract, the CUSTOMER may terminate said Contract by paying to the CITY in one lump sum, the total amount of charges which would be payable during the remainder of the initial Term of service, LESS the energy charges. Should CUSTOMER move or discontinue electric service for any reason during the initial Term, the total remaining amount under the initial Term shall become due and payable in one lump sum. In the event that any payment becomes past due, CITY is hereby authorized to terminate electric service to said lighting system.
8. CITY may deduct any past due amounts from any deposits the CUSTOMER may have with the CITY for any other accounts. Further, CITY may access a Late Charge in the amount of \$3.50 per month or 1.5% of the total balance owed, whichever is greater.
9. If the CUSTOMER desires relocation of a light, a relocation charge will be made for the amount of actual time and material involved.
10. This Contract may be assigned by either party if written consent is received from the other Party. In the event of customer cancellation, CUSTOMER hereby agrees to pay the lump sum remaining (less the energy charge) for the initial Term of this contract.

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

CUSTOMER By: _____ **CITY OF LAKELAND** By: _____

Effective Date: _____ Account No.: _____

(Rev. 09/22/97)
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FACILITIES CHARGE AGREEMENT

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

WITNESSETH THAT:

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

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

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

1. **TERM.** The term of this agreement shall be ten (10) years from the date first set above.
2. **PROVISION OF ELECTRIC FACILITIES.** The City agrees to furnish, install, and maintain the electric facilities described on Exhibit "A" at the Customer's facility located at: _____ (the "Electric Facilities"). The Customer will be required to pay a facilities charge each billing period based upon the actual cost of the Electric Facilities provided hereunder which shall be in addition to the standard charges for the electrical services provided by the City (the "Facilities Charge"). In the event of a change in ownership or the Customer ceases receiving electrical service at the Customer's location, the Facilities Charge shall be binding on Customers successors in interest at the service location.
3. **MAINTENANCE, REPAIR, AND REPLACEMENT.** The Electric Facilities provided for the benefit of the Customer shall be owned and maintained by City, and shall at all times be subject to its inspection, repair, or replacement. The City's liability to replace a particular item of equipment during the term of this Agreement is limited in the aggregate to two (2) times the original cost of the item. The Customer shall be responsible for any amounts exceeding such amount. The City shall have no responsibility for the maintenance, repair, or replacement of Customer owned facilities. All switches or other equipment with the capability of connecting two or more of the City's circuits together shall be under the sole control of the City.
4. **SECURITY AND EARLY TERMINATION CHARGES.** Within thirty (30) days of installation of the Electric Facilities, the Customer shall increase its cash deposit, bond, or irrevocable letter of credit currently held by the City as security for the Customers electric service by an amount equal to two (2) months of the Facilities Charge. In the event the Customer terminates this agreement for any reason, or the City terminates this Agreement due to a default by the Customer, the Customer shall be liable for early termination fees as follows:
 - a. Years 1-5 = (Facilities Charge X 60) – Facilities Charge paid as of date of termination*
 - b. Years 6-10 Facilities Charge X 3

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

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

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

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

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

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

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

11. **TERMS AND CONDITIONS.**

- a. Upon reasonable advance notice, Customer shall allow the City access and entry to Customer's property and premises during normal business hours (or at any hour in the case of a power outage or similar emergency) for the purpose making inspections of and repairs to the City's property.
- b. The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.
- c. The waiver by either Party of any default by the other Party hereunder, or the failure of either Party to, at any time, require strict compliance with any of the terms and conditions of this Agreement, shall not be deemed a waiver by such Party of any default of the other or a waiver by any such Party of its right to strict compliance by the other Party.
- d. Except as may be otherwise expressly provided, remedies provided under this Agreement shall be cumulative and in addition to any other remedies provided at law or equity.
- e. If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated, hereby, in which case the parties shall negotiate in good faith a substitute provision.

- a. This Agreement only relates to the provision of Electric Facilities identified herein. Any other requirements, rules or City practices, pertaining to providing services or facilities shall not be changed by this Agreement without express written agreement between the parties.
- b. In the event it becomes necessary for the City to bring an action to collect any amounts due under this Agreement, the Customer shall be liable for all court costs and attorneys fees incurred by the City.

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

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

FOR CUSTOMER

FOR THE CITY OF LAKELAND

By: _____

By: _____

Title: _____

Title : _____

THIS SHEET LEFT BLANK FOR FUTURE USE



CITY OF LAKELAND, FLORIDA
SURGE PROTECTION PROGRAM
METER SOCKET SURGE ARRESTOR LEASE AGREEMENT

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

WITNESSETH:

