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UTILITY BOARD OF THE CITY OF KEY WEST CUSTOMER SERVICE POLICY MANUAL

INTRODUCTION

The purpose and objective of these policies is to provide a description of various elements which must be considered in establishing the Customer Service Policy for Keys Energy Services (Utility Board of the City of Key West).

The Customer Service Policy formalizes the relationship between the customer and Keys Energy Services and must be clearly defined in order that misunderstanding between the Customer and KEYS is avoided.

The Customer Service Policy is developed with the interest of the customer first and foremost. It is KEYS' policy to avoid unnecessary restrictions on the customer, and to produce good customer relations.

The information contained herein is written in layman's terms, in order that the customer can readily understand KEYS' aims. In any case not specifically covered, or if questions arise as to application of these policies, please contact the Keys Energy Services Customer Services Department prior to design and construction.

DEFINITIONS

AMPERE: Unit of electrical current. A measure of the rate of flow of electrical charge.

BOARD: The word "Board" appearing herein means the "Utility Board of the City of Key West."

CONNECTED LOAD: Sum of ratings of the electrical power-consuming apparatus comprising the System under consideration.

CONSUMER OR CUSTOMER: "Consumer" or "Customer," as used herein, means party, person, firm, corporation, or association using electricity in any premise supplied by KEYS.

DEMAND: The electrical load at the terminals of an installation or system averaged over a specified period of time. Demand is usually expressed in kilowatts.

ENERGY: Units of electric energy consumed, expressed in kilowatt-hours (an average one-kilowatt demand imposed for one hour).

KEYS: Keys Energy Services. Utility Board of the City of Key West.

KILOWATT (kW): One-thousand (1,000) watts.

KILOWATT-HOUR (kWh): Unit of electrical energy. The use of an average of one kilowatt for one hour.

LOAD: 1) The customer's equipment requiring electrical power.
2) The quantity of electric power required by the customer's equipment, usually expressed in kilowatts or horsepower.

OWNER: The word "owner," appearing herein, means the person, firm, corporation, association, occupant, or tenant having an interest, whether legal or equitable, sole or only partial, in any premise which is, or is about to be supplied with electric service by KEYS and the word "owner" means all interested parties.

POWER: Rate of doing work. Unit of electrical power is the watt.

POWER FACTOR: The ratio of real power (kW) to apparent power (kVa).

POINT OF DELIVERY: The point where the customer's wires or equipment connect with those of KEYS. This point is to be determined by KEYS.

SERVICE: The supply of electric energy to the customer. The wire connections between KEYS' lines and the customer's wiring is a service connection, and is sometimes called "a service."

SECONDARY SERVICE: Service supplied to the customer's equipment at voltages less than 600 volts.

SERVICE DROP: The overhead or underground service conductors between a KEYS pole or facility and the point of delivery to the customer's property.

SERVICE LOCATION: The point in, or on, a premise where KEYS' overhead service drop connects to the customer's service entrance conductors. This location is designated by KEYS.

VOLTS, VOLTAGE: Unit of electrical pressure.

HOURS OF OPERATION

Keys Energy Service's Key West office hours are as follows:

Monday	8:00 a.m. - 4:45 p.m.
Tuesday	8:00 a.m. - 4:45 p.m.
Wednesday	9:00 a.m. - 4:45 p.m.
Thursday	8:00 a.m. - 4:45 p.m.
Friday	8:00 a.m. - 4:45 p.m.

Please note -- On Wednesday, Keys Energy Service offices do not open to the public until 9:00 a.m.

Keys Energy Service's Big Pine Key office hours are as follows:

Monday	8:00 a.m. - 4:00 p.m.
Tuesday	8:00 a.m. - 4:00 p.m.
Wednesday	8:00 a.m. - 4:00 p.m.
Thursday	8:00 a.m. - 4:00 p.m.
Friday	8:00 a.m. - 4:00 p.m.

If you live:

From Sunshine Key to Ramrod Key -- come in before 1:30 p.m.

From Summerland Key to Sugarloaf Key -- come in before 2:30 p.m.

From Bay Point to Rockland Key -- come in before 3:30 p.m.

Service Building Address: 1001 James Street, Key West, FL 33040

Big Pine Office Address: 13 Shipsway, Big Pine Key, FL 33042

Lock Box Address: P.O. Box 6048, Key West, FL 33041

Mailing Address: P.O. Box 6100, Key West, FL 33041

Web Site Address: WWW.KEYSENERGY.COM

SUPPLY AND USE OF SERVICE

SERVICE

Service includes all power and energy required by the customer by service agreements. Thus the maintenance by KEYS of approximately the agreed voltages, frequency, and capacity at the point of delivery shall constitute the rendering of service, whether or not actually used by the customer.

All facilities, equipment, maintenance, and responsibilities past the point of delivery are the responsibility of the customer, with the exception of those customers entering into a specific contract with KEYS that provides otherwise.

The customer is not allowed to change his facilities in such a way as to cause customer or KEYS facilities not to be in compliance with all applicable electrical codes and KEYS policies. Such conflicts, if not corrected within a reasonable time, will constitute cause for termination of service to such customer until conflicts are corrected. The most common conflicts are:

1. Enclosing the meter in such a manner as to make it difficult for KEYS' meter readers to have easy access to the meter.
2. Building swimming pools under or near service drops.
3. Adding to a building in such a way as to cause the service drop over a roof to lose compliance with code requirements.
4. KEYS has undertaken a project of relocating all electrical facilities from easements located at the rear of any property to the street whenever practical. Any relocation, upgrade, or modification to a customer's service that would require KEYS to disconnect the service wires, will be required to relocate said service to the new facility as directed by the KEYS at the customer's expense.

KEYS' transmission and distribution facilities are subject to Public Service Commission (PSC) jurisdiction. The PSC has adopted the 1997 edition of the National Electrical Safety Code (ANSI C-2) as its standards. In some cases, the service drops must also comply with National Electric Code (NEC) as adopted by the local City and County Government. All new and/or modified facilities, including meter centers and service drops, must comply with these standards. KEYS must review and approve any modifications or new facilities. It shall be the customer's responsibility to locate/re-locate meter centers to conform with National Electrical Safety Code standards. If you have any questions concerning NESC or PSC requirements, please contact our Customer Services Section. If you have any questions relating to the NEC, please contact the City or County Building Department.

SERVICE CLASSIFICATION

KEYS will classify service for purposes of identifying the appropriate rate application that best describes the customer's electric service requirements. KEYS' rate classifications for service are:

Designation	Description	Sheet No.
SC	Small Commercial	6.0
LC	Large Commercial	7.0
R	Residential Service	8.0
S1	Street Lighting	9.0
S2	Government Recreational Facility Lighting	10.0
S3	Private Area Lighting (Residential & Commercial)	11.0
PCA	Power Cost Adjustment	12.0
TA	Tax Adjustment	13.0

A	Large Power for Churches	18.0
M.S.	Military Installation	19.0
-	Miscellaneous Charges	20.0
-	Budget Billing	21.0
LP	Large Commercial - Primary	22.0

The customer shall be billed based on the applicable rate schedule, including any billing adjustments that may apply, and the terms and conditions of service established by the Board. Rate schedules for each rate classifications are included herein; refer to the Table of Contents.

AVAILABILITY OF SERVICE

Upon proper application, including payment of any applicable charges, KEYS will supply electric service to any customer within the City of Key West and Lower Keys up to Pigeon Key, subject to the following conditions.

OVERHEAD LINE EXTENSION

Should an extension of KEYS overhead line facilities be required to supply energy to a customer's service, the customer will be required to enter into a "Standard Electric Extension Agreement" and pay the applicable Line Extension Charge. A copy of the Standard Electric Extension Agreement is included herein, refer to the Table of Contents. The applicable Line Extension Charge is set forth on the schedule for Miscellaneous Charges included herein, refer to the Table of Contents. Upon execution of the Standard Electric Extension Agreement and payment of the Line Extension Charge, KEYS will install the necessary facilities, excluding service involving underground or over-water construction. Line extension construction generally requires ten (10) weeks to complete from the date of payment. KEYS shall impose and collect a Line Extension Charge from any customer subsequently requesting service from the line extension covered by the agreement. The Line Extension Charge shall be applied proportionally to the property based on the total service-ability of the subject line extension. KEYS shall reimburse the customer entering into, and paying the cost of, the line extension covered by the particular Standard Electric Extension Agreement; eighty-five percent (85%) of amounts collected from the Line Extension Charge imposed on any customer subsequently receiving service from said line extension. Fifteen percent (15%) shall be maintained by KEYS to cover administrative costs; provided that the total refunds not exceed the amount paid by the customer to KEYS, and that no refunds will be made to a customer who is in default in the payment of any bill, or bills, for service furnished to the customer by KEYS. The Line Extension Agreement, entered into by KEYS and the Customer, shall terminate ten (10) years from the date the extension is completed. Should environmental permitting be necessary, KEYS shall be responsible for securing the permits and all costs associated with permitting shall be the responsibility of the customer. Litigation and mitigation shall be the sole responsibility of the customer.

UNDERGROUND SERVICE (SECONDARY)

KEYS does not install any underground secondary service. The customer does have the prerogative to install an underground service to his establishment. Should the underground secondary require a service-riser installed on a KEYS pole, it must be pre-approved by KEYS and subject to a final inspection. The installation of meter centers and breaker panels on KEYS poles is strictly prohibited. It is the customer's responsibility to supply all the material and labor for this installation, to maintain this service after its installation, and to comply with all federal, state, local government, and utility codes. Detailed secondary riser requirements are available upon request from KEYS' Customer Services Section.

PRIMARY UNDERGROUND LINE EXTENSION

Upon request by a customer or developer and pursuant to the terms and conditions that are established by the KEYS, the customer/developer may request the KEYS to install underground distribution facilities. This request applies for primary, high voltage underground line extensions, and excludes services involving underground construction, over-water construction, or underwater construction. The established charges are for typical underground line extensions and are set forth under the Miscellaneous Charges section at the back of this manual. The customer/developer shall be required to pay for any atypical or extraordinary costs associated with the request for a Primary Underground Line Extension. The KEYS reserves the right to determine the circumstances that are atypical or extraordinary, which may include but not limited to permitting requirements of the KEYS, larger cable size, capacitor bank switches or electrical equipment regulators.

UNDERGROUND PRIMARY CONVERSION POLICY

The Underground Primary Conversion Policy was approved by the Board on May 26, 1999.

GENERAL REQUIREMENTS

A Keys Energy Services customer, developer, or property owner, may seek to have an existing aerial high-voltage primary electrical line, that is located within the public right-of-way, converted to underground. This request must be submitted, in writing, to KEYS, with a drawing outlining the conversion area and a detailed schedule. KEYS will evaluate the request to verify whether it meets the following basic requirements:

- Three-phase distribution 4.16kV or 13.8kV, main feeder line,
- Adequate underground clearance is available from existing underground facilities,
- Easements are obtainable,

- Facilities are located within public right-of-way,
- Minimum circuit length of one city block, or approximately 800’.

The final decision on eligibility shall be solely determined by KEYS. Electrical circuits that only supply a development or parcel, are not eligible for joint KEYS/developer conversion.

All coordination and conversion of other utilities (e.g. telephone or cable T.V.) shall be the responsibility of the owner/developer of the property.

FUNDING RESPONSIBILITY

Keys Energy Services will consider participating in joint-funding if the project meets the general requirements stated above and the owner/developer is responsible for: trenching/duct bank, easements, low voltage equipment, demolition of existing aerial facilities, transformers (differential cost), foundations for electrical equipment, electrical switching equipment, and all permitting (e.g. Department of Transportation, Federal Department of Environmental Protection etc.). KEYS’ participation in a joint-funding project will include providing and installing high-voltage cable, cable terminations in projects with three or less padmounted transformers, riser poles, and associated hardware.

DISTRIBUTION AND SECONDARY

If a land developer desires to install an underground system in a development consisting of permanent buildings, the detailed electrical plans must be submitted to KEYS for approval.

