

**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 (KEYS) 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:** The sum of the watt ratings of all electrical apparatus comprising the consumer's facility.

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

**CUSTOMER OF RECORD:** "Customer of Record" as used herein, means Customer, consumer, party, firm, business entity or association, who/which is the KEYS authorized account holder and legally responsible party.

**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.

**OWNER:** The person, firm, corporation, business entity, 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. "Owner" includes all parties which have a legally recognizable interest in the premises.

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

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

**POINT OF CONNECTION:** The point where the Customer's wires or equipment connect with those of KEYS, as solely 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 connection to the Customer's property.

**SERVICE LOCATION:** The specific physical location where the point of connection is located. This location is designated by KEYS.

**VOLTS, VOLTAGE:** Unit of electrical potential.

**VOLT-AMPERE, VOLT-AMP (VA):** Also known as apparent power and is used to simplify power ratings making it easier to calculate the current draw to rate electrical components.

**WATT (W):** Also known as real power, it is the power that performs work or generates heat. A watt is equal to a Volt-Amp (VA) X Power Factor.

## HOURS OF OPERATION

Keys Energy Service's office hours are as follows:  
(Subject to change without notification)

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 (This does not include instrument meters or new meter installations)

For same day service (Road closures may adversely impact our published schedule):

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 at the meter 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 279038  
Miramar, FL 33027  
(Subject to change without notification)

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

Website Address: [KeysEnergy.com](http://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 connection shall constitute the rendering of service, whether or not actually used by the Customer.

All facilities, equipment, maintenance, and responsibilities past the point of connection 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 any facilities in such a way as to cause the Customer or KEYS facilities to fail to comply with all applicable electrical codes and KEYS policies. Such alterations, if not corrected within the reasonable time directed by KEYS, will constitute cause for termination of service to such Customer until compliance is achieved. The most common alterations affecting compliance are:

1. Enclosing the meter in such manner as to make it difficult for KEYS' employees to have ready 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.
4. Receiving power from a non-accessible facility

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. Any questions concerning NESC or PSC requirements should be directed to the Customer Services Department. Questions relating to the NEC should be directed to the applicable 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 SCHEDULES**

KEYS will classify service for purposes of identifying the appropriate rate application that best describes the Customer's electric service requirements. See KEYS' Electric Services Rate Tariffs for rate schedule descriptions.

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 but not limited to payment of any applicable charges, KEYS will supply electric service to any Customer within the City of Key West and Lower Keys up to the north easternmost end of the Seven Mile Bridge, 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 System (CBRS) location, will require an additional deposit for purposes of financing repair or reconstruction in the event of damage. 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 CBRS designation federal funding for repairs after a hurricane or other natural disaster 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 the then-current "Standard Electric Extension Agreement" and pay the applicable Line Extension Charge as determined solely by KEYS. If KEYS does not have a recorded easement on file, a legally sufficient easement as reasonably determined by KEYS must be executed by the property owner. The easement will be provided by KEYS and must be executed by the property owner before two subscribing witnesses, notarized and recorded in the public records of Monroe County, FL at the property owner's expense. Receipt by KEYS of an original recording receipt is a condition precedent to the provision of electric service to a parcel serviced by the Line Extension. The applicable Line Extension Charge is set forth on the Miscellaneous Fees Tariff. If such "line extension" request is non-standard including but not limited to extensions which are over water, under water or in a Coastal Barrier Resource System (CBRS) location 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 subject to 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 defray 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, payable in advance. Litigation and mitigation expenses, if any, shall be the sole responsibility of the owner. KEYS shall determine in its sole discretion whether additional load or projected load requires upgrades to nearby electrical/distribution infrastructure. The owner shall be responsible for the cost to upgrade the existing nearby electrical infrastructure, if necessary to accommodate additional load generated or projected to be generated by the extension availability.

## **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. Service risers may only be installed on storm hardened poles. The installation of meter



centers and breaker panels on KEYS' poles is strictly prohibited except as provided by prior written agreement. 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 and standards. 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 them, by address. In the event appropriate labeling is not in place, and KEYS crews are required to make multiple trips to the site, KEYS may charge the Customer additional service fees as set forth under the Miscellaneous Fees Tariff. It is expressly understood and agreed by the Customer that any service riser must be moved off of a KEYS' pole when requested by KEYS for the purpose of pole replacements or upgrades. All costs for the transfer of electrical service risers shall be at the Customer's sole expense.