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

1. LAKELAND ELECTRIC shall supply and install a Meter Socket Surge Arrestor ("MSA"), at the following location:
_____.
2. The installation charge for the MSA is \$34.95 + tax, and the monthly payment shall be \$5.61+ tax for a minimum term of 24 months ("Initial Term"). The monthly payment shall be prorated for a partial month of service. Billing will be included on CUSTOMER'S regular monthly bill for electricity, and payment shall be due and payable in accordance with the terms and conditions of the electric rate schedule applicable to said CUSTOMER. If CUSTOMER becomes past due on any bill rendered by LAKELAND ELECTRIC, LAKELAND ELECTRIC is hereby authorized to take necessary action, as provided in Paragraph 4 below, to protect its interest. If CUSTOMER desires to cancel this Agreement prior to the expiration, CUSTOMER may do so by paying LAKELAND ELECTRIC the remaining fees due, or a fifty dollar (\$50) cancellation fee, which ever is less. At the end of the Initial Term, this agreement shall remain in effect from month to month until cancelled in writing by either party. After the Initial Term no cancellation fee shall apply. Upon cancellation, LAKELAND ELECTRIC shall remove the MSA from the meter at no cost to CUSTOMER.
3. LAKELAND ELECTRIC shall have continuous access to the MSA, which is installed at the meter. Although LAKELAND ELECTRIC has general responsibility for maintaining and servicing the MSA, CUSTOMER shall be responsible for damage to the MSA caused by tampering or vandalism.
4. The MSA shall at all times remain the property of LAKELAND ELECTRIC. CUSTOMER acknowledges LAKELAND ELECTRIC'S ownership rights, and hereby authorizes LAKELAND ELECTRIC to withhold any funds on deposit with the City of Lakeland for electric or water service to secure payment of the amounts due hereunder in the event of any default or termination by CUSTOMER, including termination of its electric or water service which is provided by the City of Lakeland.
5. **CUSTOMER ACKNOWLEDGES THAT LAKELAND ELECTRIC MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY AVAILABLE IS ANY WARRANTY THE EQUIPMENT MANUFACTURER MAY OFFER.**
6. This Agreement shall be governed and constructed in accordance with the laws of the State of Florida.

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

CUSTOMER

CITY OF Lakeland Electric

By: _____

By: _____

Account No: _____

Rev. 06/04/2003

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

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

WITNESSETH:

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

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

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

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

Section I - Intent

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

Section II - Definitions

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

(Continued to Sheet No. 16.0.1)

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

(Continued from Sheet No. 16.0)

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

Section III - Covenant to Purchase and Sell

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

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

Section IV - General

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

(Continued to Sheet No. 16.0.2)

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

(Continued from Sheet No. 16.0.1)

Section V - Term

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

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

Section VI - Service Specifications

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

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

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

(Continued to Sheet No. 16.0.3)

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

(Continued from Sheet No. 16.0.2)

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

Section VII - Usage Requirements

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

(Continued to Sheet No. 16.0.4)

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

(Continued from Sheet No. 16.0.3)

Section VIII - Base Rate

- A. *Energy Charge* - _____ will pay a Base Rate of \$0.02737/Kwh, which includes a charge of \$0.0255 for fuel. The fuel cost will be a pass through based upon provision BA-1 of Lakeland's filed rates.
- B. *Capacity Charge* - _____ will pay a Base Rate of \$5.54/KW of billing demand.
- C. *Reservation Charge* - _____ will pay a Base Rate based upon the selected option below. If at any time _____ increases their base load of _____KW by 130% or higher the portion that is above such base shall have a reservation charge of \$1.19/KW.
- () Option No. 1 - The Base Rate is \$3.70/KW of billing demand. Under this option if the total delivered price of energy is ever determined to be more than ten percent (10%) greater than the average of similar rates for Florida Power Corporation, Tampa Electric Company and Orlando Utilities Commission, _____ may request that Lakeland reduce the Base Rate to said average. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.
- () Option No. 2 - The Base Rate is \$5.004/KW of billing demand. Under this option, in the event of a change in the legal status of electric utilities and as a result purchasing energy and capacity becomes an option to _____, if the total delivered price of energy under this Agreement is ever determined to be more than five percent (5%) greater than any Bona Fide Offer _____ receives from another Utility or Power Marketer, _____ may request that Lakeland reduce the Base Rate to match said offer. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.
- () Option No. 3 - The Base Rate is \$5.704/KW of billing demand. Under this option, in the event of a change in the legal status of electric utilities and as a result purchasing energy and capacity becomes an option to _____, and _____ receives a Bona Fide Offer from another Utility or Power Marketer, _____ may request that Lakeland reduce the Base Rate to match said offer. Failure or refusal of Lakeland to adjust the Base Rate accordingly, shall be grounds for termination of this Agreement.
- D. *Base Rate Adjustment* - Each January 1 after the first anniversary of this Agreement, the Base Rate will be adjusted. Such adjustment shall be computed based upon the option selected:

(Continued to Sheet 16.0.5)

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

(Continued from Sheet 16.0.4)

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

Section IX - Representations and Warranties of Lakeland

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

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

(Continued to Sheet 16.0.6)

AGREEMENT FOR SERVICE PURSUANT TO
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(Continued from Sheet 16.0.5)

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

Section X - Representation and Warranties of _____

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

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

(Continued to Sheet No. 16.0.7)

AGREEMENT FOR SERVICE PURSUANT TO
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(Continued from Sheet No. 16.0.6)

Section XI - Force Majeure Event

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

Section XII - Binding Effect; Assignment; Entire Agreement

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

Section XIII - Choice of Law

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

(Continued to Sheet No. 16.0.8)

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(Continued from Sheet No. 16.0.7)

Section XIV - Dispute Resolution

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

Section XIV - Construction

- A. *Headings* - The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.
- B. *Waiver* - The waiver by either Party of any default by the other Party hereunder, or the failure of either Party to, at any time, require strict compliance with any of the terms and conditions of this Agreement, shall not be deemed a waiver by such Party of any default of the other or a waiver by any such Party of its right to strict compliance by the other Party.
- C. *Remedies Cumulative* - Except as may be otherwise expressly provided, remedies provided under this Agreement shall be cumulative and in addition to any other remedies provided at law or equity.
- D. *Severability* - If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated, hereby, in which case the Parties shall negotiate in good faith a substitute provision.

(Continued to Sheet No. 16.0.9)



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(Continued from Sheet No. 16.0.8)

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

City of Lakeland, Florida

By: _____

By: _____

Attest:

By: _____

By: _____

Approved as to Form and Correctness:

By: _____

City Attorney

THIS SHEET RESERVED FOR FUTURE USE

THIS SHEET RESERVED FOR FUTURE USE