Any expense incurred over and above what is normal and customary for a similar repair operation, or maintenance from that attendant to other electric facilities presently in existence in KEYS, shall be borne by others (developer or homeowner). This determination of excess cost shall solely be determined by KEYS.

TRANSFORMER VAULTS

KEYS will inspect all existing transformer vaults periodically and the owner is expected to initiate repairs immediately upon notification. Failure to do so will result in the owner becoming liable for damages to KEYS equipment in the vault caused by vault condition.

THREE-PHASE SERVICE

Line construction for the distribution of three-phase services will not be provided for equipment of less than 8.5 kVa, nor if the total aggregate rating of a group of three-phase equipment is less than 8.5 kVa.

KEYS has standardized the installation of all three-phase service. All three-phase services must be run A, B, C, in clockwise-phase rotation, with the high leg on the right, facing the meter can. Contact KEYS' Engineering Section for more specific details.

KEYS will require a gradual starting arrangement for three-phase motors; 75 horsepower or larger.

TEMPORARY SERVICE

Temporary service refers to service required for a short-term duration, such as, exhibitions, displays, bazaars, fairs, construction work, camps, etc. It will be supplied only when KEYS has readily available capacity of line, transformers, generating, and other equipment for the service required. Before supplying temporary service, KEYS shall require the customer to apply a service deposit. KEYS may require the customer to bear the cost of installing and removing the necessary service facilities.

A temporary service to be utilized only for construction purposes may be installed on a 4" x 4" post, with the wire not less than sixteen (16) feet above ground-level at any given point. The post shall be secured in the ground or braced and guyed so that it will support the service without bending or leaning. The location of this service-pole will be determined by KEYS. A copy of KEYS approved drawing for construction of the temporary services is available upon request.

RIGHT-OF-WAY

The customer shall grant, or cause to be granted to KEYS, and without cost to KEYS, all rights, easements, permits, and privileges, which, in the opinion of KEYS, are necessary for the rendering and maintenance of service to the customer. This is to include the clearing of the right-of-way by the customer for rendering of service.

APPLICATION FOR SERVICE

APPLICATION FOR SERVICE

All customers applying for service must complete and sign a "Contract for Service" with KEYS. A copy of the Contract for Service is included herein, refer to the "Table of Contents." The following information shall be obtained from the person applying for service: Applicant's name, date of birth, Social Security number, driver's license, address (including street, house number or apartment number, or the name of subdivision with lot and block number), and a rent receipt/lease agreement or proof of ownership. Any account that must be in a corporation's name must be signed for by an officer of the corporation, and a copy of the articles of incorporation must be furnished to KEYS.

Service is furnished to the customer upon acceptance of the customer's Contract for Service by KEYS. Applications are accepted by KEYS with the understanding that there is no obligation to render service if not available, or other than the character of service then available at the point of delivery. A copy of the written contract, accepted by KEYS, with the applicant's signature, together with a copy of the Customer Service Policy will be furnished to the applicant for their records and information.

The owner or tenant of the property must sign all applications for the introduction of electric service into any premises, or for the extensions of a distribution line for the conveyance of such electric service, on forms furnished by KEYS. All applications for electric service shall remain in effect until the owner or tenant making the service deposit wishes the service to be discontinued. Anyone signing for service for someone else must bring a notarized letter of authorization, and a copy of the social security card of the person requesting the service.

All customers applying for residential service will be required to initial a "Residential Household Affidavit" located on the "Contract for Service Form."

TERMINATION OF SERVICE

The termination of service request may be in a written manner or by telephone. The customer whose name appears on the contract is the only person who can terminate the said service. In the event the customer is no longer available, an affidavit from the landlord can be used to terminate service.

An existing service will be terminated and a final bill rendered to the "customer of record" when a new customer presents to KEYS, a rent receipt, lease agreement, or proof of ownership for the same service address.

PROCESS FOR OBTAINING NEW SERVICE

The following information must be provided to the Customer Services Section:

The type of account (residential, commercial, or industrial), type of service, single- or three-phase (delta or wye) and voltage, size of service (amps), size and type of conductors, type of equipment, estimated loads, meter, and point of delivery location (on drawing). For commercial accounts, information must be provided by completing a Project Review Form. The form must contain the name of the general and electrical contractors. In addition, a detailed site and electrical plan must also be submitted.

The procedure for obtaining new electrical service installations or alterations to present service installations is as follows:

A meter location form will first be completed with all the necessary information. The Engineering Section will then provide a service location.

Upon receipt of the meter location and the City or County permit, the Customer Services Section will issue the necessary meter socket or sockets. The contractor or customer will pay the necessary service deposit, and any other fees, and sign a "Contract for Service" and a "Deposit Form," which will include the type of account, at the business office of the Keys Energy Services, located at 1001 James Street, Key West, Florida.

When the City Electrical Inspector or County Electrical Inspector has inspected and reported the inspection to KEYS dispatcher, the service will be scheduled for connection, no sooner than 24-hours after notification.

In the event that KEYS finds an electrical problem, service will not be rendered until repairs are made, and an approval is received by KEYS from either the City or County Electrical Inspector. No deviation will be made from this procedure without permission from KEYS.

SERVICE LOCATIONS

All services and meters shall be placed in a location designated by KEYS, and in no case shall any consumer or other person change, alter, or interfere with said services and meters. Meters shall remain accessible to KEYS, and therefore, shall not be enclosed by future additions by the owner. All electrical installations, or changes in electrical wiring or equipment, upon completion, must be inspected by the City or County Electrical Inspector (except on City, County or federal property), Governmental agencies exempt from City or County inspections must obtain a letter certifying that whatever electrical work performed meets or exceeds the requirements of NEC and NESC regulations. A letter must accompany the certification from a representative of the governmental agency attesting knowledge of the certification. A KEYS representative will inspect all facilities to insure compliance prior to any connection of the electrical service and an inspection is reported to KEYS' dispatcher before rendering service. KEYS reserves the right to inspect any installation or connection of customer's generators and equipment wiring. Only KEYS personnel are authorized to have access to KEYS wiring, meters, and apparatus. Only authorized personnel can remove a seal from KEYS equipment and meters.

PRIOR INDEBTEDNESS

KEYS may withhold service to any customer unless all prior indebtedness to KEYS at this, or other location of such, has been satisfied.

SERVICE DEPOSIT REQUIRED

KEYS will require a service deposit for all types of service connections, including temporary service, in accordance with the deposit requirements set forth on the schedule for Miscellaneous Charges. A copy is included herein, refer to the "Table of Contents."

Residential or temporary service deposits for connect orders for customers with previous service with accounts in good standing, as determined by the KEYS, may be eligible for a reduced deposit requirement.

The commercial service deposit for existing accounts, established on or before April 30, 1993, will be equivalent to the monthly average of the previous twelve (12) months' billing, with a minimum deposit equal to the amount specified on the Miscellaneous Charges schedule. Any existing or new commercial customer establishing a new account after April 30, 1993, shall provide a service deposit equivalent to the monthly average of the previous twelve (12) months' billing x 2, with a minimum deposit equal to the amount specified on the Miscellaneous Charges schedule. This shall not apply to a transferred account.

If a customer applying for residential service receives WAGES (Work and Gain Economic-Self Sufficiency Act), effective October 1, 1996, formerly known as AFDC, known also as TANF (Temporary Assistance to Needy Families) or SSI (Supplemental Security Income), the customer will be eligible to take advantage of KEYS' reduced service deposit rate and waiver of connect charges. In order to apply for reduced service deposits and waiver of connect charges, customer must show their most recent Medicaid card, a copy of the notice of case action (approved) form from the Governmental Agency must be presented for WAGES or TANF programs, along with two other forms of identification.

All service deposits shall earn simple interest. The rate of interest will be determined by the Utility Board prior to the end of each fiscal year. All interest on service deposits will be credited to all accounts on an annual basis.

All customers shall be required to sign a "Deposit Form." A copy of this agreement is included herein, refer to the "Table of Contents."

All commercial accounts will be reviewed by Customer Service within twelve (12) months after the account has been established to be sure a sufficient service deposit has been collected. A review will be performed periodically and requests may be made to customers for additional funds if it is determined that the initial service deposit is insufficient.

Any existing commercial account having a history of payment causing extra collection efforts, may be required to provide a service deposit equivalent to the

monthly average of their previous twelve (12) months' billing x 2, with a minimum of \$150.

As a special service to property owners of rental units, KEYS can provide a seven-(7) day service, for cleaning purposes, without a service deposit. A \$15 connect charge will be billed when the account is established.

No service deposit can be waived except by the General Manager.

TRANSFER OF SERVICE DEPOSIT

A customer moving from one location to another may have his service deposit transferred from the former address, provided bills incurred for service at the former address have been paid. If the service deposit is less than the amount required to cover service at the new address, the amount of the service deposit will be adjusted accordingly. The "customer of record" is the only person who may request a transfer of service deposit and must complete the appropriate forms. The service deposit can be transferred from the "customer of record" to whomever he/she designates, by providing KEYS with a notarized statement authorizing KEYS to do so. The customer accepting the transferred service deposit must complete the appropriate forms and agree, in writing, to pay all outstanding charges on the final bill from which the deposit is transferred. The "Transfer of Deposit" is included on the "Deposit Form." The "Deposit Form" is contained herein, refer to the "Table of Contents."

REFUNDING OF SERVICE DEPOSIT

Upon the request for service termination, and payment of all bills charged against said service, the service deposit shall be refunded. Service deposits will first be applied to any outstanding bill owed by the customer, and the balance remaining, if any, will be refunded to the customer. Service deposits can only be refunded to the "customer of record." All refunds will be processed within 45 days. Residential service deposits can be refunded to customers of KEYS having an account for 24 months with good payment history. The account cannot be delinquent for 24 months prior to the request for refund.

MISCELLANEOUS CHARGES

MISCELLANEOUS CHARGES

KEYS has established miscellaneous charges relating to deposit requirements; field visits for connection, disconnection, and reconnection of service and trouble calls; bad checks; delinquent bills; area light alteration; meter tampering; meter tests; line extensions; (overhead and underground), initial permanent service charge; contribution in aid of construction; and power sentry program. The applicable

charges are set forth on the KEYS's schedule of Miscellaneous Charges. A copy is included herein, refer to the "Table of Contents." Additional information concerning certain miscellaneous charges is provided below.

TEMPORARY DISCONNECT

Electric service can be temporarily turned off to any "customer of record" upon his/her request. The Field Visit Charge is applicable for temporary disconnection of service. The shutting off of the electric service, at the request of the "customer of record," shall not in any way impair the "Contract for Service" existing between the Board and the "customer of record."

DISCONNECTION DUE TO CUSTOMER VIOLATION

In the event that electric service is disconnected for non-payment or due to a bad check, reinstatement of service will be made only upon payment of the applicable charges, in addition to the payment of all indebtedness due KEYS for electrical service:

- a) The applicable Field Visit Charge for service disconnected at the meter.
- b) The applicable Field Visit Charge for service disconnected at the pole.
- c) The additional charge for Customer Violation.
- d) The reconnection charges stated above shall be charged each time that the service has to be discontinued. These charges will also be applied for reconnecting service to a customer who knowingly violates service.

The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges." A copy is included herein, refer to "Table of Contents."

TROUBLE CALLS

The applicable Field Visit charge will apply to all trouble calls unless the cause is determined to be the responsibility of the KEYS.

AREA LIGHT ALTERATION

Should a customer request a relocation or an alteration of an area light installation that would require the use of a Line Section vehicle, an Area Light Alteration Charge will be imposed for said service. The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges." A copy is included herein, refer to the "Table of Contents."

BAD CHECKS

If a check or similar instrument is received by KEYS, the check or instrument will be processed for payment as soon as possible. Should a check or similar instrument fail to clear the bank on which it is drawn, for any reason, the service in question shall be subject to immediate discontinuance. A Bad Check charge will apply for the handling of the check or instrument that has been returned from the institution on which it was drawn, regardless of the reason. Bad Check charges are specified in the schedule of "Miscellaneous Charges." A copy is included herein, refer to the "Table of Contents." Only a payment, in the form of cash, will be accepted to cover the cost of the returned check and the Bad Check charge. Once KEYS has received three (3) bad checks on any account, that account will be "flagged" and future payment must be paid in cash, cashier's check, or money orders for a period of one year.