It is expressly understood by the Customer that, after installation by KEYS of a replacement or upgraded pole and provision of written notice by KEYS to Customer, Customer is required to have the service riser transferred from the existing "to-be-replaced" pole to the replacement/upgraded pole and to provide notice of such action to KEYS within the time specified by KEYS in the written notice. Failure by Customer to transfer the service riser from the existing "to-be-replaced" pole to the replacement/upgraded pole and to provide notice of such action to KEYS within the time specified by KEYS will result in Customer assumption of all liability related to incidents involving the existing "to-be-replaced" pole, including liability alleged by third parties, and release of KEYS from all liability related to incidents involving the existing "to-be-replaced" pole. In the event Customer does not make the required transfer and provide notice to KEYS within the time period specified, KEYS may, at its sole option, elect to interrupt electrical service until the riser has been relocated to the new pole location and notice has been provided to KEYS.

#### **PRIMARY UNDERGROUND LINE EXTENSION**

Upon request by an owner and pursuant to the terms and conditions that are established by KEYS, the owner may request KEYS to install primary underground distribution facilities. The owner will be required to enter into the then-current "Standard Primary Underground Extension Agreement" and pay the applicable Line Extension Charge as determined solely by KEYS. If KEYS does not have a recorded easement on file, a legally sufficient easement as reasonably determined by KEYS must be executed by the property owner. The easement will be provided by KEYS and must be executed by the property owner before two subscribing witnesses, notarized and recorded in the public records of Monroe County, FL at the property owner's expense. Receipt by KEYS of an original recording receipt is a condition precedent to the provision of electric service to a parcel serviced by the Line Extension. The established charges are for typical underground line extensions and are set forth under the Miscellaneous Fees Tariff. If such "line extension" request is non-standard including but not limited to extensions which are over water, under water or in a Coastal Barrier Resource System (CBRS) location 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 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. KEYS shall determine in its sole discretion whether additional load or projected load requires upgrades to nearby electrical/distribution infrastructure. The owner shall also be responsible for the cost to upgrade the existing nearby electrical infrastructure to accommodate additional load generated or projected to be generated by the extension availability.

## **REMOVAL OF KEYS' OVERHEAD HIGH VOLTAGE PRIMARY FACILITIES**

If a property owner/developer requests removal of KEYS' overhead high voltage primary facilities and desires to either abandon, relocate or convert the lines to underground, KEYS will remove transformers and street lights which are owned by KEYS, and provide a "visual break" in the overhead lines at no cost to the owner/developer. For requests to relocate overhead lines or convert to underground the owner/developer will be required to enter into a line extension agreement and pay the applicable line extension charge as set forth in the Miscellaneous Fees Tariff.

For existing poles and overhead line facilities with no third party attachments affixed, the owner/developer will have the option to: (1) pay KEYS the cost of removal and disposal of the poles and overhead line facilities, as reasonably estimated by KEYS, which amount shall be included within the charges as set forth in the applicable line extension agreement or separately invoiced to the owner/developer; or (2) accept title to the poles and overhead lines by paying \$10.00 consideration to KEYS, and indemnifying and holding KEYS harmless with respect to the poles up to the date of transfer. In the event the owner/developer elects option (1), KEYS will remove and dispose of the poles and overhead lines in a timely manner, sufficient to allow fulfillment of its installation obligations under the applicable line extension agreement. In the event the owner/developer elects option (2), removal and proper disposal of the poles and overhead lines, in accordance with all applicable State, Federal, and local regulations, shall be the sole and exclusive responsibility of the owner and developer, and such removal and proper disposal shall be a condition precedent to KEYS fulfilling its installation obligations under the applicable line extension agreement.

Many KEYS owned poles have third party (including but not limited to communications) attachments and KEYS' contractual obligations with third party attachers vary. For existing poles with third party attachments affixed, the removal of such attachments are governed by individual agreements. KEYS will advise the property owner/developer of the applicable agreements upon request. Timely removal of third party attachments and vacated poles will depend upon existing contractual obligations with and responses from the third party attachers.

## **AFFORDABLE HOUSING DISCOUNT POLICY**

KEYS will participate in joint-funding for installation of underground primary high-voltage distribution services for Affordable Housing to the extent such Affordable Housing status is verified by the City of Key West or Monroe County, as applicable. To obtain this joint-funding, the owner must obtain all appropriate State and Local permits, certifications and approvals (e.g. City and/or Monroe County Recorded Deed Restriction). This discount is only applicable to new services that will be served under schedule R (Residential Service) and shall not apply to any part of a mixed-use development that will have any portion of its electric service provided under any other schedule. The owner will be responsible for expenses associated with trenching and foundations for the transformers. KEYS will be responsible for the cost associated with the high-voltage cable, cable terminations, riser poles and any associated hardware. The above discounts shall only apply to projects that have three (3) or fewer padmounted transformers and less than 300 feet in overall high voltage cable length.

## **TRANSFORMER VAULTS**

Effective July 22, 2020, KEYS prohibits the new installation of transformer vaults.

