

**KEYS ENERGY SERVICES
CUSTOMER SERVICE POLICY
MANUAL**

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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, hereinafter referred to as KEYS (Utility Board of the City of Key West, Florida).

The Customer Service Policy formalizes the relationship between the customer and Keys Energy Services and must be clearly defined in order to avoid misunderstandings between the customer and the utility.

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 foster good customer relations.

In any case not specifically covered, or if questions arise as to application of these policies, please contact KEYS' 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, Florida."

KEYS: Utility Board of the City of Key West, Florida d/b/a Keys Energy Services.

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

CONSUMER OR CUSTOMER: "Consumer," or "Customer," as used herein, means party, person, firm, corporations, or associations 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).

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 horse power.

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 premises 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). KEYS requires a minimum power factor rating of 90% as registered by the meter at the time of peak demand.

POINT OF CONNECTION: The point where the customer's wires or equipment connect with those of KEYS. This point is to be determined by KEYS. The physical point at which KEYS' responsibility ends.

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 specific physical location where the point of delivery is located. This location is designated by KEYS.

VOLTS, VOLTAGE: Unit of electrical pressure.

HOURS OF OPERATION

Keys Energy Service's office hours are as follows:

| | |
|-----------|-----------------------|
| Monday | 8:00 a.m. - 5:00 p.m. |
| Tuesday | 8:00 a.m. - 5:00 p.m. |
| Wednesday | 9:00 a.m. - 5:00 p.m. |
| Thursday | 8:00 a.m. - 5:00 p.m. |
| Friday | 8:00 a.m. - 5:00 p.m. |

Please note -- on Wednesday, Keys Energy Services offices do not open until 9:00 a.m.

REQUEST FOR SERVICE: CONNECTION OR DISCONNECTION AT METER

For same day service:

From Sunshine Key to Ramrod Key -- sign up for service before 1:30 p.m.

From Summerland Key to Sugarloaf Key -- sign up for service before 2:30 p.m.

From Bay Point to Rockland Key -- sign up for service before 3:30 p.m.

From Key Haven to Key West -- sign up for service before 4:30 p.m.

All other connections/disconnections will be completed on the next business day.

Service Building Address: 1001 James Street
Key West, FL 33040
305-295-1000
(Entrance to parking is on Grinnell Street)

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

All Other
Correspondence Address: P.O. Box 6100
Key West, FL 33041

Website Address: KeysEnergy.com

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 shall not alter his facilities in such a way as to cause the 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 manner as to make it difficult for KEYS' employees' to have easy access to the meter, for the purpose of repair, replacement, inspections and reading.
2. Building swimming pools under or near service drops.
3. Adding to a building in such a way as to cause the service drop to cross over or under a roof.

KEYS has undertaken a project of relocating all electrical facilities from easements located at the rear of any property to the street whenever practical. For any upgrade or modification to a customers' service that would require KEYS to disconnect the service wires, the customer will be required to relocate said service to the new facility as directed by KEYS at the customer's expense or the customer may be eligible for an easement rebate offered by the Utility Board.

KEYS' transmission and distribution facilities are subject to Public Service Commission (PSC) jurisdiction. The Florida Public Service Commission (FPSC) uses the National Electrical Safety Code (ANSI C-2) as its standards. KEYS shall also follow the standards of the latest version of the National Electrical Safety Code (NESC), as adopted by the FPSC. In some cases, 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 before construction. It shall be the customer's responsibility to locate/re-locate meter centers to conform with NESC standards. If you have any questions concerning NESC or PSC requirements, please contact our Customer Services Department. If you have any questions relating to the NEC, please contact the City or County Building Department. Commercial customers are reminded that annual inspections of the electrical facilities and maintenance are required by NEC-NFPA 70B if any electrical issues are identified.

BILLING RATE 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:

| <u>Designation</u> | <u>Description</u> |
|--------------------|--|
| R | Residential Service |
| RS | Residential – Senior Citizen and/or Disabled Veteran |
| SC | Small Commercial |
| SCG | Small Commercial – Government |
| LC | Large Commercial |
| LCG | Large Commercial - Government |
| LP | Large Commercial – Primary Service |
| LPG | Large Commercial - Primary Government |
| CH | Large Power Service for Churches |
| MS-LC | Military Installation – Secondary Service |
| MS-LP | Military Installation – Primary Service |

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.

