



**CITY OF
MOUNT
DORA**

PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Electric Utility Department
352-735-7151
Fax: 352-735-1539

Environmental & Public Works
352-735-7151
Fax: 352-735-1539

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Utilities and Plant Operations
352-735-7151
Fax: 352-735-1539

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmounddora.com

Filed Electronically on FPSC Website

September 10, 2019

Mr. Tripp Coston
Economic Supervisor – Rates
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 323399-0850

RE: Revised Electric Documentation for the City of Mount Dora

Dear Mr. Coston:

The City of Mount Dora (“City”) hereby submits revised Electric Documentation that incorporates the following changes:

1. An across-the-board increase of 2.36% to electric rates. Per City Ordinance, in years in which an electric rate study is not performed, electric rates are increased by the most recently available Annual Price Index compiled by the Florida Public Service Commission (“FPSC”). For 2019, the Annual Price Index of 2.36% was utilized for the across-the-board increase to all electric rates. Rate structures were not changed.
2. The addition of a new street lighting rate for an 80 Watt LED Cobra fixture. The City has a program to upgrade its older High Pressure Sodium (“HPS”) street light fixtures with LED fixtures. The new rate is applicable to the replacement LED fixtures. There will be considerable cost-savings and improved efficiency since the LED fixture only requires 80 watts compared to 150 watts for the HPS fixture.
3. An update to the Net Metering rate schedule and the two Standard Interconnection Agreements for Customer Owned Renewable Generation to increase the maximum amount Net Metering service that is allowed. The current maximum threshold is 2.5% of the aggregate customer peak demand of the City’s electric system. The update increases the maximum threshold to 5.0%, which will enable additional solar PV systems to be installed.



CITY OF
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D O R A

PUBLIC WORKS AND UTILITIES

The following tariff sheets of the City's Electric Documentation are being revised:

- Twelfth Revised Sheet No. 5.1 – *Residential Service*
- Twelfth Revised Sheet No. 6.0 – *General Service – Non Demand*
- Twelfth Revised Sheet No. 7.0 – *General Service – Demand*
- Twelfth Revised Sheet No. 8.1 – *Public Street and Highway Lighting*
- Third Revised Sheet No. 9.1 – *Private Area Lighting*
- Second Revised Sheet No. 9.502 – *Net Metering Service*
- First Revised Sheet No. 15.007 – *Tier 1- Standard Interconnection Agreement Customer-Owned Renewable Generation System*
- First Revised Sheet No. 15.507 – *Tier 2- Standard Interconnection Agreement Customer-Owned Renewable Generation System*

In addition, attached to this letter are the following documents for the filing package:

- *Attachment A* – FPSC 2019 Annual Price Index
- *Attachment B* – Revised Rate Tariff Sheets – Final Copies
- *Attachment C* – Revised Rate Tariff Sheets – Legislative Copies
- *Attachment D* – Executed Copy of City Council Resolution No. 2019-130 adopting the rate adjustments and the Power Cost Charge that will become effective on October 1, 2019.

Give me a call if you have any questions.

Very truly yours,

Steven G. Langley
Electric Utility Director

Phone: (352) 735-7155, x1815
Email: langleys@cityofmountdora.com

ATTACHMENT A

FPSC 2019 Annual Price Index

- a) Pass-through items pursuant to Section 367.081(4)(b), F.S.;
- b) Any amortization of rate case expense; and
- c) Disallowances or adjustments made in an applicant's most recent rate proceeding.

Please note that all sludge removal expense should now be removed from operation and maintenance expenses for the purpose of indexing. Incremental increases in this category of expense may now be recovered using a pass-through request.

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Regulated Water & Wastewater Utilities
Page 2
Month Day, 2019

Upon the filing of a request for an index and/or pass-through increase, staff will review the application and modify existing rates accordingly. If for no other reason than to keep up with escalating costs, utilities throughout Florida should file for this rate relief on an annual basis. Utilities may apply for a 2019 Price Index anytime between April 1, 2019, through March 31, 2020. The attached package will answer questions regarding what the index and pass-through rate adjustments are, how to apply for an adjustment, and what needs to be filed in order to meet the filing requirements. While this increase for any given year may be minor, (see chart below), the long-run effect of keeping current with rising costs can be substantial.