For transformer vaults currently in use as of July 22, 2020, KEYS requires immediate and unimpeded personnel and equipment access to transformer vaults, 24 hours a day. The Customer shall at all times maintain and facilitate a clear, unimpeded access for delivery, installation, replacement or maintenance of KEYS' equipment.

Access to the vault shall be controlled exclusively by KEYS' padlock. In the event the Customer requires access to the vault, the Customer shall coordinate with KEYS and only be allowed to enter the vault when escorted by KEYS' qualified personnel. The Customer or their designee shall have at a minimum, sturdy shoes, hard hat, safety glasses and any other personal protective equipment deemed necessary by KEYS' qualified personnel or governmental authority having jurisdiction.

Vaults shall be used only for the housing of transformers and auxiliary equipment, and for no other purpose. Customer shall not cause any items to be placed within any vault. No systems or components of any systems foreign to the electrical installation, including but not limited to sanitary plumbing, water, or gas, shall exist within any vault. Piping or other facilities for vault fire protection or for transformer cooling shall not be considered foreign to the electrical installation.

Each Customer shall post upon each entrance to the vault a sign bearing substantially the following language in letters a minimum of three (3) inches in height: "DANGER, HIGH VOLTAGE, KEEP OUT. KEEP 10' CLEAR IN FRONT OF THE DOOR AT ALL TIMES."

Each Customer is responsible for maintaining compliance with the NEC, NFPA70, and local building and fire codes. Customers shall be required to contact KEYS to access the vault in order to conduct periodic inspections to ensure compliance. KEYS shall have no obligation to inspect, repair or improve any vault. The Property Owner and/or Customer shall bear liability for any damages to property or person which result from vaults which do not meet applicable NEC or applicable local codes or safety standards.

KEYS may require Customers with transformer vaults that exist on July 22, 2020 to replace transformer vaults with exterior padmount transformers when undergoing electrical repairs/upgrade, when existing equipment fails (including but not limited to failure as a result of flooding or other natural occurrence), or at the sole discretion of KEYS when deemed mechanically or electrically necessary. In the event KEYS determines that padmount transformers are required to replace transformers located within a vault, the cost to relocate the Customer's primaries and/or secondaries may be at the Customer's expense.

In the event the Customer fails to comply with this section or if KEYS is notified by a local agency having jurisdiction that the vault does not meet the applicable NEC and/or local building code or fire standards, the electrical service will be subject to immediate disconnection. KEYS shall have no obligation to reconnect service until KEYS or such reporting agency is satisfied that compliance has been achieved.

### **THREE-PHASE SERVICE**

Line construction for the distribution of three-phase services will not be provided for equipment of less than 20 kW, or 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 of 75 horsepower or larger.

### **NON-STANDARD LOAD**

All new electrical services that may affect KEYS' transmission or distribution system are subject to an evaluation by KEYS. All costs associated with any studies as solely determined necessary by KEYS 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 non-standard load projects as designated by KEYS, including but not limited to; (a) projects that have high demand and low Load Factor, (b) projects that utilize the utility as a backup power source, or (c) projects that have high energy use and are portable, as solely determined by KEYS. Customer loads must comply with IEEE-519, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems.

### **TEMPORARY SERVICE**

Temporary service refers to service required for a short-term duration, including but not limited to, exhibitions, displays, bazaars, fairs, construction work, and camps. KEYS will supply temporary service only where there is 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 solely 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.

### **STANDBY GENERATION SYSTEMS**

In some cases, the Customer may wish to provide an emergency 60 hertz generator or battery storage system to supply a portion, or all, of their electric service in the event of failure of KEYS electric service. In such cases, the Customer shall install and maintain a transfer device which meets the National Electrical Code and is listed and labeled by a Nationally Recognized Test Lab (NRTL), such as U.L. This switch shall be provided by the Customer and shall disconnect the Customer's service equipment from KEYS lines before connecting it to the standby generation system. Customer transfer devices shall be installed on the load side of the service disconnect switch.

No interconnection agreement is required if the Customer will not export power to the grid. The Customer is responsible for ensuring that power from the standby generation system does not back-

feed the grid to avoid a safety hazard for workers or the public. Customers assume all liability associated with the use of standby generation systems.

## **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” 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 an agreement to have the 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 at [keysenergy.com/forms/corporate-verbiage-template.pdf](http://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.

If electrical service has been disconnected for more than one (1) year, KEYS will require a re-inspection by the local government building official. The inspection report shall state that 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 connection. 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](http://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 under 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 submit a notarized letter of authorization.