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.

COASTAL BARRIER RESOURCE ACT

Any request to extend electrical services that fall within a location designated as a Coastal Barrier Resource Act (CBRA) location, will require an additional deposit. Said deposit will be set on a case by case basis. This requirement of a funded escrow account by the owner/developer requesting a line extension is necessary because under a CBRA designation federal funding for repairs after a hurricane or other natural disasters may not be available.

OVERHEAD LINE EXTENSION

Should an extension of KEYS' overhead line facilities be required to supply energy to an owner's service, the owner will be required to enter into a "Standard Electric Extension Agreement" and pay the applicable Line Extension Charge. The applicable Line Extension Charge is set forth on the Miscellaneous Charges Tariff. If such "line extension" request is for over water, under water or in a Coastal Barrier Resource Act (CBRA) area as designated by the federal government, the standard line extension agreement does not cover the unique circumstances of these projects and will be subject to KEYS approval and may require a non-standard agreement. KEYS shall impose and collect a Line Extension Charge from any owner subsequently requesting service from the line extension covered by the agreement. The Line Extension Charge shall be applied proportionally to the properties based on the number of services that could be fed by the subject line extension. KEYS shall reimburse the owner of the property covered by the particular Standard Electric Extension Agreement; eighty-five percent (85%) of amounts collected from the Line Extension Charge imposed on any owner subsequently receiving service from said line extension. Fifteen percent (15%) shall be maintained by KEYS to cover administrative costs; provided that the total refunds do not exceed the amount paid by the owner to KEYS. No refunds will be made to an owner who is in default in the payment of any bill, or bills, for service furnished to the owner by KEYS. The provisions of the Line Extension Agreement associated with future customers receiving power from the agreement shall terminate ten (10) years from the effective date of the line extension agreement (or as otherwise designated in the existing line extension agreements). Should environmental permitting be necessary, KEYS shall be responsible for securing the permits; however, all costs associated with permitting shall be the responsibility of the owner. All litigation and mitigation shall be the sole responsibility of the owner.

UNDERGROUND SERVICE (SECONDARY)

KEYS does not install any underground secondary service. The customer does have the option to install an underground service to their property. 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. Any relocation of customer owned secondary underground services is the responsibility of the customer. All underground service locations shall be labeled with a permanent identification indicating which service conductors provide power to what

service location (address). In the event appropriate labeling is not in place, KEYS reserves the right to charge the customer additional field visit charges as set forth under the Miscellaneous Charges Tariff if KEYS crews have to make multiple trips to the site. It is expressly understood and agreed by the customer that any service riser must be moved off of KEYS poles when requested by KEYS for the purpose of pole replacements or upgrades. All requests to remove risers from KEYS must be completed in a timely manner as determined by KEYS. Failure to remove the service riser will result in an interruption of the electrical service until the riser has been relocated to the new pole location. All costs for the transfer of electrical service risers are to be at the customer's expense.

PRIMARY UNDERGROUND LINE EXTENSION

Upon request by an owner/developer and pursuant to the terms and conditions that are established by KEYS, the owner/developer may request KEYS to install underground distribution facilities. The owner/developer will be required to enter a "Standard Primary Underground Extension Agreement" and pay the applicable Line Extension Charge. The established charges are for typical underground line extensions and are set forth under the Miscellaneous Charges Tariff. If such "line extension" request is for over water, under water or in a Coastal Barrier Resource Act (CBRA) area as designated by the federal government, the standard line extension agreement does not cover the unique circumstances of these projects and will be subject to KEYS approval and may require a non-standard agreement. The owner/developer shall be required to pay for any atypical or extraordinary costs associated with the request for a Primary Underground Line Extension. KEYS reserves the right to determine the circumstances that are atypical or extraordinary, which may include but are not limited to permitting requirements of KEYS, larger cable size, capacitor bank switches or electrical equipment regulators.

AFFORDABLE HOUSING DISCOUNT POLICY

KEYS will participate in joint-funding for installation of primary high-voltage distribution services for Affordable Housing to the extent such Affordable Housing status is verified with the City of Key West and/or Monroe County. To obtain this joint-funding, the customer and/or developer must obtain all appropriate State and Local permits, certifications and approvals (e.g. City and/or Monroe County Recorded Deed Restriction). The customer and/or developer are responsible for costs associated with trenching and foundations. KEYS will provide and install the high-voltage cable; cable terminations in projects with three or less pad mounted transformers, riser poles and associated hardware.