Under no circumstance will a check be accepted by KEYS if the person presenting the check states or implies that monies are not currently in the account sufficient to clear the check, nor will a post-dated check be accepted as payment for any portion of an account owed to KEYS.

POWER SENTRY PROGRAM

To receive surge protection devices under the Power Sentry Program, the customer must complete the Application for Power Sentry Installation Agreement and the Application for Power Sentry Purchase Agreement. Copies of these agreements are included herein, refer to the "Table of Contents."

SENIOR CITIZEN'S/DISABLED AMERICAN VETERAN'S DISCOUNT

Upon proper application, residential customers that qualify as senior citizens or disabled American Veterans may be eligible for a discount for service provided under the rate schedule for Residential Service, a copy is included herein, refer to the "Table of Contents." To receive the discount, it is necessary to complete the "Application for Senior Citizen's/Disabled American Veteran's Discount." Copies of this agreement are included herein, refer to the "Table of Contents."

METERING AND BILLING

METER READING

The customer's meter is read monthly, as near as possible on the same date of each meter reading cycle. The electric meter is located so that it can be read and maintained with ease. The metering of separate service will not be totaled without a special contract.

METER TAMPERING

No person shall in any way use, take, or divert electric energy for private use, unless such persons shall first pay for the privilege.

It is a violation of Florida Statute 812.14 to use or receive the direct benefit from the use of electric utility service knowing, or under such circumstances, as would induce a reasonable person to believe that such direct benefits have resulted from any tampering, altering, or injury of any connection, wire, conduit, line, transformer, or other apparatus or device owned, operated, or controlled by the Board, for the purpose of avoiding payment. Any person using or receiving the direct benefit from the use of electric service as stated above, will be subject to an administrative charge in the amount of \$250, in addition to an adjustment of the electric bill. Back-billing will be based on a reasonable estimate of the energy used.

METER ROOMS

Upon request, KEYS may allow the installation of meters in a separate meter room specified for such purposes. KEYS must be provided access at all times to these installations, and be provided with keys, should they be locked. KEYS will require a letter from the customer verifying that the meter room will only be utilized as a meter room. The use of the meter rooms for storage purposes will be prohibited. This requirement is to insure the safety of Keys Energy Services meter reading and service personnel. Any storage of flammable materials is strictly prohibited.

METERS

Meters will be furnished by KEYS upon proper application, and shall remain the property of KEYS. If a meter is found to be out-of-order, or fails to register properly, the customer will be charged pro-rata at the average rate of consumption as shown by the meter when in order. All meters shall be set by KEYS, and shall not be removed or disturbed without permission of the proper officer. All electric energy that passes through the meter will be charged for. The owner shall properly protect the meter from injury or from any other cause, and shall be liable for the loss or damage of the meter from any cause whatsoever.

METER IDENTIFICATION

For any installation requiring more than one meter, the meter enclosures must be permanently marked or identified as to the customers served, before KEYS will install the meters.

MASTER METERING

KEYS will not install or maintain any distribution on a customer's premises

that shall be metered beyond a master meter as provided by KEYS, except as provided by special contract.

METER TEST BY REQUEST

KEYS will perform an accuracy test on any meter at the customer's request. The test will be performed without charge if the meter has not been tested within twelve (12) months prior to such request. Should any customer request a meter test more frequently, KEYS may require a payment to defray the cost of testing. The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges." A copy is included herein, refer to the "Table of Contents."

METER ENCLOSURES

KEYS has adopted a standard for the installation of meter enclosures. Raceways or troughs, elbows or any other break in the riser pipe ahead of the meter center will not be allowed. This standard was adopted due to safety concerns and to protect KEYS from loss of revenue.

BILLS

The customer's bill shows the amount due, any amount in arrears, the kilowatt (demand) for commercial accounts, the kilowatt hour consumption (amount of energy used), the rate which the customer is on, present and previous meter reading dates, name, address, account number, power cost adjustment, and any state or local taxes.

BILLING PERIOD AND DELINQUENT BILLS

Regular bills for electric service are rendered monthly. Bills are due when rendered, and become delinquent if not paid within thirty (30) days from the meter-reading date. A delinquent service can be disconnected five (5) days after written notice. The service deposit can be applied toward settlement of the bill. If not paid by the time that it becomes delinquent, then an additional charge equal to five percent (5%) of the balance of such bill shall be added thereto. Partial payment of delinquent bills shall not be construed to satisfy the current obligation of the account. A delinquent bill must be paid in full to avoid being subject to discontinuance. Any legal fees incurred by KEYS, associated with the collection of delinquent bills, will be the responsibility of the customer.

In cases where electric service has been turned off for non-payment of the electric bill or any other cause, the Board reserves the right not to re-connect the service until all past due electric bills or other charges have been paid. The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges." A copy is included herein, refer to the "Table of Contents."

BUDGET BILLING

A budget billing program has been established for residential customers. The terms and conditions for the budget billing program are set forth on the schedule for Miscellaneous Charges. A copy is included herein, refer to the "Table of Contents." Residential customers who wish to participate in the budget billing program must complete the "Budget Billing Agreement." A copy is included herein, refer to the "Table of Contents."

ELECTRONIC DEBIT

An electronic debit program has been established to allow customers to pay electric bills by authorizing KEYS to debit bank accounts for the amount of the bill due. Customers who wish to participate in the electronic debit program must agree to the terms and conditions of the KEYS regarding electronic debit for bill payment and must complete the "Electronic Debit Authorization" form. A copy is included herein, refer to the "Table of Contents."

GENERAL POLICIES

ACCESS TO KEYS FACILITIES LOCATED ON CUSTOMER'S PROPERTY

Any authorized agent of the Board is hereby given access, at all times, to the meter center, or other apparatus owned by the Board, upon the premises or within the house of the property-holders for the purpose of installing, reading, examining, repairing, or replacing the meter or other apparatus owned or operated by the Board. Such performances shall not be liable for trespassing. KEYS has been granted easements or right-of-ways to access its facilities on any private property. The property owner shall not restrict the access to KEYS equipment, and agrees to provide safe access to the equipment at all times.

OVERHEAD SERVICE DROP AND UNDERGROUND HIGH VOLTAGE EASEMENTS

The application for electric service or receipt of service, grants, therewith to KEYS an easement on any of the applicants property for electric lines, wires, conduits, meters, poles and other equipment of KEYS necessary to render service to the customer., The customer shall not make grade changes or build permanent or portable structures (buildings, sheds, decks, swimming pools, patios, patio covers, antennas, etc.) under, over or within 10 feet measured horizontally on both sides of low voltage overhead or underground high voltage without prior written approval of the KEYS.

CHANGES IN CUSTOMER’S POWER REQUIREMENTS

In order to provide an adequate power supply, KEYS will, at the time of initial installation, establish the customer’s power requirements. KEYS will then make sure its transformer equipment is properly sized to provide adequate power.

When the customer adds new equipment that may change their power requirements, it is the customer’s responsibility to advise KEYS so they can adjust their equipment to provide the increased requirements. KEYS will not be liable for damages to the customer’s equipment due to voltage problems resulting from customer additions of electrical equipment and the customer’s failure to inform KEYS in writing at the time of installation of the equipment.

DISCONTINUANCE OF SERVICE BY KEYS

KEYS reserves the right to discontinue electric service when such electric service would be detrimental or dangerous to the customer or customers of KEYS, also for repairs or maintenance of KEYS equipment and emergencies of load distribution. Violation of any of KEYS’ policies, or failure to pay charges or fees when due, or when requested by the City or County Electrical Inspectors in writing, will cause discontinuance of service by KEYS after adequate notice to the customer.

The Board reserves the right to disconnect electric service for alterations, extensions, and repairs, and to restrict the supply of electric energy whenever it may be found necessary, and the Board shall not be liable under any circumstances for a deficiency or failure in the supply of electrical energy, whether occasioned by disconnecting it to make repairs, or for any cause whatsoever.

VOLTAGE AVAILABILITY

PHASES	WIRE	NOMINAL VOLTAGE
1	3	120/240
3	4	120/208 wye
3	4	277/480 wye
3	4	120/240 delta *

120/240 3-phase is not a preferred voltage and is not offered for new construction requiring new transformers. 120/240 3-phase may be required by KEYS if existing transformers at the site are this voltage.

CONTINUITY OF SERVICE

KEYS will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and having used reasonable diligence shall not be liable to the customer for complete or partial failure or interruption of service or for

fluctuations in voltage resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents. KEYS shall not be liable for an act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, shut-downs for repairs or adjustments, interference by federal, state, or municipal governments, acts of God, or other causes beyond its control, nor any damages claimed to have arisen as a result in any manner whatsoever.

The customer shall provide and maintain suitable protection devices on any and all equipment to prevent any loss, injury or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy.

INDEMNITY

KEYS cannot be held liable for any property damage, injury to persons, or legal fees resulting from electrical problems which originate on the customer's side of the point of delivery.

KEYS PROPERTY

Only KEYS personnel are authorized to have access to KEYS wiring, meters, and apparatus. Only authorized personnel can remove a seal from KEYS equipment and meters.

FACILITIES RENTAL

When requested by the customer, KEYS may, at its option, provide and maintain transformers and other equipment, which is required by the customer beyond the point of delivery. The charge for this service will be given when requested.

AREA LIGHTING

Lighting of private property is available under a separate rate and contract. If a customer desires to use this type of service to illuminate a public roadway, written permission must be obtained from the appropriate governmental authority (City, County, State) prior to completing a contract for such service from KEYS. The customer agrees to maintain accessibility for KEYS work crews for the area light pole and light for maintenance purposes. KEYS reserves the right to alter or remove any light that has been rendered inaccessible. A copy of the area lighting contract is included in the section called "Forms." The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges." A copy of the Area Light Contract" is included herein, refer to the "Table of Contents."

MOTOR PROTECTION

The customer should provide protection against the loss of one or more phases on all three-phase equipment. KEYS cannot be held liable for damage to three-phase equipment due to the loss of one or more phases.

SERVICE ENTRANCE

KEYS reserves the right to determine where more than one service is necessary, due to the area involved or capacity requirement.

TREES IN POWER LINES

The customer should not allow trees, vines, shrubs, and objects to interfere with KEYS overhead conductors, service wires, poles, and meters. It is the responsibility of the customer to maintain a clearance of three feet. Under no circumstances should the customer or unauthorized personnel attempt to remove trees, vines, or shrubs that are in the vicinity of overhead lines, but should request KEYS to do so.

It is the responsibility of any customer requesting power to provide KEYS with a clear path in which a service drop, power line or pole is to be installed.

OBSTRUCTIONS

No signs, posters, or advertisements are to be placed on or attached to KEYS property.

CO-GENERATION

KEYS has adopted rules of compliance with the Federal Energy Regulatory Commission, Order No. 69, Co-generation and Small Power Production. This information may be obtained, upon request, from the Customer Services Section.

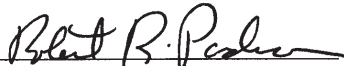
FAULTY CUSTOMER EQUIPMENT

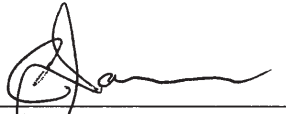
KEYS shall not be liable for any billing adjustment due to faulty or defective equipment in operation on the customer's premises where it has been determined that the cause was not directly the responsibility of KEYS.

If any clause or portion of this manual is held to be illegal and of no effect, it shall not in any way affect or impair the remainder of this manual.

The Board reserves the right to change the rules and regulations and the rates for use of electric service from time to time, provided however, such changes shall be effected by the Board at a public meeting, and such changes shall be published forthwith thereafter in a newspaper of general circulation once a week for four (4) weeks.

This Customer Service Policy has been approved and adopted by the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, this 24th day of October 2001.