All Customers applying for residential service will be required to initial a “Residential Household Affidavit” on the Contract for Service certifying that until the Customer of Record notifies KEYS in writing, the electrical service provided to the Customer’s account will be exempt from Florida's Sales Tax for one or more of the following reasons: (1) The electric service provided to this account will be used exclusively to service a residential household and the meter will not service any commercial or business activities (commercial or business activities include, but are not limited to, rental operations that cater primarily to transient guests (hotel, motels and room rentals), the provisions of day care facilities, and the performance of any activity that is not residential in nature); (2) The electrical service provided to this account will be used exclusively to serve common areas of residential housing complexes, and the meter will not serve any commercial or business activities such as vending machines, coin operated laundry facilities, sewage/lift station equipment, or any activity that is not residential in nature; (3) The electric service provided to this account will be used exclusively to serve a residential model home. The meter will not serve any commercial activity such as a sales or business office, or any activity that is not residential in nature. This affidavit affirms the tax exemption for residential use of electrical service. The Customer understands that if such purchases of electricity do not qualify for the exemption indicated above the Customer will be subject to sales and use taxes, interest, and penalties by the Florida Department of Revenue, and that when any person shall fraudulently, for the purpose of evading tax, issue to a vendor or to any agent of the state a certificate or statement in writing in which such person claims exemption from sales tax, such person, in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, shall be liable for fine and punishment, as provided by law, for conviction of a misdemeanor of the second degree, as provided in s. 775.082, s. 775.083 or s. 775.085, F.S, as amended.

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](http://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 confirming title in the owner. Alternatively, KEYS may accept a notarized letter of authorization from the property owner and a copy of the Certificate of Title or Warranty Deed confirming title in the owner.

Effective October 1, 2012, the Board approved an exemption to the policy to allow condominium or homeowner’s associations to obtain electrical services for units within condominiums or homeowner’s associations which have been abandoned. A duly authorized association representative may establish electrical services by signing a “Condominium / Homeowner’s Association Affidavit” which can be obtained either in person or by calling KEYS.

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. Upon request, KEYS will not require an updated signed contract for service, but will verbally verify the property owner/manager’s identification with their driver’s license or equivalent. By requesting reinstatement of service, the Customer of Record 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 of Record 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.

## **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 connection location (on drawing). For commercial accounts, information must be provided by completing a Project Review Form. The form must contain the name of the electrical contractor. 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 are as follows:

Complete meter location form, including all required information. The Engineering Department has the right to review plans and will then provide a service location in approximately five (5) working days.

Customer will pay the necessary service deposit, initial permanent service charge (IPSC), impact fee and any other fees as outlined in KEYS' Electric Services Rate Tariffs, and sign a "Contract for Service", which will include the type of account.

When the appropriate City or County Electrical Inspector has inspected and reported the inspection to KEYS' Control Center, the service will be scheduled for connection within three business days after the date of 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 the City or County Electrical Inspector, as applicable. No deviations from this procedure are authorized without written permission from KEYS.

## **SERVICE LOCATIONS**

All services and meters shall be placed in a location designated by KEYS, and in no case shall any Customer or other person change, alter, or interfere with said services or meters. Meters shall remain accessible to KEYS and shall not be enclosed, obstructed, or otherwise made inaccessible. Meter center(s) shall be installed adjacent to a stable horizontal surface at a height no less than four feet and no more than six feet above the horizontal surface, as measured to the center of the meter. This will enable KEYS staff to safely install, inspect and maintain meters. When KEYS' elevation requirements conflict with city/county flood requirements, as applicable, the Customer shall install a fixed permanent platform acceptable to KEYS. All platform designs shall be submitted to KEYS for approval. KEYS reserves the right to replace any existing meter(s) with a new meter(s), and new meter(s) may be of a different type and size. Any required changes or alterations to the meter enclosure shall be at the customer's expense. All electrical installations or changes in electrical wiring or equipment must be inspected by the applicable City or County Electrical Inspector upon completion (except on city, county or federal property). Governmental agencies exempt from city or county inspections must provide a letter or complete a KEYS form certifying that the electrical work performed meets or exceeds the requirements of NEC and NESC regulations. A letter from a representative of the governmental agency attesting knowledge of the certification and the electrical work performed must accompany the certification. KEYS will inspect all facilities to ensure compliance and report the results to KEYS' Control Center prior to any connection of the

electrical service. KEYS reserves the right to inspect any installation or connection of Customer's generators and equipment wiring. Only KEYS personnel are authorized to access KEYS' wiring, meters, and apparatus. Only authorized personnel are authorized to remove seals from KEYS equipment and meters.

### **TERMINATION OF SERVICE**

Termination of residential service requests may be submitted via email, online, telephone, fax, mail, or in person. Verification of identity is required. It is the Customer of Record'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 of Record 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, in KEYS' discretion. All requests for termination of service for commercial accounts must be in writing and signed by an authorized person whose identity is verified.