UNDERGROUND PRIMARY CONVERSION POLICY

GENERAL REQUIREMENTS

A KEYS 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 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 customer/developer of the property.

FUNDING RESPONSIBILITY

KEYS will consider participating in joint-funding if the project meets the general requirements stated above and the customer/developer or property owner is responsible for: underground costs in accordance with the current Miscellaneous Charges Tariff, and all permitting (e.g. Department of Transportation, Federal Department of Environmental Protection, etc.). Additionally, at the sole discretion of KEYS, the customer, developer or property owner may be charged the demolition costs of the existing overhead line facilities.

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 the intended use 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 AND PADMOUNT TRANSFORMERS

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. All Transformer vaults and enclosures will be replaced with pad-mounted transformers at the discretion of KEYS or when mechanically necessary. The cost to relocate the customer's secondaries shall be at the customer's expense.

THREE-PHASE SERVICE

Line construction for the distribution of three-phase services will not be provided for equipment of less than 20 kW, nor if the total aggregate rating of a group of three-phase equipment is less than 20 kW.

KEYS has standardized the installation of three-phase service. 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 Department for more specific details.

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

NON-STANDARD LOAD

All new electrical services that can possibly affect KEYS' transmission/distribution system or its customers are subject to a thorough technical evaluation by KEYS. KEYS may consider this to be a non-standard load. Therefore, KEYS may be required to perform certain North American Electric Reliability Corporation (NERC) compliance related task specific to the customer's impact on the utility. All costs associated with any technical impact studies as part of the "interconnection review process" are to be paid in advance by the customer. KEYS reserves the right to charge additional construction costs (e.g. transformers, switches, metering, etc.) for projects that have low Load Factor (LF) and are considering the utility as a backup power source.

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 provide 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. All temporary services will be installed away from the building that is under construction or being renovated.

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. The following information shall be obtained from the person applying for service: Applicant's name, date of birth, a valid government issued photo identification, address (including street, house number or apartment number, or the name of subdivision with lot and block number), and an executed rent receipt/lease agreement or proof of ownership. Effective October 1, 2012, the Board amended the "Contract for Service" with additional verbiage to allow two customers to establish electrical services collectively, with both parties having full authorization to transact business as they may determine necessary. This change in policy allows either customer to

connect service, disconnect or change any information necessary to conduct and maintain electrical services with KEYS. By entering into this agreement to have this account in joint names it is agreed that both parties are responsible for payment and may request a disconnection of service without consent, knowledge, acquiescence, or notice to the other party.

Any account that is established 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. The documents must list the corporate officer who is requesting electrical service. If the above is not available, KEYS may accept a Corporate Statement on company letterhead (see required sample verbiage online @ keysenergy.com/forms/corporate-verbiage-template.pdf) or in lieu of letterhead the statement must be submitted with a business card attached for the representative requesting the service. The statement must either be notarized or accompanied by a copy of valid government issued photo identification.

Effective October 1, 2012, the Board approved an exemption to the policy for Realtor/Property managers obtaining electrical services for foreclosures/bank owned properties. In addition to KEYS normal process, Realtor/Property managers must submit the notarized Realtor/Property Manager Affidavit (this can be located online at keysenergy.com), provide a copy of the fully executed Listing/Property Management Agreement and provide a copy of the Certificate of Title or Warranty Deed.

Effective October 1, 2012, the Board approved an exemption to the policy to obtain electrical services for condominium properties where by electrical services may be established by the Condominium Manager for health/safety reasons for those condominium units that are in foreclosure, and/or abandoned property within the Homeowners Association. The Condominium Manager may establish electrical services by signing a "Condominium Association Affidavit" which can be obtained either in person or by calling our office when requesting electrical services.

Effective August 26, 2015, the Board approved an exemption to the policy for residential property owners or property managers reinstating electrical service in their name with prior service at the same location. By request, KEYS will not require an updated signed contract for service, KEYS will verbally verify the property owner/manager's identification with their driver's license or equivalent. By requesting reinstatement of service, the customer acknowledges and agrees that the original signed contract on file with KEYS will become effective as of the new service date and furthermore, the customer agrees that the terms of the presently existing Customer Service Policy Manual will supersede and control over any conflicting provision in the original signed contract.