Robert R. Padron, Chairman
Utility Board of the
City of Key West, FL


Carl R. Jansen
General Manager/Secretary
Utility Board of the
City of Key West, FL

FORM SECTION



CONTRACT FOR SERVICE - UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

Account No. _____ Date _____

Service Requested in the Name of _____

Requested By _____ Applicant is the: Owner Tenant

DL # _____ SS # _____ D.O.B. _____

Address of Service _____

Contact Numbers: Phone _____ Fax _____ Office _____ Cell _____

Mailing Address (if different from Service Address) _____

Service address is a: Business Residence Applicable Rate Schedule: _____

RESIDENTIAL HOUSEHOLD AFFIDAVIT: This is to certify that until the undersigned notifies KEYS in writing, the electrical service provided to the above referenced account is exempt from Florida's Sales Tax for the following reasons: (1) The electric service provided to this account will be used exclusively to service a residential household and the meter will not service any commercial or business activities. Commercial or business activities include, but are not limited to, rental operations that cater primarily to transient guests (hotel, motels and room rentals), the provisions of day care facilities, and the performance of any activity that is not residential in nature. (2) The electrical service provided to this account will be used exclusively to serve common areas of residential housing complexes, and the meter will not serve any commercial or business activities such as vending machines, coin operated laundry facilities, sewage/lift station equipment, or any activity that is not residential in nature. (3) The electric service provided to this account will be used exclusively to serve a residential model home. The meter will not serve any commercial activity such as a sales or business office, or any activity that is not residential in nature.

Customer Verification (Initial) _____

Initial connect charge is \$15.00 and will be billed on the first statement billing to the customer.

Photo copies of identification and proof of occupancy on file with KEYS.

Deposit Required \$ _____ **Start Date:** _____

I hereby acknowledge and agree this contract is made subject to the provisions of the Keys Energy Services Customer Service Policy Manual, which I have been provided, and incorporates such manual as part of this contract as it exists at the time of this contract and may be amended as per the last paragraph of said manual.

Customer Signature _____ **KEYS Representative** _____

Sworn and subscribed before me this _____ day of _____, _____.

Applicant is personally known _____ Applicant produced ID _____

Notary Public _____ State of _____ County of _____

FOR-237

Revised: 04/17/02



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

DEPOSIT AGREEMENT

Account No. _____ Deposit Amount \$ _____
 Service in the Name of _____
 Service Address _____
 Credit Card Number _____ Expiration Date ____/____/____

The undersigned customer hereby grants the Utility Board of the City of Key West a security interest in the service deposit provided for under this agreement to secure payment and performance of all the debts and obligations arising from the provision of the Utility Board services to the customer in the ordinary course of business. The Utility Board will keep possession of the deposit and will refund the deposit only after all bills charged for services rendered have been paid by the customer. The customer's deposit will first be applied to any outstanding bills owed by the customer with the remaining balance, if any, being refunded to the customer.

The above customer and the Utility Board have duly entered in this agreement on ____/____/____.

 Customer Signature _____
 KEYS Representative

TRANSFER OF DEPOSIT

Account No. _____ Deposit Amount \$ _____ Receipt No. _____
 Service in the Name of _____
 Service Address _____

I hereby request to transfer my service deposit with the Utility Board to _____

 Customer Signature _____
 Date

ACCEPTANCE OF DEPOSIT

I _____ as the new customer of record for Deposit No. _____
 in the amount of \$ _____ agree to pay the final billing on Account No. _____
 I further understand that the final balance owed on this account will be transferred to my new account as soon as it is known.

New Account No. _____ Service Address _____

 Customer Signature _____
 Date

Notary required if not completed at KEYS Offices:
 Sworn and subscribed before me this ____ day of _____.
 Applicant is personally known _____/Produced ID _____
 Notary Public _____ State of _____ County of _____

FOR-241 Revised: 04/17/02



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

TERMINATION OF ELECTRIC SERVICE

Please terminate my electric service on _____
Date

Customer Name _____
Please Print

KEYS Account Number _____

Electrical Service is at _____
Street Address/Apartment Number or Legal Description (Lot & Block)

Please send my final bill for electrical service and/or my customer deposit refund to:

After service is disconnected, I can be reached at _____
Telephone Number

Signature _____ Date _____
As Shown on the Account

Identification Number _____
Driver's License or Social Security Number



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

DISCOUNT APPLICATION
SENIOR CITIZEN'S AND DISABLED AMERICAN VETERAN'S

Date:

As stipulated by the Utility Board of the City of Key West, a discount has been established for residential customers who are 62 years of age or older, or who are totally or permanently disabled American Veterans, on the date of application. Such qualified applicants are required to submit an affidavit for eligibility; providing that such affidavit is prima facie evidence of eligibility; income for all qualified applicants will not exceed the amount of \$17,196 per annum, per household, of residential single unit accounts only.

All applicants must sign an affidavit stating their legal residence, age, and annual income to qualify for this discount. All accepted applicants will be required to re-qualify from January 1 through and no later than March 31, each year for Keys Energy Services to consider a request for the residential senior citizen's discount. The following information must be provided:

Name _____

Address _____

Date of Birth _____ Age _____ Social Security # _____

KEYS Account Number _____ Monthly Income \$ _____

I swear or affirm that the foregoing statements are true to the best of my knowledge and belief. I grant KEYS the authority to verify my statements. I certify that the address given is my legal residence and are where my domestic duties are comprised. It is hereby understood by the applicant, that any false statement will provide sufficient reason to void this application.

SIGNATURE OF APPLICANT _____

IF APPLICATION IS COMPLETED AT KEYS: Witnessed by: _____

THIS APPLICATION MUST BE NOTARIZED (If not completed at one of the KEYS offices)

State of Florida, County of Monroe

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who being duly sworn and deposed, states that he/she is the person in the foregoing application, and that he/she has read the said application, and that the allegations and contents thereof are true and correct.

Sworn and subscribed before me, this _____ day of _____, _____

 Notary Public

 My Commission Expires



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

STANDARD PRIMARY UNDERGROUND EXTENSION AGREEMENT
LINE EXTENSION "enter number"

AGREEMENT, made this _____ day of _____, 20____, by and between
"_____", hereinafter called "Customer," and the UTILITY
BOARD OF THE CITY OF KEY WEST, FLORIDA, a municipal owned utility, organized and
existing under the laws of the State of Florida, hereinafter called "KEYS."

WHEREAS, the Customer has applied to KEYS for electric service of the character
commonly known as "_____", on Customer's premises located at
"_____" and

WHEREAS, said location requires an extension of KEYS' present distribution system of
approximately "_____" "linear feet" and

WHEREAS, the KEYS would not be justified in making said extension prior to the receipt of
payment in full for the "Primary Underground Line Extension" at a cost of "Enter the cost" "for the
project, if said project is built in accordance with the attached E.R. report".

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants
and agreement hereafter set forth for the parties hereto covenant and agree as follows:

ARTICLE I. At the time of acceptance of this agreement by the Customer, the said
Customer shall advance to KEYS "_____" and "_____" representing the
total construction cost of the requested "Primary Underground Line Extension". *The attached
Primary Underground Line Extension drawing# _____) is to be made a part of this
contract.*

TITLE AND OWNERSHIP

ARTICLE II. Title to, and complete ownership and control over said extension, shall at
all times remain in KEYS, and KEYS shall have the right to use the same for the purpose of
service to other customers.

EASEMENTS AND RIGHTS

ARTICLE III. The Customer will grant, or cause to be granted to KEYS, and without
cost to KEYS, all rights, permits and privileges necessary for the rendering of service hereunder.

TRIMMING TREES/LINE CLEARING

ARTICLE IV. It is expressly understood and agreed that the amount paid by the
Customer, to KEYS, for the cost of the "Primary Underground Line Extension being" built
hereunder does not include any cost of trimming or removing trees or other obstructions from the
"property", "any land clearing" and to trimming of trees adjacent thereto in order that the "primary
underground lines" may be safely and properly constructed. KEYS shall not be required to begin
construction of the lines until such clearing and trimming is completed to the satisfaction of KEYS.

PROCEEDING WITH WORK

ARTICLE V KEYS, upon its approval of this agreement, will proceed with the extension outlined herein and as covered by sketch and specifications hereto attached and made a part hereof.

GENERAL TERMS

ARTICLE VI. This agreement supersedes all previous agreements, or representatives, either written or verbal, between KEYS and the Customer, made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto.

This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

_____	_____
Witness for the Customer	Customer's signature
_____	_____
Witness for the Customer	Corporation name (if applicable)

	Title

_____	By: _____
Witness for the System	Title: _____

Witness for the System	
Account # _____	
ER# _____	WO# _____
UTILITY BOARD-CITY OF KEY WEST	"KEYS ENERGY SERVICES"



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

STANDARD ELECTRIC EXTENSION AGREEMENT
LINE EXTENSION #

AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter called "Customer," and the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, a municipal owned utility, organized and existing under the laws of the State of Florida, hereinafter called "KEYS."

WHEREAS, the Customer has applied to KEYS for electric service of the character commonly known as _____, on Customer's premises located at _____; and

WHEREAS, said location requires an extension of KEYS' present distribution system of approximately _____ pole(s); and _____ feet, and

WHEREAS, KEYS would not be justified in making said extension prior to the receipt of payment in full for the line extension cost at the rate of \$600.00 per pole.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreement hereafter set forth for the parties hereto covenant and agree as follows:

ARTICLE I. At the time of acceptance of this agreement by the Customer, the said Customer shall advance to KEYS _____ representing the total construction cost of the requested line extension.

ARTICLE II. KEYS shall impose and collect a line extension charge from any customer subsequently requesting service that is included in the contract and line extension drawing. The line extension charge shall be applied proportionally to the property based on the total service ability of this line extension. The attached line extension drawing # _____ is to be made a part of this contract.

ARTICLE III. KEYS shall reimburse the Customer entering and paying the cost of the line extension covered by this contract, 85% of the line extension charge imposed on any customer subsequently receiving service that is included in the line extension contract and drawing. However, the total refunds allowed under this Article shall not exceed the amount paid by the Customer, to KEYS, and provided further that no refunds will be made to the Customer who is in default in the payment of any bills for service furnished to the Customer, by KEYS. If there are no reimbursements indicated on the line extension drawing, Article III will not apply.

Article IV. This line extension agreement shall terminate ten years from the date the extension was completed. *Excluding services involving underground or over-water construction*

TITLE AND OWNERSHIP

ARTICLE V. Title to, and complete ownership and control over said extension, shall at all times remain in KEYS, and KEYS shall have the right to use the same for the purpose of service to other customers.

EASEMENTS AND RIGHTS

ARTICLE VI. The Customer will grant, or cause to be granted to KEYS, and without cost to KEYS, all rights, permits and privileges necessary for the rendering of service hereunder.

TRIMMING TREES

ARTICLE VII. It is expressly understood and agreed that the amount paid by the Customer, to KEYS, for the cost of the lines to be built hereunder does not include any cost of trimming or removing trees or other obstructions from the right-of-way, and to trim all trees adjacent thereto in order that the lines to be built under may be safely and properly constructed. KEYS shall not be required to begin construction of the lines until such clearing and trimming is completed to the satisfaction of KEYS.

PROCEEDING WITH WORK

ARTICLE VIII. KEYS, upon its approval of this agreement, will proceed with the extension outlined herein and as covered by sketch and specifications hereto attached and made a part hereof.

GENERAL TERMS

ARTICLE IX. This agreement supersedes all previous agreements, or representatives, either written or verbal, between KEYS and the Customer, made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto.

This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

_____	_____
Witness for the Customer	Customer's signature
_____	_____
Witness for the Customer	Corporation name (if applicable)

	Title

_____	By: _____
Witness for the System	
_____	Title: _____
Witness for the System	
Account # _____	
ER# _____	WO# _____
UTILITY BOARD-CITY OF KEY WEST	"KEYS ENERGY SERVICES"



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301
BUDGET BILLING AGREEMENT

 Name (As it appears on the account)

 Account Number

 Service Address

 Mailing Address

TERMS AND CONDITIONS

Participation in the Budget Billing Program

The Utility Board of the City of Key West, Florida, "Keys Energy Services (KEYS)" will bill your account on a "rolling average." The "rolling average" will allow your bill to increase or decrease each month, depending on the current month's usage, as well as the past 12 months of history. The account must have a 12-month history at the present address or 24 consecutive months of service within KEYS service area, including payment record with no NSF checks within the past 12 months or tampering charges. All meters must be accessible for reading each month.