Year	Annual Commission Approved Index	Year	Annual Commission Approved Index
1994	2.56%	2007	3.09%
1995	1.95%	2008	2.39%
1996	2.49%	2009	2.55%
1997	2.13%	2010	0.56%
1998	2.10%	2011	1.18%
1999	1.21%	2012	2.41%
2000	1.36%	2013	1.63%
2001	2.50%	2014	1.41%
2002	2.33%	2015	1.57%
2003	1.31%	2016	1.29%
2004	1.60%	2017	1.51%
2005	2.17%	2018	1.76%
2006	2.74%	2019	2.36%

Please be aware that pursuant to Section 837.06, F.S., whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree.

Our staff is available at (850) 413-6900 should you need assistance with your filing. If you have any questions, please do not hesitate to call.

Sincerely,

ATTACHMENT B

Revised Rate Tariff Sheets – Final Copies

(Continued from Sheet No. 5.0)

MONTHLY RATE:

Customer Charge:

Single Phase or Three Phase Service.....\$ 10.17

Energy Charge:

All kWh per month @.....\$ 0.04581

POWER COST CHARGE:

Service under this rate schedule will include the Power Cost Charge (PCC) calculated in accordance with the formula specified in the City of Mount Dora’s Power Cost Charge which is a part of the “Monthly Rate” of this rate schedule.

MINIMUM CHARGE:

The monthly minimum charge shall be the “Customer Charge”.

TAX ADJUSTMENT:

The amount computed at the above monthly rate, including the Power Cost Charge, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority; these charges being assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

CONTINUITY OF SERVICE

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its reasonable control or through the ordinary negligence of its employees, servants or agents, nor shall the City be liable for any direct or indirect consequences of interruptions or curtailments made in accordance with the rate schedules for interruptible, curtailable and load management service. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference from federal, state, or other local governmental authorities, acts of God, or other causes, whether similar or dissimilar in nature, beyond its reasonable control.

(Continued on Sheet No. 5.2)

RATE SCHEDULE GS
GENERAL SERVICE - NON DEMAND ELECTRIC SERVICE

The City of Mount Dora shall charge and collect for general service non demand electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost charge, tax adjustment, and continuity of service.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 50 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the City of Mount Dora’s available standard voltages. At the option of the City of Mount Dora, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:

Single Phase Service.....\$ 10.17

Three Phase Service.....\$ 22.90

Energy Charge:

All kWh per month @.....\$ 0.04581

(Continued on Sheet No. 6.1)

RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND ELECTRIC SERVICE

The City of Mount Dora shall charge and collect for general service demand electric service on the following bases of availability, application, character of service, monthly rate, power cost charge, primary service discount, minimum charge, power factor adjustment, tax adjustment, and continuity of service.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 51 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 51 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the City of Mount Dora’s available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge..... \$ 22.90

Demand Charge:

All kW of billing demand per month @ \$ 5.58

Energy Charge:

All kWh per month @ \$ 0.00637

(Continued on Sheet No. 7.1)

(Continued from Sheet No. 8.0)

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the City of Mount Dora, are easily and economically accessible to the City of Mount Dora's equipment and personnel for construction and maintenance. The City of Mount Dora, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment, or for system protection.

MONTHLY RATE:

<u>Light Fixture Type</u>	<u>Average Monthly kWh Usage</u>	<u>Rate Per Month</u>
175 Watt MV Cobra*	71	\$ 11.03
100 Watt HPS Acorn	42	\$ 11.48
150 Watt HPS Cobra	65	\$ 9.53
100 Watt MH Acorn	42	\$ 12.25
400 Watt HPS Shoebox	168	\$ 18.62
400 Watt HPS Cobra – Highway	168	\$ 21.73
400 Watt MH Shoebox – FBC/FBF	159	\$ 19.72
26 Watt FL Acorn	9	\$ 11.67
40 Watt FL Acorn	14	\$ 11.67
40 Watt LED Acorn – Corncob	14	\$ 8.95
55 Watt LED Acorn – Retrofit	19	\$ 10.44
66 Watt LED Acorn – Sternberg	23	\$ 18.02
80 Watt LED Cobra – Street	29	\$ 8.77
110 Watt LED Cobra – Street	39	\$ 10.51

* Closed service schedule; available only to existing customers at existing locations as of October 1, 1990.