If electrical service has been disconnected for more than one (1) year, KEYS will require a re-inspection by the local government building official. Inspection shall state that the electrical service can be safely re-established to the service location.

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, will be furnished to the applicant for their records and information. Copies of the Customer Service Policy Manual are available in the office and online at Keysenergy.com.

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. The customer of record is responsible for advising KEYS of any change in ownership of property and/or change in the parties responsible on the contract. Absent such notice from the customer of record, the new party utilizing the service will be deemed to have adopted and agreed to be responsible on such existing contract with KEYS provided however that such provisions shall not relieve the customer of record of responsibility for any charges incurred. Anyone signing for service for someone else must bring a notarized letter of authorization.

All customers applying for residential service will be required to initial a "Residential Household Affidavit" located on the "Contract for Service" This affidavit affirms the tax exemption for residential use of electrical service.

PROCESS FOR OBTAINING NEW SERVICE

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

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 Department will then provide a service location.

The contractor or customer will pay the necessary service deposit, and any other fees, and sign a "Contract for Service", which will include the type of account.

When the appropriate 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. Meter socket(s) shall be installed at an elevation not more than six (6) feet above finish grade. This will enable KEYS staff to safely install meters. If City or County Electrical Inspectors require above six (6) feet to accommodate flood requirements, the customer shall install a fixed

permanent platform acceptable to KEYS' Meter Department or an acceptable flood proof enclosure pre-approved by KEYS and the City/County building department. All designs of the platform by customer shall be pre-approved by KEYS. 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 or complete a KEYS form, 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 ensure 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.

TERMINATION OF SERVICE

The termination of residential service request may be submitted via email, online, by telephone, in person, by fax or mail. Verification of identity will be required. It is the customer's responsibility to follow up any faxed, online, emailed or mailed request to ensure that the request was received. KEYS will not be responsible for the adjustment of energy consumed if a request to terminate service is not received by the business office. The customer whose name appears on the contract is the only person who can terminate said service. Exceptions may be made if certain documents, (e.g. Death Certificate, Power Of Attorney, etc.) are provided by the appropriate person or landlord. All requests for termination of service for commercial accounts must be in a written manner signed by an authorized person; verification is requested.

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.

PRIOR INDEBTEDNESS

KEYS may withhold service to any customer unless all prior indebtedness to KEYS at this, or other location, has been satisfied. Should KEYS determine that someone living at the service location has an outstanding debt due KEYS, this account will be subject to collections activities (Termination of Service), unless the outstanding debt is paid.

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 Miscellaneous Charges Tariff.

Residential or temporary service deposits for connect orders for customers with previous service with accounts in good standing, as determined by KEYS, may be eligible for a deposit waiver, in accordance with the deposit requirements set forth on the Miscellaneous Charges Tariff.

Should a Residential Customer's account without a deposit become past due on two consecutive occasions, a full deposit, in accordance with the deposit requirements set forth on the Miscellaneous Charges Tariff, may be required.

- a. Residential Customers who sign up for the Electronic Debit Program (EDP) will not be required to provide a deposit; however upon removal from the program for any reason a full deposit will be required immediately.

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 in the Miscellaneous Charges Tariff. 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 (projected) twelve (12) months' billing x 2, with a minimum deposit equal to the amount specified in the Miscellaneous Charges Tariff.

The customer hereby grants KEYS 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. KEYS 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 customers' deposit will first be applied to any outstanding bills owed by the customer with the remaining balance, if any, being refunded to the customer.

All service deposits shall earn simple interest. The rate of interest will be determined by KEYS.

Commercial accounts will be reviewed by Customer Service on an as needed basis. A review may 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 (projected) twelve (12) months' billing x 2, with a minimum deposit equal to the amount specified in the Miscellaneous Charges Tariff.

As a special service to property owners or property managers of residential rental units, KEYS can provide a fourteen (14) day service, for cleaning purposes, without a service deposit. A service fee will be billed when the account is established (see Miscellaneous Charges Tariff).

No service deposit can be waived except by the General Manager/CEO or their designee.

TRANSFER OF SERVICE DEPOSIT

A residential 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. If the form is completed by both parties in the presence of KEYS, the notary is not required. 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.

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 30 days. Residential service deposits will be automatically refunded to customers of the utility having an account for 24 months with good payment history.