If you should experience abnormally high energy consumption during any particular month, there is a "cap" that will not allow your average bill to increase or decrease any more than 10% from the previous month's bill. However, KEYS reserves the right to audit and recalculate your average billing, if needed. Subsequently, this cap may exceed 10%.

Penalty charges for late payment are assessed at the rate of 5% of the actual bill amount, rather than the leveled billing amount. Budget Billing will become effective on the next regular monthly billing.

Termination from the Budget Billing Program

To cancel participation in the Budget Billing Program, the customer of record must submit a written notice. It is understood that when the Program is terminated, this account will be billed, on the next regular billing date, the total balance, including the deferred balance.

The participant must pay the total billed amount in full. Partial payments will result in termination from the Program. If it becomes necessary for this account to begin the collection process, including being visited to secure payment of an electric bill, the account will immediately be terminated from the Budget Billing Program, and the total balance will become due. In the event of meter tampering the Budget Billing Program will be terminated from the customer's account.

When transferring to a new service address, the total balance owed at the time of the transfer must be paid, or the Budget Billing Program will not be activated on the new service location until the final bill is paid in full on the previous service. It is understood that the final bill will include any deferred balance owed KEYS.

When discontinuing service with KEYS, the total balance is due, including the deferred balance, upon issuance of the final bill.

I HAVE AGREED AND UNDERSTAND THE POLICY SET FORTH IN THIS AGREEMENT, AND WILL ABIDE BY THIS AGREEMENT AND THE CUSTOMER SERVICE POLICY MANUAL.

Customer Signature _____ Date _____

Reviewed By _____ Approved by _____

FOR-240

Revised: 04/17/02



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

ELECTRONIC DEBIT AUTHORIZATION

NEW APPLICATION CHANGE IN APPLICATION

Customer name (as it appears on KEYS account): _____

Customer's address: _____

Social Security Number: _____

Telephone Numbers: Work _____ Home _____

Keys Energy Services Account(s) to be credited: _____

Financial Institution Information

Financial Institution Name: _____

Financial Institution Address: _____

Financial Institution Federal Reserve Number: _____

Name on Financial Institution Account: _____

Financial Institution Account Number: _____

Authorization Agreement for Electronic Debit Program

I hereby authorize the Utility Board of the City of Key West, "Keys Energy Services," hereinafter called KEYS, to initiate electronic debit entries and to initiate, if necessary, electronic credit entries and adjustments for any electronic debit entries in error to my account indicated above, and the financial institution named above to electronically debit and/or electronically credit the same to such account. I agree to allow KEYS to electronically debit my account for my electric billing approximately 2 days prior to the due date. If a monthly billing is not received it is the customer of record's responsibility to contact KEYS to obtain the billing amount.

I further agree that if any such electronic transaction be returned, whether with or without cause, KEYS shall be under no liability whatsoever, even though such return results in the disconnection of electric service.

This authority is to remain in effect until revoked by me in writing, and until KEYS actually receives such notice, I agree that you shall be fully protected in drawing any such electronic debit or electronic credit. KEYS reserves the right to cancel the bank electronic debit program 30 days after notification. I understand that if any such electronic debit be returned by my financial institution, and any amount due KEYS is not paid in accordance with the terms of the Customer Service Policy Manual, electric service to my account may be subject to disconnection. Should any electronic debit be returned as uncollectible, I understand that my account will be removed from the electronic debit program. Any item returned to KEYS as uncollectible will be subject to a \$20.00 fee or 5% of the billing, whichever is greater. A 12 month history free of returned checks must be maintained before my account can be put back on an electronic debit status. I understand that my request for electronic debit will take effect immediately and I receive a bill stating "Bank Draft - Do Not Pay." Should any change in financial institution occur, I will notify KEYS within 30 days of the change. I understand that my account(s) will be removed from the electronic debit status at the time a disconnection request is made. Any remaining balance must be paid by check or cash. Should I wish to discontinue participation in the Electronic Debit Program, I will notify KEYS, in writing, 30 days prior to the actual termination date of the program.

Customer Signature _____ **KEYS Representative** _____

PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT NUMBER VERIFICATION
 PLEASE RETURN THE SIGNED WHITE COPY TO KEYS, THE CUSTOMER TO RECEIVE THE SIGNED COLOR COPY.

FOR-239

Revised: 04/17/02



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

APPLICATION FOR POWER SENTRY INSTALLATION AGREEMENT

NAME _____ DATE _____

ACCOUNT # _____ Phone # _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

METER # _____ POLE # _____

POWER SENTRY SERIAL # _____ NEW INSTALLATION TRANSFER (\$15.00)

Cost of meter based whole house surge suppressor device(Including Installation) \$ _____

The undersigned Customer requests the Utility Board of the City of Key West, Keys Energy Services (hereinafter called KEYS) to furnish the facilities described above and hereby agrees to have the unit installed in accordance with and subject to any changes therein as approved by the KEYS. The Customer hereby grants to KEYS the right to install, or remove from the premises listed as the service address, the facilities described above, together with the rights of ingress and egress to and from said facilities. All material used in the installation, operation, and maintenance of said facilities shall remain the property of KEYS. At the time KEYS installs any facilities applied herein, this application becomes a contract. Should the Customer discontinue service, KEYS will remove the Whole House Surge Suppressor Device and it will be left at the premises. All unpaid charges (if payment plan was opted for) shall immediately become due and payable.

KEYS makes no warranties of any kind to the customer with regard to the equipment sold. _____

THE CUSTOMER UNDERSTANDS THAT THE WHOLE HOUSE SURGE SUPPRESSOR DEVICE:

(a) IS COVERED SOLELY BY THE MANUFACTURER'S LIMITED WARRANTY, AND THAT KEYS MAKES NO WARRANTY INCLUDING FITNESS FOR PARTICULAR PURPOSE. _____

(b) IS AN INTEGRAL PART OF THE ELECTRIC METER, AND AGREES THAT IT CAN BE REMOVED ONLY BY QUALIFIED KEYS PERSONNEL. REMOVAL OF THIS DEVICE BY ANYONE OTHER THAN AUTHORIZED KEYS PERSONNEL, WILL RESULT IN A VIOLATION OF FLORIDA STATUTE 812.14, DEALING WITH THEFT OF UTILITY SERVICES. _____



(c) WILL NOT PROVIDE ADEQUATE PROTECTION TO HIGHLY SENSITIVE ELECTRONIC EQUIPMENT. _____

(d) CONTAINS NO USER SERVICEABLE PARTS AND REQUIRES NO MAINTENANCE OR RESETTING. _____

(e) IS STRICTLY A POWER LINE SURGE SUPPRESSOR, AND AS SUCH WILL NOT PROTECT THE STRUCTURE, TELEPHONE LINE, CABLE TELEVISION LINE, ANTENNAE OR PEOPLE, AGAINST DIRECT OR INDIRECT HIGH-ENERGY ABSORPTION LEVEL. _____

(f) AGREES THAT KEYS ENERGY SERVICES IS NOT RESPONSIBLE FOR ANY DAMAGE FROM WEATHER OR LIGHTNING RELATED INCIDENTS. _____

(g) WILL NOT PREVENT FLICKER OR DIMMING OF LIGHT FIXTURES. _____

Any removal request received by KEYS from the CUSTOMER, will require a service charge of \$15.00.

By signing this application, the Customer acknowledges that KEYS makes no warranties of any kind to the customer with regard to any facilities to be installed pursuant to this application. KEYS shall be held harmless in connection with the operation, maintenance, and installation of the facilities pursuant to this application. In the event the protective effectiveness of the facilities be interrupted or fail for any reason, KEYS will have no obligation for repairs or replacement of the installed facilities pursuant to this application after actual notice of the condition is received by KEYS, and such interruption or failure shall not constitute a breach of this contract, nor shall KEYS officers, directors, or employees be liable to the customer or to third parties for damages by reason of such interruption or failure.

This application and agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between KEYS and the customer, made in respect to matters herein contained, and when signed on behalf of both parties, this application and Agreement constitutes the entire agreement between KEYS and the customer.

BY SIGNING THIS DOCUMENT I AGREE THAT I HAVE READ, UNDERSTAND AND HAVE INITIALED WHERE REQUIRED ABOVE.

Applicant _____ Date _____



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
MAIN OFFICE: Phone (305) 295-1000 ♦ Customer Service Fax (305) 295-1085
BIG PINE OFFICE: Phone (305) 515-0333 ♦ Customer Service Fax (305) 515-0301

APPLICATION FOR POWER SENTRY PURCHASE AGREEMENT

NAME _____ DATE _____

ACCOUNT # _____ Phone # _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

UNIT: _____ Cost of Unit \$ _____
Type Purchased

The undersigned Customer requests the Utility Board of the City of Key West, Keys Energy Services (hereinafter called "KEYS") to furnish the facilities described above.

KEYS makes no warranties of any kind to the customer with regard to the equipment sold. _____

THE CUSTOMER UNDERSTANDS THAT THE INDOOR SURGE PROTECTION DEVICE:

Is covered solely by the Manufacturer's Limited Warranty and that KEYS makes no warranty including fitness for a particular purpose. _____
 Contains no user servicable parts and requires no maintenance or resetting. _____
 Agrees that KEYS is not responsible for any damage from weather or lightning related indicents. _____

By signing this application, the Customer acknowledges that KEYS makes no warranties of any kind to the customer with regard to any facilities to be installed pursuant to this application. KEYS shall be held harmless in connection with the operation, maintenance, and installation of the facilities pursuant to this application. Additionally, KEYS will not refund or exchange any product here in covered by this purchase agreement. In the event the protective effectiveness of the facilities be interrupted or fail for any reason, KEYS will have no obligation for repairs or replacement of the installed facilities pursuant to this application after actual notice of the condition is received by KEYS, and such interruption or failure shall not constitute a breach of this contract, nor shall KEYS officers, directors, or employees be liable to the customer or to third parties for damages by reason of such interruption or failure.

This application and agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between KEYS and the customer, made in respect to matters herein contained, and when signed on behalf of both parties, this application and Agreement constitutes the entire agreement between KEYS and the customer.

BY SIGNING THIS DOCUMENT I AGREE THAT I HAVE READ, UNDERSTAND AND HAVE INITIALED WHERE REQUIRED ABOVE.