(Continued on Sheet No. 8.2)

(Continued from Sheet No. 9.0)

MONTHLY RATE:

<u>Light Fixture Type</u>	<u>Average Monthly kWh Usage</u>	<u>Rate Per Month</u>
100 Watt HPS Dusk to Dawn	42	\$ 11.19
57 Watt LED Dusk to Dawn	20	\$ 9.42

POWER COST CHARGE:

Service under this rate schedule will include the Power Cost Charge (PCC) calculated in accordance with the formula specified in the City of Mount Dora’s Power Cost Charge which is a part of the “Monthly Rate” of this schedule.

TAX ADJUSTMENT:

The amount computed at the above monthly rate, including the Power Cost Charge, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority, these charges being assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

CONTINUITY OF SERVICE

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its reasonable control or through the ordinary negligence of its employees, servants or agents, nor shall the City be liable for any direct or indirect consequences of interruptions or curtailments made in accordance with the rate schedules for interruptible, curtailable and load management service. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference from federal, state, or other local governmental authorities, acts of God, or other causes, whether similar or dissimilar in nature, beyond its reasonable control.

- A. Priority of Curtailment: In an emergency, the City may interrupt, curtail or suspend electric service to all or some of its customers; provided the City is acting in good faith and exercising reasonable care and diligence, the selection by the City of the customers to be interrupted, curtailed or suspended shall be conclusive on all parties concerned and the City shall not be held liable with respect to any interruption, curtailment or suspension.

(Continued on Sheet No. 9.2)

(Continued from Sheet No. 9.501)

4. Regardless of whether any excess energy is delivered to the City of Mount Dora's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
5. Customer acknowledges that its provision of electricity to the City of Mount Dora hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Mount Dora pursuant to this Schedule, from all participating the City of Mount Dora customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City of Mount Dora's electric system for the previous year.

FEES:

The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

- Tier 1 – None
- Tier 2 – \$240

(Continued from Sheet No. 15.006)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system.

(Continued on Sheet No. 15.008)

(Continued for Sheet No. 15.506)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

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30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system for the previous year.

(Continued on Sheet No. 15.508)

ATTACHMENT C

Revised Rate Tariff Sheets – Legislative Copies

(Continued from Sheet No. 5.0)

MONTHLY RATE:

Customer Charge:

Single Phase or Three Phase Service.....\$ ~~9.94~~10.17

Energy Charge:

All kWh per month @.....\$ ~~0.044750~~0.04581

POWER COST CHARGE:

Service under this rate schedule will include the Power Cost Charge (PCC) calculated in accordance with the formula specified in the City of Mount Dora’s Power Cost Charge which is a part of the “Monthly Rate” of this rate schedule.

MINIMUM CHARGE:

The monthly minimum charge shall be the “Customer Charge”.

TAX ADJUSTMENT:

The amount computed at the above monthly rate, including the Power Cost Charge, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority; these charges being assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

CONTINUITY OF SERVICE

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its reasonable control or through the ordinary negligence of its employees, servants or agents, nor shall the City be liable for any direct or indirect consequences of interruptions or curtailments made in accordance with the rate schedules for interruptible, curtailable and load management service. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference from federal, state, or other local governmental authorities, acts of God, or other causes, whether similar or dissimilar in nature, beyond its reasonable control.

(Continued on Sheet No. 5.2)

RATE SCHEDULE GS
GENERAL SERVICE - NON DEMAND ELECTRIC SERVICE

The City of Mount Dora shall charge and collect for general service non demand electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost charge, tax adjustment, and continuity of service.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 50 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the City of Mount Dora’s available standard voltages. At the option of the City of Mount Dora, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:

Single Phase Service.....\$ ~~9.94~~10.17

Three Phase Service.....\$ ~~22.37~~22.90

Energy Charge:

All kWh per month @.....\$ ~~0.044750~~0.04581

(Continued on Sheet No. 6.1)

RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND ELECTRIC SERVICE

The City of Mount Dora shall charge and collect for general service demand electric service on the following bases of availability, application, character of service, monthly rate, power cost charge, primary service discount, minimum charge, power factor adjustment, tax adjustment, and continuity of service.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 51 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 51 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the City of Mount Dora’s available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge..... \$ ~~22.37~~22.90

Demand Charge:

All kW of billing demand per month @ \$ ~~5.455~~5.58

Energy Charge:

All kWh per month @ \$ ~~0.006220~~0.00637

(Continued on Sheet No. 7.1)

(Continued from Sheet No. 8.0)

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the City of Mount Dora, are easily and economically accessible to the City of Mount Dora's equipment and personnel for construction and maintenance. The City of Mount Dora, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment, or for system protection.