MISCELLANEOUS CHARGES

MISCELLANEOUS CHARGES

KEYS has established miscellaneous charges relating to deposit requirements; field visits for connection, disconnection, reconnection of service and trouble calls; returned checks; past due bills; meter tampering; meter tests; line extensions (overhead and underground) and initial permanent service charges. The applicable charges are set forth in KEYS Miscellaneous Charges Tariff. A copy can be obtained from our website at KeysEnergy.com.

TEMPORARY DISCONNECT

Electric service can be temporarily turned off upon the customer’s request. The Service Fee is applicable for the temporary disconnection and reconnection 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 NON-PAYMENT/RETURNED PAYMENT

In the event that electrical service is disconnected for non-payment or due to a returned check/electronic payment or credit card chargeback, reinstatement of service will be made only upon payment of all indebtedness due to KEYS for electrical service. Applicable charges as set forth in the Miscellaneous Charges Tariff will be assessed to the account and payment may be required prior to reinstatement of electrical service.

Upon request for residential customers only, a one-time waiver can be made to reverse the normal hours disconnection/reconnection charges. This waiver is only applicable for one location regardless of how many accounts said customer has.

CHECK PAYMENTS

KEYS will only accept check payments which are drawn on banks of the United States and only in United States funds.

RETURNED ITEMS

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 returned payment 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. Returned payment charges are specified in the Miscellaneous Charges Tariff. Only a payment, in the form of cash, cashier's check, credit/debit card or money order will be accepted to cover the cost of the returned check and the returned payment charge. Once the utility has received three (3) returned items on any account, that account will be "flagged" and future payment must be paid in cash, cashier's check, credit/debit card or money order 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 the utility.

CREDIT/DEBIT CARD PAYMENTS

Any credit/debit card chargeback to KEYS will be subject to a returned payment charge as specified in the Miscellaneous Charges Tariff. Only a payment in the form of cash, cashier's check or money order will be accepted to cover the cost of the credit/debit card chargeback and returned payment charge. The electrical service shall be subject to immediate discontinuance. All credit/debit card payments are subject to a transaction fee.

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. To receive the discount, it is necessary to complete the "Application for Senior Citizen's/Disabled American Veterans Discount." Copies of this agreement may be obtained in person or by visiting our website at KeysEnergy.com.

TAXES

All KEYS customers shall be liable for all applicable sales tax, whether or not collected by KEYS at the instance of a sale.

METERING, BILLING AND ACCESSIBILITY TO NON-KEYS FACILITIES

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. Meters must be accessible at all times. The customer agrees to allow access to meters for the purpose of reading, inspection and change out anytime KEYS deems necessary without restriction.

NON-ACCESSIBLE FACILITIES

KEYS has undertaken a project to ensure compliance with Florida Public Service Commission rules relating to storm hardening. As a result of this project, customers may be required to relocate meter centers and risers that do not comply with new location requirements. The customer may be allowed to remain in the existing location of the meter center until such time as an upgrade or any change in the customers electrical facilities are required that necessitate disconnection of the service at the riser. Meter centers and service risers may have to be moved from the back (rear) of the homes to the side or front of the property to be serviced from new power lines. KEYS will be placing electric distribution facilities adjacent to a public road and in

front of the customer's premises. The relocation of meter centers must be completed in a timely manner as determined by KEYS. Failure to relocate the meter center may result in an interruption of service until the meter center comes into compliance.

METER TAMPERING

No person shall in any way use, take, or divert electric energy, unless such persons has contracted and made payments 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 a meter tampering charge as outlined in the Miscellaneous Charges Tariff, 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 ensure the safety of KEYS' meter service personnel. Any storage of flammable materials is strictly prohibited. Meter rooms that are deemed as not being safe as a result of these inspections must be brought into compliance. Failure to correct any safety violations may result in a service interruption until the safety violation is corrected. KEYS may inspect meter rooms periodically to ensure that these meter rooms are being maintained in a safe condition.

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 KEYS. 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.