Applicant _____ Date _____

TARIFF SECTION

ELECTRIC DOCUMENTATION

VOLUME I

**UTILITY BOARD OF
THE CITY OF KEY WEST, FLORIDA
"CITY ELECTRIC SYSTEM"**

**1001 James Street
P. O. Box 6100
Key West, Florida 33041-6100
(305) 295-1000**

**SUBMITTED TO
FLORIDA PUBLIC SERVICE COMMISSION**

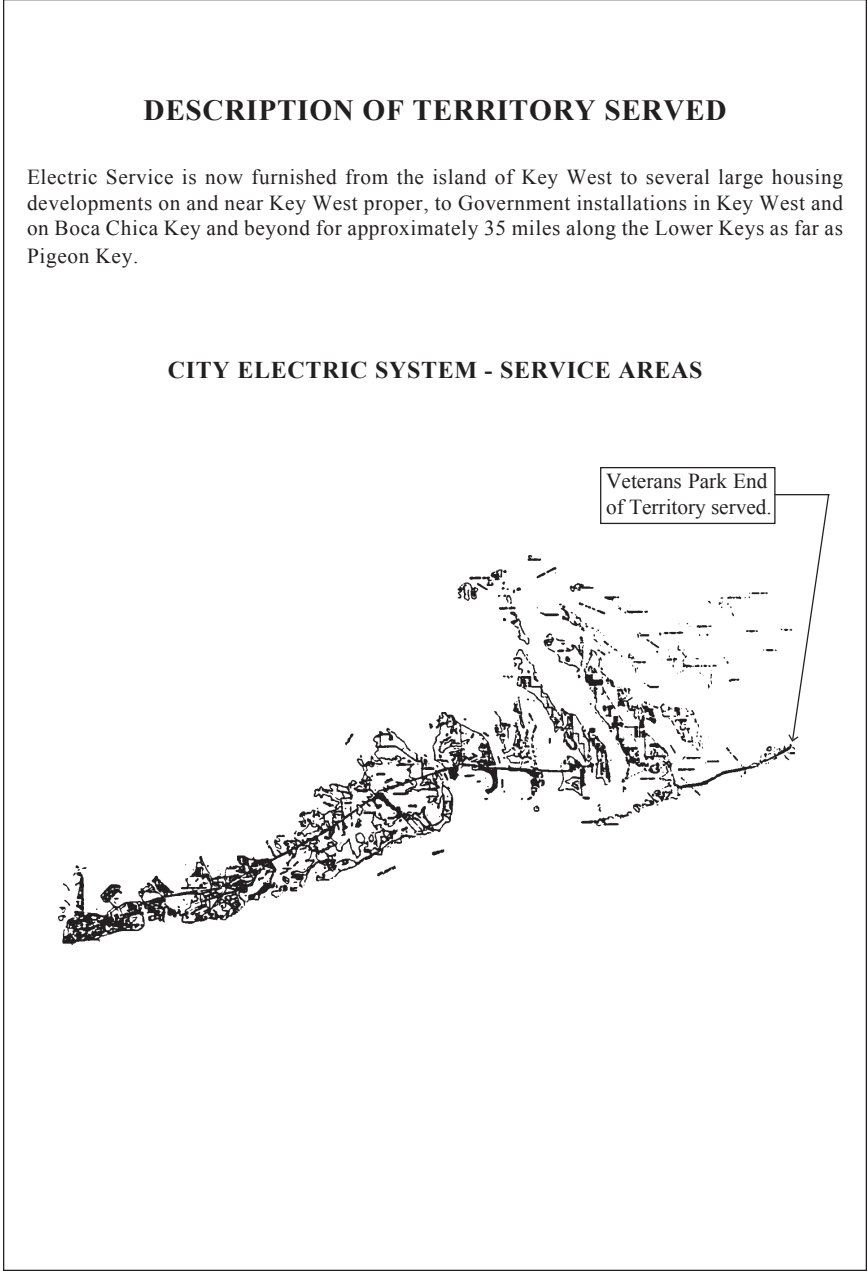
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DESCRIPTION OF TERRITORY SERVED

Electric Service is now furnished from the island of Key West to several large housing developments on and near Key West proper, to Government installations in Key West and on Boca Chica Key and beyond for approximately 35 miles along the Lower Keys as far as Pigeon Key.

CITY ELECTRIC SYSTEM - SERVICE AREAS



LIST OF COMMUNITIES SERVED

All Rate Schedules are available throughout the entire territory served by the Electric System.

COMMUNITIES	RATE SCHEDULES
U.S. Navy	"M.S." Military Installation

INDEX OF RATE SCHEDULES

Designation	Description	Sheet Number
SC	Small Commercial	6.0
LC	Large Commercial	7.0
R	Residential Service	8.0
S1	Street Lighting	9.0
S2	Government Recreational Facility Lighting	10.00
S3	Private Area Lighting (Residential & Commercial) ..	11.00
PCA	Power Cost Adjustment	12.0
TA	Tax Adjustment	13.0
A	Large Power for Churches	18.0
M.S.	Military Installation	19.0
-	Miscellaneous Charges	20.0
-	Budget Billing	21.0
LP	Large Commercial - Primary	22.0

**SMALL COMMERCIAL SERVICE
SCHEDULE SC (210 rate)**

AVAILABILITY, APPLICABILITY AND CHARACTER OF SERVICE:

This schedule is available throughout the entire territory served by the City Electric System. This schedule applies to energy used for lighting or power purposes in any commercial establishment of federal, state or county institution, camp, building or other service having a maximum demand as determined by the City Electric System of less than 20 kilowatts. Service to be furnished under this schedule shall be single phase or three phase, 60 cycle, alternating current at 120, 208, 240, or 480 volts at the option of the City Electric System, depending upon the class of service available.

CUSTOMER CHARGE:

\$6.50

RATE:

8.44 cents per kWh

GENERAL PROVISION:

The Electric System shall not be obligated under the terms of this schedule to deliver energy to the customer at any time the power factor of the customer's load is below 85%.

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

**LARGE COMMERCIAL SERVICE
SCHEDULE LC (214 rate)**

AVAILABILITY, APPLICABILITY AND CHARACTER OF SERVICE:

This schedule applies to power and energy for general power purposes, and is available throughout the entire territory served by the City Electric System to those customers agreeing to purchase a fixed minimum amount of power each month, which amount shall be known as CONTRACT DEMAND, and said Contract Demand in no case shall be less than 20 kilowatt. Alternating current nominally at 60 cycles will be supplied at the three phase 120, 208, 240, 480, 4,160 or 13,800 nominal voltage, at the option of the City Electric System according to the class of service available.

CUSTOMER CHARGE:

\$18.50 per billing

RATE:

For Billing Demand and Energy

- (i) BILLING DEMAND @ \$6.45 per kW of Billing Demand per month
- (ii) ENERGY CHARGE 6.05 cents per kWh

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

(Continued on Sheet No. 7.1)

(Continued from Sheet No. 7.0)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by the installation of a demand meter. The billing demand for the month shall be the average kilowatt delivery of the fifteen-minute interval, in which the utilization of electric energy is greater than in any other fifteen-minute interval in that month. The monthly billing demand shall not be less than 90% of the Contract Demand. The billing demand is to be expressed in kilowatts to the nearest 0.5 kilowatt.

POWER FACTOR CLAUSE:

The City Electric System shall not be obligated under the terms of this schedule to deliver energy to the customer at any time the power factor of the customer's load is below 80% lagging. When the power factor of the customer's load shall fall below 85%, as indicated by a test made by the City Electric System, or as indicated by a meter installed to measure power factor, then the billing demand shall be determined by taking 85% of the actual demand as measured by the demand meter, and dividing this amount by the actual power factor determined by test or by measurement.

(Reserved for Future Use)

**STANDARD RESIDENTIAL SERVICE
(NON-COMMERCIAL)
SCHEDULE R (110 rate)
(Single Phase, 60 Cycles, 120, 208, 240 Volts)**

AVAILABILITY, APPLICABILITY AND CHARACTER OF SERVICE:

This schedule is available throughout the entire territory served by City Electric System. This service covers energy supplied for residence purposes, including lighting, cooking, and water heating, to individual (single family) residences, apartments, or farms. Single phase motor installations with a total connected load not exceeding 5 H.P. may be connected and served by this rate if used for residential purposes. All of the electrical appliances to be served under this rate are subject to approval by the management of the City Electric System. Energy delivered under this schedule shall be single phase, 60 cycle, alternating current at nominal 120, 208, 240 volts.

CUSTOMER CHARGE:

\$6.00 per billing

RATE:

7.99 cents per kWh

SENIOR CITIZEN'S/DISABLED VETERAN'S DISCOUNT:

\$6.00 credit per billing

This discount has been established for any residential customer who is sixty-two (62) years or older or is a permanently disabled American veteran, and meets certain maximum annual income requirements established by the Utility Board of the City of Key West.

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

(Continued on sheet No. 8.1)

(Continued from Sheet No. 8.0)

**STANDARD RESIDENTIAL SERVICE
(NON-COMMERCIAL)
SCHEDULE R (110 rate)
(Single Phase, 60 Cycles, 120, 208, 240 Volts)**

**CONDITIONS FOR APPLICATION TO COMMONLY-OWNED FACILITIES IN
CONDOMINIUMS:**

- (1) 100% of the energy is used exclusively for all 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, including, but not limited to any coin operated machines.
- (3) Each point of delivery will be separately metered and billed at customer's sole expense.
- (4) A responsible legal entity is established as the customer to whom the company can render its bills for said service.
- (5) Legal entity shall provide proof satisfactory to the Utility Board of the City of Key West, Florida of all of the foregoing and execute a contract to each point of delivery.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

**STREET LIGHTING RATE
SCHEDULE S-1**

AVAILABILITY AND CHARACTER OF SERVICE:

This schedule applies to electric service used for street lighting in Key West and the Lower Keys, including public ways and areas.

The City Electric System shall own the fixtures mounted on poles, and shall provide maintenance of the street light system, including lamp and photo cell renewals, patrol, and energy from dusk to dawn.

MONTHLY RATE:

FIXTURE TYPE	MONTHLY CHARGE	MONTHLY ENERGY
Sodium Vapor		
100 Watt	\$5.50	47 kWh
200 Watt	\$7.83	83 kWh
400 Watt	\$11.39	153 kWh
100 Watt M250A2	\$6.01	47 kWh
200 Watt M250A2	\$7.89	83 kWh
Mercury Vapor		
175 Watt	\$7.32	73 kWh
250 Watt	\$8.92	104 kWh
400 Watt	\$11.42	153 kWh

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

**GOVERNMENT RECREATIONAL FACILITY
LIGHTING RATE
SCHEDULE S-2**

AVAILABILITY AND CHARACTER OF SERVICE:

This schedule applies to all City and County recreational area lighting. These areas are to be designated for specific sport activity and include ball fields, tennis or basketball courts, etc.

The City Electric System shall own the fixture normally mounted on poles, and shall provide maintenance of the lighting system, including lamp and photo cell renewals. The energy for this type of installation can only be supplied through a metered service.

RATE:

10.44 cents per kWh

MINIMUM CHARGE:

\$13.73 per meter per month

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

**PRIVATE AREA LIGHTING, RESIDENTIAL AND COMMERCIAL
SCHEDULE S-3**

AVAILABILITY AND CHARACTER OF SERVICE:

This schedule applies to electric service used for residential and rural area lighting and lighting in commercial areas for prevention of vandalism and accidents.

The City Electric System shall own the fixture normally to be mounted on existing distribution poles and served from overhead wires, and shall provide maintenance, including lamp renewals and energy from dusk to dawn. On request of the customer, the City Electric System will provide special poles at the charges listed below.

Standby or resale service hereunder is not permitted and energy supplied is for lighting fixtures only.

The term of service hereunder shall be for not less than one year.

RATE:

FIXTURE TYPE	MONTHLY CHARGE	MONTHLY ENERGY
Sodium Vapor		
100 Watt Standard	\$8.18	47 kWh
100 Watt Cobra	\$8.18	47 kWh
200 Watt Cobra	\$10.02	83 kWh
100 Watt M250A2	\$8.18	47 kWh
200 Watt M250A2	\$10.11	83 kWh
Mercury Vapor		
175 Watt	\$9.53	73 kWh
400 Watt	\$13.59	153 kWh

Pole Installation Charge: A customer requesting installation of a pole under this Schedule S-3 for Private Area Lighting shall pay a total charge of \$169.20, to be paid as follows:

Initial Charge: \$84.60
Monthly Charge: \$7.05 per month for twelve (12) months

The CES will retain ownership of Poles installed under this Schedule S-3.

(Continued on Sheet No. 11.1)

(Continued from Sheet 11.0)

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 2001

POWER COST ADJUSTMENT
Schedule PCA

APPLICABILITY:

The power cost adjustment is applicable to and becomes a part of all filed retail rate schedules and is applicable to all kWh sales thereunder.

CALCULATION:

The energy charge for each kWh sold may be increased or decreased 0.01 cent (1/100 of a cent) per kWh respectively, for each 0.01 cent (1/100 of a cent) per kWh increase or decrease above or below 4.00 cents (40.0 mills) per kWh in the average net cost of power per kWh delivered to the customer's facilities.

The monthly power cost adjustment factor (\$/kWh sold) will be based on estimated power costs and estimated kWh sold for the billing period. Power cost may include the following:

- (a) the total cost of purchased power (which includes purchases associated with participation in joint action agency projects and purchases associated with customer-owned generating units);
- (b) less capacity and energy revenues received from Florida Keys Electric Cooperative under the "FKEC Capacity and Energy Sale Agreement";
- (c) less revenues received in connection with the sale of emissions credits or allowances associated with retired generating units.