An existing service will be terminated and a final bill rendered to the Customer of Record when a new Customer presents to KEYS an executed rent receipt/lease agreement or proof of ownership for the same service address.

### **PRIOR INDEBTEDNESS**

KEYS may withhold service to any Customer unless and until all prior indebtedness to KEYS for service at any location has been satisfied. In the event KEYS determines that someone living at the service location has an outstanding debt due KEYS, this debt can be transferred to the current account and this account will be subject to collections activities (including but not limited to Termination of Service), unless and until the outstanding debt is paid.

### **SERVICE DEPOSIT REQUIRED**

KEYS requires a service deposit for all types of service connections, including temporary service, in accordance with the deposit requirements set forth on the Miscellaneous Fees Tariff.

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

If a Residential Customer's account without a deposit becomes past due on two consecutive occasions, a full deposit, in accordance with the deposit requirements set forth on the Miscellaneous Fees Tariff, may be required at KEYS' discretion.

- 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 Fees 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 Fees Tariff.

The Customer of Record 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 retain possession of the deposit and will refund the deposit only after all invoices for services rendered have been paid by the Customer of Record. The Customer of Record's deposit will first be applied to any outstanding bills owed by the Customer of Record with the remaining balance, if any, being refunded to the Customer of Record.

All service deposits shall earn simple interest or no interest, as determined by KEYS in its sole discretion. The rate of interest shall be at KEYS' discretion.

Commercial accounts will be reviewed by Customer Service on an as needed basis. If KEYS determines the initial service deposit is insufficient, KEYS may require the deposit of additional funds by the Customer of Record.

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 Fees Tariff.

As a special service to property owners or property managers of residential rental units, KEYS will 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 Fees Tariff).

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

### **TRANSFER OF RESIDENTIAL SERVICE DEPOSIT**

A residential Customer moving from one location to another may have his/her service deposit transferred from the former address, provided all outstanding bills for service at the former address have been paid. If the existing 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 and payment of the additional deposit amount will be required immediately. 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 of Record, and the balance remaining will be refunded to the Customer of Record. If the Customer of Record has a remaining account credit balance of \$10.00 or less and an active account, the credit balance will be transferred to the active account and KEYS will not issue a refund check unless requested by the Customer of Record. 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 the Customer of Record having an account for 24 months with no penalties or returned items.

## **MISCELLANEOUS FEES, PAYMENTS, METERING AND BILLING**

### **MISCELLANEOUS FEES**

KEYS has established miscellaneous fees relating to deposit requirements; service fees for connection, disconnection, and reconnection of service; returned checks; past due bills; meter tampering; meter tests; line extensions (overhead and underground); initial permanent service charges and impact fees. The applicable charges are set forth in Miscellaneous Fees Tariff. The Miscellaneous Fees Tariff is available from KeysEnergy.com.

### **TEMPORARY DISCONNECT**

Electric service can be temporarily turned off upon the Customer of Record'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 outstanding indebtedness due to KEYS for electrical service. Applicable charges as set forth in the Miscellaneous Fees 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 at the meter normal hours disconnection/reconnection charges. This waiver is only applicable for one location regardless of how many accounts the 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. If a check or similar instrument fails 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 Fees 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 with cash, cashier's check, credit/debit card or money order for a period of one year.

Under no circumstance will KEYS accept a check if the person presenting the check states or implies that monies are not currently in the account sufficient to clear the check, nor will KEYS accept a post-dated check.

### **CREDIT/DEBIT CARD PAYMENTS**

Any credit/debit card chargeback to KEYS will be subject to a returned payment charge as specified in the Miscellaneous Fees 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.

### **METER READING**

The Customer's meter is read monthly, as near as reasonably practicable to the same date of each meter reading cycle. KEYS may estimate the monthly meter reading if the meter is unable to be read due to circumstances beyond KEYS control. 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 as directed by KEYS at the Customer's expense. The Customer's meter center and riser may be allowed to remain in the existing location until such time as an upgrade or any change in the Customer's electrical facilities are required that necessitate disconnection of the service at the riser. Any required relocation of the customer's meter center deemed necessary solely by KEYS may have to be relocated at the customer's expense. 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' policies dictate the placement of electric distribution facilities adjacent to a public road and in front of the Customer's premises, where reasonably practicable. The relocation of meter centers and risers must be completed in a timely manner as solely determined by KEYS. Failure to relocate the meter center and riser may result in an interruption of service until the meter center comes into compliance as solely determined by KEYS.

### **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 Statutes 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 Fees Tariff, in addition to an adjustment of the electric bill. Back billing will be based on a reasonable estimate of the energy used. City police or county sheriff's deputies may be alerted at KEYS' discretion. All meter

tampering cases will be referred to the State Attorney's Office regardless of dollar amount or payment for diverted power.