MONTHLY RATE:

<u>Light Fixture Type</u>	<u>Average Monthly kWh Usage</u>	<u>Rate Per Month</u>
175 Watt MV Cobra*	71	\$ 10.78 <u>11.03</u>
100 Watt HPS Acorn	42	\$ 11.22 <u>11.48</u>
150 Watt HPS Cobra	65	\$ 9.31 <u>9.53</u>
100 Watt MH Acorn	42	\$ 11.97 <u>12.25</u>
400 Watt HPS Shoebox	168	\$ 18.19 <u>18.62</u>
400 Watt HPS Cobra – Highway	168	\$ 21.23 <u>21.73</u>
400 Watt MH Shoebox – FBC/FBF	159	\$ 19.27 <u>19.72</u>
26 Watt FL Acorn	9	\$ 11.40 <u>11.67</u>
40 Watt FL Acorn	14	\$ 11.40 <u>11.67</u>
40 Watt LED Acorn – Corncob	14	\$ 8.74 <u>8.95</u>
55 Watt LED Acorn – Retrofit	19	\$ 10.20 <u>10.44</u>
66 Watt LED Acorn – Sternberg	23	\$ 17.60 <u>18.02</u>
80 Watt LED Cobra – Street	29	\$ 8.77
110 Watt LED Cobra – Street	39	\$ 10.27 <u>10.51</u>

* Closed service schedule; available only to existing customers at existing locations as of October 1, 1990.

(Continued on Sheet No. 8.2)

(Continued from Sheet No. 9.0)

MONTHLY RATE:

<u>Light Fixture Type</u>	<u>Average Monthly kWh Usage</u>	<u>Rate Per Month</u>
100 Watt HPS Dusk to Dawn	42	\$ 10.93 <u>11.19</u>
57 Watt LED Dusk to Dawn	20	\$ 9.20 <u>9.42</u>

POWER COST CHARGE:

Service under this rate schedule will include the Power Cost Charge (PCC) calculated in accordance with the formula specified in the City of Mount Dora’s Power Cost Charge which is a part of the “Monthly Rate” of this schedule.

TAX ADJUSTMENT:

The amount computed at the above monthly rate, including the Power Cost Charge, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority, these charges being assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

CONTINUITY OF SERVICE

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its reasonable control or through the ordinary negligence of its employees, servants or agents, nor shall the City be liable for any direct or indirect consequences of interruptions or curtailments made in accordance with the rate schedules for interruptible, curtailable and load management service. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference from federal, state, or other local governmental authorities, acts of God, or other causes, whether similar or dissimilar in nature, beyond its reasonable control.

- A. Priority of Curtailment: In an emergency, the City may interrupt, curtail or suspend electric service to all or some of its customers; provided the City is acting in good faith and exercising reasonable care and diligence, the selection by the City of the customers to be interrupted, curtailed or suspended shall be conclusive on all parties concerned and the City shall not be held liable with respect to any interruption, curtailment or suspension.

(Continued on Sheet No. 9.2)

(Continued from Sheet No. 9.501)

4. Regardless of whether any excess energy is delivered to the City of Mount Dora's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
5. Customer acknowledges that its provision of electricity to the City of Mount Dora hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Mount Dora pursuant to this Schedule, from all participating the City of Mount Dora customers, exceeds ~~2.55.0~~ percent (%) of the aggregate customer peak demand on the City of Mount Dora's electric system for the previous year.

FEES:

The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

- Tier 1 – None
- Tier 2 – \$240

(Continued from Sheet No. 15.006)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.55.0 percent (%) of the aggregate customer peak demand on the City's electric system.

(Continued on Sheet No. 15.008)

(Continued for Sheet No. 15.506)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds ~~2.55.0~~ percent (%) of the aggregate customer peak demand on the City's electric system for the previous year.