There will be an adjustment to the monthly power cost adjustment calculation to correct any difference between estimated costs and actual costs for the second month preceding the billing period. The difference will be subtracted from the estimated power costs for the billing period if there was an over collection, and added to the estimated power costs if there was an under collection. However, over and under collections may be temporarily accumulated in such a manner as to minimize fluctuations in the monthly adjustment factor.

For billing purposes, the monthly power cost adjustment factor, as calculated, shall be rounded to the nearest 0.01 cent (0.1 mill) per kWh. The power cost adjustment shall be in addition to all minimum charges, and shall not be subject to discount provisions contained in any rate schedule.

In addition, the monthly power cost adjustment factor shall be subject to any applicable gross receipts, kilowatt-hour, or other form of tax imposed by any municipal, state, or federal taxing body.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

(Reserved for Future Use)

TAX ADJUSTMENT
Schedule TA

APPLICABILITY:

The tax adjustment is applicable to and becomes a part of all filed retail rate schedules and is applicable to all sales thereunder. Pursuant to Section 203.1 of the Florida Statutes, a 2.50% gross receipts tax is applicable to all retail electric charges, including any adjustments or surcharges. The tax is imposed on the total amount of gross receipts derived from utility business done within the State of Florida or between points within the state. All consumers, regardless of tax-exempt status, are subject to the recovery of this tax on the utility. In addition, the rates including any adjustments or surcharges, shall be adjusted for any other applicable gross receipts, kilowatt-hour, or other form of tax imposed by any municipal, state or federal taxing body.

CALCULATION:

The gross receipts tax recovery factor will be calculated as follows:

$$\frac{\text{(Gross Receipts Tax)}}{(1 - \text{Gross Receipts Tax})} = \frac{0.0250}{0.9750} = 0.025641, \text{ or } 2.5641\%$$

STANDARD FORMS AND BLANK BILL FORMS CUSTOMER'S LATE PAYMENT NOTICE

UTILITY BOARD OF THE CITY OF KEY WEST

POST OFFICE DRAWER 6100
KEY WEST, FLORIDA 33041-6100



TELEPHONE: (305) 295-1000
www.kwcityelectric.com

Amount past due:
Account number:

Dear

We understand that occasionally everyone overlooks paying a utility bill. However, as of the above date, our records do not reflect your payment. In order to avoid possible discontinuance of service, please remit your payment by 07/30/1999.

Payment may be made at:

Main Office: City Electric System
1001 James Street
Key West, Florida 33040
or

Mail to: P. O. Drawer 6100
Key West, Florida 33041

(Please make sure your account number is on the check)

If your payment has been mailed, please call our office so we can correct our records. If service is disconnected for non-payment a reconnect fee, in addition to the outstanding balance, will be required in order to reconnect the service.

If you have any questions, please call (305) 295-1110.

We appreciate your attention to this matter.

Very truly yours,

Utility Board-City of Key West
"City Electric System"
Raymond C. Rodriguez, General Manager

UTILITY BOARD MEMBERS:

Robert R. Padron, Chairman • Dr. Otha P. Cox, Vice-Chairman
Leonard H. Knowles, Member • Gayle Swofford, Member • Lou Hernandez, Member

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

STANDARD FORMS AND BLANK BILL FORMS CUSTOMER'S LATE PAYMENT NOTICE

UTILITY BOARD OF THE CITY OF KEY WEST

POST OFFICE DRAWER 6100
KEY WEST, FLORIDA 33041-6100



TELEPHONE: (305) 295-1000
www.kwcityelectric.com

Account #:
Meter #:

Dear Valued Customer:

This account has a past due balance in the amount of \$60.41.

Since this will be the last notice before turn-off, please do not mail your payment. Payment must be made in our Delinquent Accounts Office by the close of business at 4:45 on 07/30/1999. If you have already mailed your payment, please call and advise your representative so that our records may be corrected.

The field representative will not return to collect the money. It must be brought into the Delinquent Accounts Office at 1001 James Street, Key West, Florida.

Failure to pay the above amount by the specified date will result in the interruption of your electric service. If service is interrupted, a reconnect fee will be assessed as follows: \$25.00 if before 4 p.m. or \$50.00 after 4 p.m.

If you have any questions, please call the Delinquent Accounts Office at 295-1110.

Sincerely,

Utility Board-City of Key West
"City Electric System"
Raymond C. Rodriguez, General Manager

UTILITY BOARD MEMBERS:

Robert R. Padron, Chairman • Dr. Otha P. Cox, Vice-Chairman
Leonard H. Knowles, Member • Gayle Swafford, Member • Lou Hernandez, Member

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

STANDARD FORMS AND BLANK BILL FORMS BLANK BILL FORMS



**CITY
ELECTRIC
SYSTEM**

Please detach and return this portion with your check to:
P. O. BOX 2882 • KEY LARGO, FL 33037-7882
PHONE: (305) 295-1000
MAIN OFFICE: 1001 JAMES STREET, KEY WEST

ACCOUNT NUMBER	BILLING DATE	DUE DATE	BALANCE DUE	ENTER AMOUNT PAID

Due date refers to current charges only. A 5% penalty will be imposed on all current amounts not paid by this date

Please write your account number on your check, detach here and return this portion with your payment.

Please retain the bottom portion below for your records.



CITY ELECTRIC SYSTEM
visit us @ www.kwcityelectric.com

If you have questions about your bill,
please call us at (305) 295-1000

ACCOUNT NUMBER	BILLING DATE	DUE DATE	BALANCE DUE	ENTER AMOUNT PAID

Customer Information

Customer Usage Energy Used This Month:

Meter	Meter	Days of	Average	Daily
Date Read	Reading	Service	KwH	Cost

Current Month
Previous Month
This Month Last Year

Message

Account Information

TOTAL AMOUNT DUE	
-------------------------	--

Due date refers to current charges only. A 5% penalty will be imposed on all current amounts not paid by this date.
Any unpaid previous balance on your bill may cause immediate disconnection of service.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

STANDARD FORMS AND BLANK BILL FORMS BLANK BILL FORMS



**CITY
ELECTRIC
SYSTEM**

Please detach and return this portion with your check to:
P. O. BOX 2685 • KEY LARGO, FL 33037-7885
PHONE: (305) 295-1000
MAIN OFFICE: 1001 JAMES STREET, KEY WEST

ACCOUNT NUMBER	BILLING DATE	DUE DATE	BALANCE DUE	ENTER AMOUNT PAID

*Due date refers to current charges only. A 5% penalty will be imposed on all current amounts not paid by this date.

Please write your account number on your check, detach here and return this portion with your payment.

Please retain the bottom portion below for your records.

CUSTOMER INFORMATION	ACCOUNT NO.	METER NO.	RATE
	BILLING DATE	DUE DATE	BALANCE DUE

Customer Usage Multiplier: Meter Date Read kWh Reading kWh Consumption Actual kWh Consumption Billed kW Demand Days of Service Average Daily Cost

Current Month
Previous Month
This Month Last Year

Message

Account Information

Due date refers to current charges only. A 5% penalty will be imposed on all current amounts not paid by this date. Any amount not paid by the due date will be added to the amount due.

If you have any questions, please call City Electric System at 305-295-1000, or visit our website: www.kwcityelectric.com

TOTAL AMOUNT DUE

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

CONTRACTS AND AGREEMENTS

INDEX

All contracts and agreements of the utility should be listed in alphabetical order by name of party and date of expiration.

	PARTY	EXPIRATION DATE
1.	U.S. Navy	August 15, 2002
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

(Reserved for Future Use)

**LARGE POWER SERVICE FOR CHURCHES
SCHEDULE A (217 rate)**

AVAILABILITY, APPLICABILITY AND CHARACTER OF SERVICE:

This schedule applies to power and energy for Churches, and is available throughout the entire territory served by the City Electric System, to those Churches that have exempt status as determined by the Internal Revenue Service and agreeing to purchase a fixed minimum amount of power each month. This schedule is only available to that portion of the Church facilities utilized for religious worship. Any and all other installations that are not associated with these religious services are excluded, such as school or vocational training programs that may be so operated or controlled by the Church.

The amount of power shall be known as CONTRACT DEMAND, and said Contract Demand, in no case, shall be less than twenty (20) kilowatts.

Alternating current nominally at sixty (60) cycles will be supplied at the three phase, 120, 208, 240, 480, 4,160 or 13,800 nominal voltage, at the option of the City Electric System, according to the class of service available.

CUSTOMER CHARGE:

\$18.50 per billing

RATE: For billing Demand and Energy

(1) Billing Demand per Month	\$1.80 per kW of Billing Demand
(2) Energy Charge	7.99 cents per kWh

(Continued on Sheet No. 18.1)

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 2001

(Continued from Sheet No. 18.0)

**LARGE POWER SERVICE FOR CHURCHES
SCHEDULE A (217 rate)**

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by the installation of a demand meter. The billing demand for the month shall be the average kilowatt delivery of the fifteen-minute interval, in which the utilization of electric energy is greater than in any other fifteen-minute interval in that month. The monthly billing demand shall not be less than 90% of the Contract Demand. The billing demand is to be expressed in kilowatts to the nearest 0.5 kilowatt.

POWER FACTOR CLAUSE:

The City Electric System shall not be obligated under the terms of this schedule to deliver energy to the customer at any time the power factor of the customer's load is below 80% lagging. When the power factor of the customer's load shall fall below 85%, as indicated by a test made by the City Electric System, or as indicated by a meter installed to measure power factor, then the billing demand shall be determined by taking 85% of the actual demand as measured by the demand meter, and dividing this amount by the actual power factor determined by test or by measurement.

**MILITARY INSTALLATION
SCHEDULE M.S.**

AVAILABILITY AND CHARACTER OF SERVICE:

This schedule applies to power and energy for general power purposes, and is available throughout the entire territory served by the City Electric System, to the military installations agreeing to purchase a fixed minimum amount of power each month, which amount shall be known as CONTRACT DEMAND. Alternating current nominally at 60 cycles will be supplied at the three phase, 120, 208, 240, 480, 4,160 or 13,800 nominal voltage, at the option of the City Electric System.

RATE:

(1) Customer Charge	\$18.50 per billing
(2) Billing Demand per Month	\$6.45 per kW
(3) Energy Charge	5.98 cents per kWh

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by the installation of a demand meter. The billing demand for the month shall be the average kilowatt delivery of the fifteen-minute interval, in which the utilization of electric energy is greater than in any other fifteen-minute interval in that month. The monthly billing demand shall not be less than 70% of the Contract Demand. The billing demand is to be expressed in kilowatts to the nearest 0.5 kilowatt. If service at a meter location is supplied at 13,800 volts, and the transformers are owned by the customer, a discount of 5% will be applied to the demand rate portion of this rate schedule.