## **METER ROOMS**

Upon request and with KEYS prior written approval, 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, if the area is capable of being locked. KEYS will require a letter from the Customer verifying that the meter room will only be utilized as a meter room. In order to ensure the safety of KEYS' meter personnel, the use of a meter room for storage of materials, whether flammable or non-flammable, or for any other purpose is prohibited. Meter rooms that are deemed as unsafe, as solely determined by KEYS, 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 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 of Record will be charged pro-rata at the average rate of consumption as shown by the meter when previously 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 to the Customer of Record. The Customer of Record shall properly protect the meter from damage as a result of any cause whatsoever, 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 center(s) must be permanently marked or identified as to the Customers served. It is the sole responsibility of the Customer 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, and such deficiency causes an alleged error in billing, KEYS shall have no responsibility to resolve the alleged error or provide a 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, 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 prohibited. Meter center or socket 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. KEYS may approve exceptions to these labeling guidelines in advance for emergency or unplanned service upgrades on a temporary basis. Proper labeling must be installed within a reasonable timeframe designated by KEYS in order to avoid disconnection. Prior to KEYS' installation of meters, the property owner or its agent shall 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. It is the sole responsibility of the Customer 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, and such deficiency causes an alleged error in billing, KEYS shall have no responsibility to resolve the alleged error or provide a billing correction.

## **PADMOUNT TRANSFORMERS SECONDARY SERVICES IDENTIFICATION**

All secondary underground services shall be marked with a permanent identification indicating the fixtures and locations to which the service conductors are providing power. In the event appropriate labeling is not in place at any time, and KEYS crews are required to make multiple trips to the site to verify the proper identification of the secondary service conductors, KEYS may charge the Customer of Record additional service fees as set forth under the Miscellaneous Fees Tariff.

## **MASTER METERING**

KEYS does not install or maintain any distribution on a Customer's premises which is or is intended to be metered beyond a master meter as provided by KEYS, except as provided by special agreement. Customers who are master metered are prohibited from sub metering or billing Customers to profit from the resale of energy. Under no circumstances may commercial or industrial Customers be sub metered from a master meter (e.g. condominium association billing commercial Customers). Individual electric metering by KEYS 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. KEYS shall perform such test, without charge, if the meter has not been tested within twelve (12) months prior to such request. In the event a Customer requests more frequent testing KEYS may, at its discretion, require a payment to defray the cost of testing. The applicable charges are set forth in the Miscellaneous Fees Tariff.

## **METER CENTERS**

KEYS has adopted a standard for the installation of residential and commercial meter centers. KEYS' approval must be obtained prior to the installation of a meter center. KEYS reserves the right to reject any meter center which is not compatible with KEYS' meters or which does not conform to KEYS' standards, as set forth from time to time.

KEYS reserves the right to replace any existing meter(s) with a new meter(s). If the Customer's meter center is not compatible with KEYS' meter as solely determined by KEYS, the Customer shall be required to update the meter center at the Customer's sole expense. Failure to update the meter center within a reasonable timeframe as solely determined by KEYS and as provided to the Customer by KEYS in writing may result in a disconnection of service until such time as the meter center is updated and compatible with KEYS meter.

KEYS prohibits the installation of any device or apparatus between KEYS' meter and the Customer owned meter socket. For new installations, KEYS prohibits raceways or troughs ahead of the meter center.

## **BILLS**

The Customer of Record'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 Customer's

applicable rate, 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. KEYS may render an estimated bill if the meter is unable to be read due to circumstances beyond KEYS' control. It is the responsibility of the Customer of Record to ascertain their monthly bill whether or not KEYS' regular mailed monthly bill has been received. Customer 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 may be disconnected five (5) days after written notice of such balance is provided. KEYS shall impose an additional charge equal to five percent (5%) of the balance of bills which are past due. Partial payment of past due bills shall not be construed to satisfy the current obligation of the account, and any 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 financial responsibility of the Customer. Non-receipt of the billing or past due notice shall not release or diminish the obligation of the Customer of Record with respect to payment thereof by the due date. 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 Fees Tariff.

### **BACK BILLING AND REFUND**

Any account found to be under-billed or over-billed shall be corrected immediately by KEYS. Accounts found to have been under-billed will be back billed for the correct amount for the period of the under-billing. If the under-billing is the result of a KEYS error, the back bill will not exceed 12 months. The Customer of Record is liable for payment of the shortfall due to under-billing. If the amount exceeds the Customer of Record's current ability to pay, as demonstrated by the Customer of Record to KEYS' satisfaction, KEYS may allow the Customer of Record to sign a promissory note and pay for the unbilled service over the same time period as the time period during which the under-billing occurred or as otherwise agreed upon. Failure to make payment as agreed upon may result in an interruption of service. In the event of an overcharge in billing, KEYS will refund the overcharge to the Customer of Record for the period during which the overcharge occurred, for a period of up to 24 months. KEYS may reasonably estimate the amount of any under-billing or over-billing. The General Manager & CEO will make a determination regarding the full or partial back billing amount and payback time period after considering the cause of the error, the cost of research and correction, the knowledge and/or intent of the Customer, past payment history and other relevant circumstances.