MULTIPLE OCCUPANCY BUILDING METER IDENTIFICATION

For any installation requiring more than one meter, the meter enclosures must be permanently marked or identified as to the customers served. It is the sole responsibility of the owner, Agent, and/or the tenant to ensure that the meter center identification is present at all times and that the meter center identification is correct. Should the meter center identification be missing or incorrect causing an error in billing, KEYS will have no responsibility in resolving the billing correction. As of February 1, 2017, for any new meter installations or electrical service upgrades to multiple occupancy dwellings or commercial facilities, the unit identification markings shall be permanent and durable non-ferrous metal or poly-plastic nameplates, riveted or permanently affixed using another method pre-approved by KEYS to the meter base with engraved or stamped

lettering. The use of peel and stick labels, paint or marking pens to label is not acceptable. Meter socket or enclosure covers are not approved as an acceptable location for permanent identification. Proper labeling will be required and inspected by KEYS prior to final service connection. Exceptions may be made for emergency or unplanned service upgrades on a temporary basis if approved by KEYS in advance. Proper labeling will be required as outlined above and must be installed within a reasonable timeframe designated by KEYS in order to avoid being subject to disconnection. The property owner or their Agent will provide KEYS in writing, the physical address as assigned by the appropriate Governmental agency and the meter center identification specifying the units/apartments served by the meter center before KEYS will install any meters. It is the sole responsibility of the owner, Agent, and/or the tenant to ensure that the meter center identification is present at all times and that the meter center identification is correct. Should the meter center identification be missing or incorrect causing an error in billing, KEYS will have no responsibility in resolving the billing correction.

PADMOUNT TRANSFORMERS SECONDARY SERVICES IDENTIFICATION

All secondary underground services will be marked with a permanent identification indicating what the service conductors are providing power to. In the event appropriate labeling is not in place, KEYS reserves the right to charge the customer additional field visit charges as set forth under the Miscellaneous Charges Tariff if KEYS crews have to make multiple trips to the site to verify the proper identification of the secondary service conductors have been made.

MASTER METERING

KEYS will not install or maintain any distribution on a customer's premise that shall be metered beyond a master meter as provided by KEYS, except as provided by special contract. Customers who are master metered are prohibited from sub metering or billing customers to profit from the resale of energy. Under no circumstances will commercial or industrial customers be sub metered from a master meter (e.g. condominium association billing commercial customers). Individual electric metering by the utility shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, mobile home and recreational vehicle parks for which construction is commenced after January 1, 2012.

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 in the Miscellaneous Charges Tariff.

METER ENCLOSURES

KEYS has adopted a standard for the installation of residential and commercial meter enclosures. Approval must be obtained prior to the installation of a meter enclosure. KEYS reserves the right to reject any meter enclosure that does not conform with our meters.

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 PAST DUE BILLS

Regular bills for electric service are rendered monthly. It is the responsibility of the customer to ascertain their monthly bill whether or not KEYS' regular mailed monthly bill has been received. Bills are due when rendered and become past due if not paid by the date specified on the bill stated as "Due Date". An account with a past due balance can be disconnected five (5) days after written notice. If not paid by the time that it becomes past due, then an additional charge equal to five percent (5%) of the balance of such bill shall be added thereto. Partial payment of past due bills shall not be construed to satisfy the current obligation of the account. A past due bill must be paid in full to avoid being subject to disconnection. Any legal fees incurred by KEYS, associated with the collection of past due bills, will be the responsibility of the customer. Non-receipt of the billing or past due notice shall not release or diminish the obligation of the customer with respect to payment thereof on time.

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 reconnect the service until all past due electric bills or other charges have been paid. The applicable charges are set forth in the Miscellaneous Charges Tariff.

BUDGET BILLING

A budget billing program has been established for residential customers. Residential customers who wish to participate in the budget billing program must complete the "Budget Billing Agreement." A Copy may be obtained in person or by visiting our website at KeysEnergy.com. Enrollment in the program is subject to KEYS approval.

ELECTRONIC DEBIT

An electronic debit program has been established to allow customers to pay electric bills by authorizing KEYS to debit bank accounts or credit/debit cards 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 KEYS regarding electronic debit for bill payment and must complete the "Electronic Debit Program Authorization" form. A Copy may be obtained in person or by visiting our website at KeysEnergy.com. Enrollment in the program is subject to KEYS approval.

GENERAL POLICIES

CUSTOMER METHOD OF CONTACT

Once service is requested by a customer of KEYS, all utility customers regardless if they are a primary, secondary or beneficiary of service, will be consenting to and authorizing KEYS, its Authorized Agents and assignees, for the purpose of servicing their account or to collect any amounts owed, to be contacted by telephone, text message, email or via the internet at any

telephone number, email address or website associated with their account, whether obtained from the account holder or from third parties, including wireless telephone numbers which could result in charges to them. Methods of contact may include using pre-recorded/artificial voice messages, use of an automatic dialing device, text messages, emails, and communications via internet sites and/or social and business networking websites, as applicable.