(Continued on Sheet No. 19.1)

(Continued from Sheet No. 19.0)

**MILITARY INSTALLATION
SCHEDULE M.S.**

POWER FACTOR CLAUSE:

The City Electric System shall not be obligated under the terms of this schedule to deliver energy to the customer at any time the power factor of the customer's load is below 80% lagging. When the actual power factor of the customer's load shall fall below 85% at the time of the peak demand as indicated by a meter installed to measure power factor, then the billing demand shall be determined by taking 85% of the actual demand as measured by the demand meter and dividing this amount by the actual power factor determined by measurement at the time of the 15 minute peak demand.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999

MISCELLANEOUS CHARGES

(1) DEPOSIT REQUIREMENTS	
RESIDENTIAL DEPOSIT	\$125.00
RESIDENTIAL LOW-INCOME DEPOSIT (Applicable for qualifying low-income Residential customers meeting eligibility requirements)	\$50.00
COMMERCIAL DEPOSIT - for accounts established on or before April 30, 1993, the greater of: OR the monthly average of the previous twelve (12) months' billing x 2	
	\$150.00
Any existing commercial account having a history of payment causing extra collection efforts may be required to provide a service deposit equivalent to the monthly average of the previous twelve months' billing x 2, with a minimum of \$150.00.	
DEPOSIT FOR TEMPORARY SERVICE (from vacation disconnect)	\$125.00
For customer in good standing	\$75.00
(2) FIELD VISIT CHARGE	
(For customer-initiated service calls for initial connection, reconnection after disconnection, temporary disconnect/reconnect, and trouble calls)	
During normal working hours, as posted by CES	\$15.00
Additional charge for after normal working hours	\$35.00
Additional charge for connection/reconnection at pole	\$60.00
Additional charge for customer violation	\$10.00
(3) BAD CHECK CHARGE	
The greater of:	\$20.00
OR 5% of the face amount of the check, whichever is greater	
(4) DELINQUENT BILL CHARGE	
Applicable to all amounts due when bills are not paid within thirty (30) days from the meter reading date	5%

(Continued on Sheet No. 20.1)

(Continued from Sheet No. 20.0)

MISCELLANEOUS CHARGES

(5) AREA LIGHT ALTERATION CHARGE	
For customer-requested relocation or alteration of an area light installation requiring use of a Line Section vehicle	\$35.00
(6) METER TAMPERING CHARGE	\$250.00
(7) METER TEST CHARGE	
Meter has not been tested within 12 months prior to request	No Charge
In excess of 12 months limit and test indicates reading is not within allowable limits	No Charge
In excess of 12 months limit and test indicated reading is within allowable limits	\$15.00
(8) LINE EXTENSION CHARGE	
If additional poles are required for a line extension, the initial customer must pay \$600.00 per pole. See the "Standard Electric Extension Agreement" for further information.	\$600.00 per pole
(9) INITIAL PERMANENT SERVICE CHARGE (IPSC)	
In addition to the initial connect charge, a customer requesting initial permanent service at a new service location will pay the following charge for installation of the meter and accessory equipment.	
Initial Service Type:	
Single Phase (self contained meter)	\$100.00
Three Phase (self contained meter)	\$375.00
Secondary (Instrument meter on secondary)	\$500.00
Primary - Type I	
(Instrument meter on primary for load under 450 kW)	\$2,300.00
Primary - Type II	
(Instrument meter on primary for loads of 450 kW or greater)	\$3,300.00

(Continued on Sheet No. 20.2)

(Continued from Sheet No. 20.1)

MISCELLANEOUS CHARGES

(10) CONTRIBUTION IN AID OF CONSTRUCTION (CIAC) CHARGE

A customer requesting initial permanent service at a new service location will pay the following charge for contributions in aid of construction for facilities required to meet the electric requirements of the new customer (exclusive of metering and accessory equipment).

Type of Service:	
Residential CIAC	\$350.00
Non-residential CIAC per kW of expected peak load	\$70.00

For customers requesting initial non-residential, commercial, or large power service, the kilowatt (kW) of expected peak load will be determined by the City Electric System. After a customer connects to the City Electric System and in the event the customer's observed peak load varies significantly from the estimated peak load originally used to calculate the customer's CIAC, the City Electric System shall reserve the right to make an adjustment to the CIAC initially charged.

In all cases, the minimum CIAC charged will be \$350.00. If an increase in peak load requirements at an existing service account results from the addition of facilities and/or equipment, the customer shall be charged \$70.00 per kW of increased peak load over that which previously existed.

A waiver of the CIAC may be made upon presentation of competent evidence satisfactory to the City Electric System, that an additional account at an existing service location will not create any potential demand increase.

If a service has been inactive for seven or more years, the customer requesting to reactivate the service shall be assessed a CIAC as if it were a new service.

Upon proper application, Federal, State, and Local governmental agencies may seek waiver of the CIAC from the Utility Board of the City of Key West.

(Continued on Sheet No. 20.3)

(Continued from Sheet No. 20.2)

MISCELLANEOUS CHARGES

(11) POWER SENTRY PROGRAM CHARGE

Upon request by a customer and pursuant to the terms and conditions of the Power Sentry Program, the CES will offer three types of surge protection: Whole-house Surge Suppression Units, Point of Use Surge Protection Devices, and/or Uninterruptible Power Systems. The devices offered under the Power Sentry Program are available on a first-come first-serve basis subject to the availability of equipment. In order to receive any of the devices under the Power Sentry Program, the customer must sign the "Power Sentry Program Customer Agreement". All devices offered under the Power Sentry Program become the property of the customer and CES is not responsible for any equipment failure or damage or for any maintenance or replacement of any equipment. Any and all claims of whatsoever nature shall be solely of the manufacturer and not CES.

WHOLE-HOUSE SURGE SUPPRESSION UNIT

This device is offered to any customer of the CES with a single phase or three phase self-contained meter and a 200 amp or smaller main electrical panel. Based on inspection by the CES, the customer's ground wire and ground rod must be in conformance with required safety regulations. For customers that meet the requirements of the CES, the CES will install the device adjacent to the customer's meter box.

Charge for equipment and installation:	Single Phase Unit	\$150.00
	Three Phase Unit	\$200.00

Payment: At the customer's option, the customer may either (i) pay the amount due in full at the time of installation or (ii) sign a "Promise to Pay Agreement" and make three equal monthly payments of \$50.00 during each of the three consecutive months following installation. If a customer's account is closed prior to payment in full for the Whole-house Surge Suppression Unit, the CES will remove and store the device. Upon satisfying in full any payment due, the CES will reinstall the device for the customer. The fee to reinstall the device is \$15.00. If a customer discontinues service and the account is paid in full, the CES will remove the device and leave the device at the customer's premises. A delinquent bill must be paid in full to avoid being subject to discontinuance and service cutoff.

(Continued on Sheet No. 20.4)

(Continued from Sheet No. 20.3)

MISCELLANEOUS CHARGES

POINT OF USE SURGE PROTECTION DEVICE

The customer may purchase one or more Point of Use Surge Protection Devices. The customer is responsible for installation of each device inside the customer's premises.

Depending on the equipment size required by the customer, the charge per device ranges from \$39.00 to \$46.00

Payment: The customer must pay the charge in full upon receipt of the device by the customer.

UNINTERRUPTIBLE POWER SYSTEM

The customer may purchase one or more Uninterruptible Power Systems. The customer is responsible for installation of each system inside the customer's premises.

Depending on the system size required by the customer, the charge for equipment ranges from \$250.00 to \$850.00

Payment: The customer must pay the charge in full upon receipt of the system by the customer.

(Continued on Sheet No. 20.5)

(Continued from Sheet No. 20.4)

MISCELLANEOUS CHARGES

(12) LINE EXTENSION CHARGE - PRIMARY, HIGH VOLTAGE UNDERGROUND FACILITIES

Upon request by a customer or developer and pursuant to the terms and conditions that are established by the CES, the customer/developer may request the CES to install underground distribution facilities. See the "Standard Electric Underground Extension Agreement" for further information.

This schedule applies for primary, high voltage underground line extensions, and excludes services involving underground construction, over-water construction, or underwater construction.

CHARGES FOR TYPICAL UNDERGROUND LINE EXTENSIONS:

Trench and Power Cable	
Single Phase	\$ 42.00 per linear foot
Three Phase	\$ 47.00 per linear foot
Electrical Manhole	\$ 3,500.00 each
Transformer and Foundation	
Single Phase	\$ 3,000.00 each
Three Phase — 150-500 kVA	\$ 3,500.00 each
Three Phase — 750 kVA	\$ 4,300.00 each
Adders for Additional Services	
Asphalt on Trench	\$ 10.00 per linear foot
Communication Conduits	\$ 15.00 per linear foot

CHARGES FOR EXTRAORDINARY COSTS:

In addition to the above charges for typical underground line extensions, the customer/developer shall be required to pay any additional costs due to atypical or extraordinary circumstances relating to the underground service requested. The CES reserves the right to determine the circumstances that are atypical or extraordinary, which may include but are not limited to permitting requirements of the CES, larger cable size, capacitor bank switches, or electrical equipment regulators.

BUDGET BILLING

Any residential customer who has had 12 continuous months of service at the current service address, or has been a residential customer for 24 consecutive months at any address within the City Electric System's (CES) service area, and who has no delinquent balances with the CES, is eligible to participate in the Budget Billing Program described below for "residential rate" billings on meter readings taken on or after November 1, 1993.

Under the Budget Billing program, a customer is billed monthly on a levelized basis rather than on the basis of the current bill amount. The levelized amount is determined by averaging the customer's total bill for the current and the preceding 11 whole months. If the customer does not have 12 whole months of continuous service at the current service address or any of the customer's last 12 bills do not cover a full monthly period, then the levelized bill will be computed on the basis of the total number of whole months of continuous service that are available for the current service address within the past year. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. City Electric System reserves the right to adjust this deferred balance on a monthly basis, or as needed.

If a customer transfers the location of the service account with CES or the customer's participation in the program is terminated, any amount in the deferred balance that the customer owes to CES will be billed through the normal billing process; any amount in the deferred balance that is owed to the customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the customer's future billings or returned upon request. Customers who transfer the location of their service account within CES' service area may continue their participation in the program at the new service address as soon as their final balance from the old service address is paid and their account is current at the new address.

In addition to the normal billing information, customers participating in the program will receive the following information on their monthly bill: actual bill amount, "budget bill" amount, and monthly deferred amount.

A customer may terminate participation in the program at any time, and may be terminated from the program by CES if the customer becomes subject to collection action on this service account. Once a customer's participation in the program has terminated, he/she may not rejoin the program for 12 months.

**LARGE COMMERCIAL — PRIMARY
SCHEDULE LP (215 rate)**

AVAILABILITY, APPLICABILITY AND CHARACTER OF SERVICE:

This schedule applies to power and energy for general power purposes, and is available throughout the entire territory served by the City Electric System to those customers that own their transformers, primary conductors and agreeing to purchase a fixed minimum amount of power each month, which amount shall be known as CONTRACT DEMAND, and said Contract Demand in no case shall be less than 20 kilowatt. Alternating current nominally at 60 cycles will be supplied at the three phase, 13,800 nominal voltage, at the option of the City Electric System according to the class of service available.

CUSTOMER CHARGE:

\$18.50 per billing

RATE:

For Billing Demand and Energy

- (i) BILLING DEMAND @ \$6.20 per kW of Billing Demand per month
- (ii) ENERGY CHARGE 5.98 cents per kWh

POWER COST ADJUSTMENT (PCA):

The above rates shall be increased or decreased by the power cost adjustment in accordance with the formula specified in the "Power Cost Adjustment" provisions on Sheet No. 12.0, which is incorporated as part of this rate schedule.

TAX ADJUSTMENT:

The above rates shall be increased by the tax adjustment in accordance with the terms of the "Tax Adjustment" provisions on Sheet No. 13.0, which is incorporated as part of this rate schedule.

TERMS OF PAYMENT:

Electric bills are due approximately thirty (30) days after the meter reading date. If the bill is not paid on or before the due date listed on the bill, a 5% penalty charge is imposed.

(Continued on Sheet No. 22.1)

(Continued from Sheet No. 22.0)

**LARGE COMMERCIAL — PRIMARY
SCHEDULE LP (215 rate)**

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by the installation of a demand meter. The billing demand for the month shall be the average kilowatt delivery of the fifteen-minute interval, in which the utilization of electric energy is greater than in any other fifteen-minute interval in that month. The monthly billing demand shall not be less than 90% of the Contract Demand. The billing demand is to be expressed in kilowatts to the nearest 0.5 kilowatt.

POWER FACTOR CLAUSE:

The City Electric System shall not be obligated under the terms of this schedule to deliver energy to the customer at any time the power factor of the customer's load is below 80% lagging. When the power factor of the customer's load shall fall below 85%, as indicated by a test made by the City Electric System, or as indicated by a meter installed to measure power factor, then the billing demand shall be determined by taking 85% of the actual demand as measured by the demand meter, and dividing this amount by the actual power factor determined by test or by measurement.

Issued by:
Raymond C. Rodriguez, General Manager

Effective
October 1, 1999