### **FINAL ACCOUNT CREDIT BALANCES**

If the Customer of Record has a final account credit balance and has any outstanding debt owed to KEYS, the credit balance will first be applied to any outstanding balance owed and the remaining balance will be refunded to the Customer of Record. If the Customer of Record has a final account credit balance of \$10.00 or less and an active account, the credit balance will be transferred to the active account and KEYS will not issue a refund check unless requested by the Customer of Record.

### **BUDGET BILLING**

A budget billing program has been established to allow qualifying residential customers to be billed on a "rolling average" basis in order to minimize the impact of consumption fluctuations on

monthly billing. The “rolling average” will allow the customer’s bill to increase or decrease each month based on the current month’s actual usage, as well as the past 11 months history. Deferred balances may not exceed \$450, and credits due from KEYS may not exceed \$450. In the event the specified threshold is reached, KEYS will bill the amount over the threshold to the customer (in the case of deferred balances) or remit the credit to the customer (in the case of credits due) on the next billing date after the threshold is exceeded. The participating customer is required to pay the total billed budget amount in full each month by the specified due date. In order to qualify for the program, an account must have at least 12 continuous months of billing history at the same address, or the individual named on the account must have 24 continuous months of billing history at KEYS. In either case, the qualifying account or individual must have a payment record with no penalty charges, returned items or tampering charges within the most recent 12 months. The Customer of Record may cancel participation by notifying KEYS not less than 30 days prior to the desired date of participation cancellation. Upon removal from the Budget Billing Program, the Customer will be required to pay the total balance, including the total deferred balance, by the due date specified. 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 [KeysEnergy.com](http://KeysEnergy.com). Enrollment in the program is subject to KEYS’ discretionary approval.

### **ELECTRONIC DEBIT**

An electronic debit program has been established to allow Customers to pay electric bills by authorizing KEYS or KEYS’ designated third-party payment processor(s) 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 KEYS’ terms and conditions 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 [KeysEnergy.com](http://KeysEnergy.com). Enrollment in the program is subject to KEYS’ discretionary approval.

### **SENIOR CITIZEN'S/DISABLED AMERICAN VETERAN'S DISCOUNT**

Upon proper application, a residential Customer who is a permanent resident of the geographical service area and is 62 years of age or older, or who is a totally and permanently 100% disabled American veteran, may be eligible for a discount for service provided under the rate schedule for Residential Service. The household gross income for qualified applicants may not exceed the maximum annual social security retirement benefit for senior citizens or the maximum annual dollar benefit based on the United States Department of Veteran’s Affairs for disabled American veterans. The service address must either be the Customer of Record’s homesteaded property or, if a rental, the Customer of Record’s full time residence. The service address must be the same as the address on the Customer of Record’s government issued photo identification. The Customer’s monthly average consumption cannot exceed 2,000 kilowatt hours based on the previous 12 month history. All applicants are required to re-qualify between January 1<sup>st</sup> and March 31<sup>st</sup> of each year. To receive the discount, it is necessary to complete the “Senior Citizen’s and Disabled American Veteran’s Discount Application” and sign an affidavit attesting to household income and legal residence. Copies of this agreement may be obtained in person or by visiting [KeysEnergy.com](http://KeysEnergy.com).

### **TAXES**

Customers shall be liable for taxes whether or not taxes were collected by KEYS at the instance of sale, and shall be subject to sales and use taxes, interest, and penalties imposed by the Florida Department of Revenue or other applicable jurisdiction. When any person shall fraudulently, for the purpose of evading tax, issue to a vendor or to any agent of the state a certificate or statement

in writing in which such person claims exemption from sales tax, such person, in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, shall be liable for fine and punishment, as provided by law, for conviction of a misdemeanor of the second degree, as provided in s. 775.082, s. 775.083 or s. 775.085, F.S

## **GENERAL POLICIES**

### **CUSTOMER METHOD OF CONTACT**

Once service is requested by a Customer of KEYS, the Customer, whether a primary, secondary, or beneficiary of service, consents to and authorizes KEYS, its authorized agents and assignees, for the purpose of servicing their account or to collect any amounts owed, to contact the Customer via telephone, text message, email or via the internet at any telephone number, email address or website associated with the 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.

### **MEDICALLY ESSENTIAL SERVICE**

KEYS offers medically essential service Customers that are certified in accordance with this policy with notice of scheduled power interruptions, to allow Customers time to secure back-up power for medically essential equipment.