CALL RECORDING

KEYS may record all inbound and outbound calls.

ACCESS TO KEYS FACILITIES LOCATED ON CUSTOMER'S PROPERTY

Any authorized agent of KEYS is hereby given access, at all times, to the meter center, or other apparatus owned by KEYS, 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 KEYS. 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. If access is restricted or not granted, the electrical service may be interrupted until such access is granted. A service fee may apply as set forth under the Miscellaneous Charges Tariff.

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 (e.g. 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 KEYS.

CUSTOMER OWNED POLES

Customers who elect to install privately owned poles on their property must meet the following requirements: When the electrical service line crosses private property with vehicle access the pole must be maintained so as to have 20 feet of height clearance above grade. If the electrical service line crosses a public access road a 30 foot height clearance must be maintained.

Customers must inspect and maintain utility poles that are customer owned. The customer agrees to replace any pole on their property when notified by KEYS of any hazardous condition. As it relates to the safety of the pole and surrounding electrical lines. KEYS does not maintain customer owned poles.

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 any customer's equipment due to poor quality or 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 utility 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.

KEYS 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 KEYS 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.

ATTORNEYS' FEES

In the event that litigation is required, if judgement is rendered in favor of KEYS, the Customer shall be liable to pay reasonable attorneys' fees, as well as all court costs incurred by KEYS arising from the suit.

KEYS PROPERTY

Only KEYS personnel are authorized to access 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

KEYS no longer offers Residential or Commercial Area Lighting on private property. Upon termination of the electrical service account, all existing Area Lighting will be removed from the customer's premises, as this service is no longer offered. Customers with existing area lights agree to maintain accessibility for KEYS work crews for the area light pole and light for maintenance purposes. Customers are responsible to notify KEYS of any area light that is not operating correctly. KEYS will be held harmless for any incidents which may result from any area light which may not be operating correctly. KEYS reserves the right to alter or remove any light that has been rendered inaccessible or a nuisance.

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. Unless otherwise approved, KEYS will allow one Service Drop per customer location. All customers should take measures to ensure that annual inspections and maintenance is provided for all electrical equipment, circuit panels, meter centers, and circuits on an annual basis. Special attention should be given to prevent the intrusion of water into conductors and disconnect panels. KEYS does not own or maintain underground secondary services. The delineation point of a customer's ownership of the secondary underground service is at the attachment point (connection point of the transformer). The customer or his designated licensed electrical contractor must ensure that all secondary underground service lines are properly marked with a permanent identification indicating what the service conductors are

providing power to. In the event appropriate labeling is not in place, KEYS reserves the right to charge the customer additional field visit charges as set forth under the Miscellaneous Charges Tariff if KEYS crews have to make multiple trips to the site.

TREES IN POWER LINES

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. It is the continuing responsibility of the customer to maintain the clear path once the electric facilities are installed.

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 six 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.

The Customer hereby grants an easement and a license to KEYS through and across the premises for which electric service is being supplied for the purpose of constructing and maintaining the necessary electric lines, equipment and appurtenances to furnish the service required on said premises to the extent that it is necessary and convenient for KEYS to enter upon said premises for said purposes. Said easement and license shall grant to KEYS the right to trim trees, shrubbery and structures which, in the opinion of KEYS, may pose a potential hazard, or may interfere with KEYS' electric lines or may in any manner interfere with electrical service or reliability or delivery of electrical service which would result in the loss of power and deprive the community at large from receiving power. Said grant of permission, license and easement shall include all electric facilities of KEYS that are already in place for service to the premises and/or adjacent premises at the time that Applicant applies for service from KEYS or acquires title to the premises to be served. Customer acknowledges that KEYS has a vegetation management program to "ensure" system reliability. KEYS will seek customers' permission to trim trees outside the ROW and on private property and in some cases to remove trees, shrubbery and structures when tree trimming cannot truly ensure that branches will never intersect power lines. KEYS reserves the right to charge customer all associated costs of tree trimming or tree, shrubbery or structure removal. Customer shall not withhold permission when such requests are reasonable and alternative solutions have been explored but ruled out.