(Continued on Sheet No. 15.508)

ATTACHMENT D

Executed Copy of Resolution No. 2019-130

RESOLUTION NO. 2019-130

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ADJUSTMENTS TO THE ELECTRIC UTILITY POWER COST CHARGE AND BASE RATES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ELECTRIC UTILITY COST AND RATE ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mount Dora owns an electric utility for the benefit of the citizens and business operators in the City of Mount Dora; and

WHEREAS, City of Mount Dora Code of Ordinances, Chapter 86, Section 86.320 provides that during a year in which no rate study is performed, the City shall increase the base rates for its electric utility by the most recent available Annual Price Index compiled by the Florida Public Service Commission; and

WHEREAS, due to a decrease in power cost, the City has determined that it is appropriate to adjust the Power Cost Charge accordingly; and

WHEREAS, the City of Mount Dora has determined that it is prudent and in the public interest to adjust the electric base rate and Power Cost Charge as of October 1, 2019, in order to continue collecting sufficient revenues to pay for operating costs, wholesale power costs and capital improvements related to the City's electric utility.

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

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

SECTION 2. Approval of Cost and Rate Adjustments. The following electric utility adjustments are hereby adopted effective October 1, 2019:

- A. The Power Cost Charge shall be decreased from \$0.06200 per kWh to \$0.05865 per kWh.

- B. The base rates shall be increased as set forth in **Exhibit A** attached hereto, pursuant to the most recent available Annual Price Index compiled by the Florida Public Service Commission.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the electric utility base rate and Power Cost Charge as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

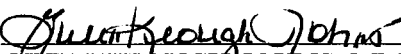
SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of September, 2019.



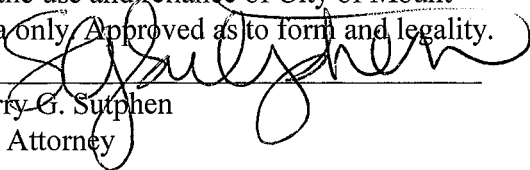
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount
Dora only. Approved as to form and legality.



Sherry G. Sutphen
City Attorney

Exhibit A
Electric Utility Base Rates Adjustment

Resolution No. 2019-130
Page 3 of 3

CITY OF MOUNT DORA, FLORIDA

Summary of Electric Rate Adjustments Effective 10/1/19

No.	Description	Units	Existing Rates Effective 4/1/19	Proposed Rates Effective 10/1/19
Residential Service				
1	Customer Charge - Single Phase or Three Phase	\$/Month	9.94	10.17
2	Energy Charge	\$/kWh	0.04475	0.04581
General Service - Non-Demand				
Customer Charge				
3	Single Phase	\$/Month	9.94	10.17
4	Three Phase	\$/Month	22.37	22.90
5	Energy Charge	\$/kWh	0.04475	0.04581
General Service - Demand				
6	Customer Charge	\$/Month	22.37	22.90
7	Demand Charge	\$/kW-Mo	5.45	5.58
8	Energy Charge	\$/kWh	0.00622	0.00637
Public Street & Highway Lighting Service				
9	175 Watt MV Cobra	\$/Month	10.78	11.03
10	100 Watt HPS Acorn	\$/Month	11.22	11.48
11	150 Watt HPS Cobra	\$/Month	9.31	9.53
12	100 Watt MH Acorn	\$/Month	11.97	12.25
13	400 Watt HPS Shoebox	\$/Month	18.19	18.62
14	400 Watt HPS Cobra - Highway	\$/Month	21.23	21.73
15	400 Watt MH Shoebox - FBC/FBF	\$/Month	19.27	19.72
16	26 Watt FL Acorn	\$/Month	11.40	11.67
17	40 Watt FL Acorn	\$/Month	11.40	11.67
18	40 Watt LED Acorn - Corncob	\$/Month	8.74	8.95
19	55 Watt LED Acorn - Retrofit	\$/Month	10.20	10.44
20	66 Watt LED Acorn - Sternberg	\$/Month	17.60	18.02
21	110 Watt LED Cobra - Street	\$/Month	10.27	10.51
22	80 Watt LED Cobra - Street	\$/Month	8.57	8.77
Private Area Lighting Service				
23	100 Watt HPS Dusk to Dawn	\$/Month	10.93	11.19
24	57 Watt LED Dusk to Dawn	\$/Month	9.20	9.42
Power Cost				
25	Power Cost Charge (PCC) ⁽¹⁾	\$/kWh	0.06200	0.05865

(1) October 2019 PCC based on most recent fuel cost projections from Duke Energy