KEYS urges all customers to consider planting the right tree in the right place - visit our website at KeysEnergy.com for helpful guidelines.

OBSTRUCTIONS

No signs, posters, or advertisements are to be placed on or attached to any electrical pole.

CO-GENERATION AND SMALL POWER PRODUCTION

Non Renewable Generating Facilities:

KEYS has adopted rules of compliance with the Federal Energy Regulatory Commission, rules and regulations regarding Co-generation and Small Power Production. This information may be obtained, upon request, from the Customer Services Department.

NET METERING OF RENEWABLE GENERATING SYSTEMS

Renewable Generating Systems:

Interconnection of renewable generating systems (RGSs) is permitted on a first come, first served basis until the time that the total generating capacity of interconnected RGSs, equals or exceeds 2.5% of the KEYS aggregate customer peak demand.

To Interconnect an RGS, the following conditions must be met:

1. Retail service from KEYS must be provided under an otherwise applicable rate schedule at the premises on which the RGS is to be located.
2. The RGS must have a generating capacity that does not exceed **2 Megawatts**, located on the net metering Customer's premises and be primarily intended to offset part or all of net metering Customer's own electric requirements.
3. The RGS Owner must provide KEYS with an executed Standard Interconnection Agreement for Renewable Generation Systems, and be in compliance with the terms, conditions and interconnection standards therein, including without limitation, the payment of any fees and
4. The RGS Owner must provide KEYS with an executed Tri-Party Net Metering Power Purchase Agreement among KEYS, FMPA and the RGS Owner for the purchase of the energy output from the RGS.

Excess Renewable Energy Credits

Each billing cycle, the net metering Customer shall be credited for the total amount of excess electricity generated by the RGS that is delivered to KEYS electric system during the previous billing cycle. The credit shall be determined in accordance with the schedule NM1 tariff.

RGS Owner/Customer Interconnection Provisions

In addition to the terms and conditions of this Policy Manual and the Standard Interconnection Agreement for Renewable Generating Systems, the following terms and conditions shall apply:

Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, net metering Customers shall provide Utility access to the premises on which a RGS is located for any purpose in connection with the performance of the obligations required by the Standard Interconnection Agreement or, if necessary, to meet Utility's legal obligation to provide service to its customers.

Net metering Customers shall not energize a RGS system when Utility's system is de-energized. Net metering Customers shall cease to energize a RGS system during a faulted condition on the Utility system and/or upon any notice from Utility that the de-energizing of RGS equipment is necessary. Net metering Customers shall cease to energize the Utility system prior to automatic or non-automatic reclosing of Utility's protective devices.

Utility, at its sole and absolute discretion, may isolate any RGS system from the distribution grid by whatever means necessary, without prior notice to a net metering Customer. To the extent

practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Utility shall have no obligation to compensate the RGS Owner or net metering Customer for any loss of energy during any and all periods when RGS is operating at reduced capacity or is disconnected from Utility's electrical distribution system. Typical conditions which may require the disconnection of a RGS system include, but are not limited to, the following:

(i) Utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric Utility practice.

(ii) When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any Utility equipment, any part of Utility's electrical distribution system or RGS system.

(iii) Hazardous conditions existing on Utility's system due to the operation of a RGS system or protective equipment as determined by Utility.

(iv) Adverse electrical affects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by a RGS system as determined by Utility.

(v) When a RGS owner or net metering customer is in breach of any of its obligations under the Interconnection Agreement or any other applicable policies and procedures of Utility.

(vi) When the net metering Customer fails to make any payments due to Utility by the due date thereof.

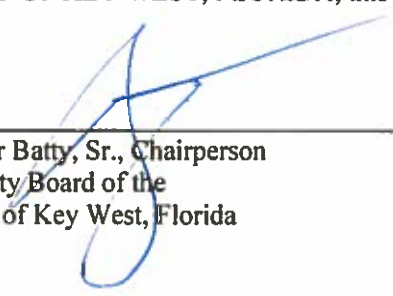
FAULTY CUSTOMER EQUIPMENT

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 10th day of May 2017.



Peter Batty, Sr., Chairperson
Utility Board of the
City of Key West, Florida



Lynne E. Tejada
General Manager/CEO - Secretary
Utility Board of the
City of Key West, Florida