A medically essential service Customer is a residential Customer whose electric service is medically essential and who has been certified as a medically essential service Customer by a physician licensed to practice in the State of Florida.

The term “medically essential” means the medical dependence on electric-powered equipment that must be operated continuously, or as circumstances require, as specified by a physician to avoid the loss of life or immediate hospitalization of the Customer or another permanent resident at the residential service address.

In order to qualify for the program, the Customer must complete Part A of the relevant certification form and obtain a completed Part B from a licensed physician. A copy of the certification form may be obtained in person or from KeysEnergy.com. The completed certification form must be submitted to KEYS’ Safety and Risk Coordinator at 1001 James Street, Key West, FL or mailed to:

Keys Energy Services  
Medically Essential Service  
Attention: Safety and Risk Coordinator  
P.O. Box 6100  
Key West, FL 33041

Medically essential service must be recertified once every 12 months. KEYS will send the certified Customer, by regular mail, a recertification form, at least 30 days prior to the expiration of the Customer’s certification. The recertification form must be completed and received within 30 days



after the expiration of Customer's existing certification. If the recertification form is not received within the 30-day period, KEYS may terminate the Customer's certification.

False certification of medically essential service by a physician is a violation of section 458.331 (1) or 459.015(1)I, Florida Statutes, and as such is grounds for disciplinary action by the Board of Medicine or Osteopathic Medicine.

KEYS may interrupt electrical service to a residence whenever an emergency may threaten the health or safety of a person, the surrounding area, or KEYS' distribution system. KEYS shall act promptly to restore service as soon as possible.

KEYS shall attempt to contact certified Customers by telephone no later than 24 hours prior to any scheduled disconnection of service for non-payment of bills in order to provide notice of the scheduled disconnection. If KEYS does not have a telephone number listed on the account, or if the Customer or other adult resident of the premises cannot be reached by telephone, KEYS shall send a representative to the Customer's residence to attempt to contact the Customer, no later than 4:00 p.m. the day before disconnection. If contact is not made by these means, KEYS may leave written notification at the residence advising the Customer of the scheduled disconnection date. Thereafter, KEYS may disconnect service on the specified date.

KEYS may provide a one-time 14-day extension of time beyond the date service would normally be scheduled for disconnection in order for a medically essential service Customer to pay past due bills before scheduled service disconnection. After the expiration of such 14-day grace period, Customer's service shall be subject to disconnection pursuant to this policy. Penalty charges will apply as outlined in the Miscellaneous Fees Tariff.

Each Customer who requires medically essential service is solely responsible for any backup equipment or power supply and a planned course of action in the event of a power outage or interruption in service.

In administering medically essential service, KEYS cannot provide notice of power failures due to natural causes or unforeseen system problems. Furthermore, KEYS does not assume, and expressly disclaims, any obligation or duty to monitor the health or condition of the person requiring medically essential service; to ensure continuous service; to call, contact, or otherwise advise of service interruptions, or take any other action (or to refrain from any action) that differs from its normal operations.

Nothing in this policy shall impose any special duty upon KEYS or create any liability not previously existing. The policy shall not create any private right of action.

#### **ACCESS TO KEYS FACILITIES LOCATED ON CUSTOMER'S PROPERTY**

Customer shall provide access to any authorized agent of KEYS, 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. Customer agrees that KEYS shall have no liability for trespassing in exercising its right of access as outlined herein. Customer hereby grants easements and right-of-ways to KEYS and its agents as necessary to access KEYS' facilities on Customer's 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 terminated until such access is granted. A service fee may apply as set forth under the Miscellaneous Fees Tariff.

### **OVERHEAD SERVICE DROP AND UNDERGROUND HIGH VOLTAGE EASEMENTS**

Upon application for electric service or receipt of service, applicant/Customer grants to KEYS an easement on, over, and about the applicant's/Customer's property for electric lines, wires, conduits, meters, poles and other equipment of KEYS necessary to render service to the Customer for the term of the relationship between KEYS and applicant/Customer. Customer agrees that he/she/it 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**

A Customer who elects to install privately owned poles on his/her 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 a minimum 20 foot height clearance above grade. If the electrical service line crosses a public access road, the pole must be maintained so as to have a minimum 25 foot height clearance above grade. Prior to final service connection any such pole must be inspected and approved by KEYS.

Customer shall periodically inspect utility poles that are Customer-owned, and maintain such poles in good repair and order. KEYS does not maintain, and has no obligation to inspect, Customer-owned poles and damages, injuries, or death resulting from a Customer's failure to inspect and/or maintain Customer-owned poles shall not create any liability on the part of KEYS. In the event KEYS determines that a Customer-owned pole is not in good repair and order, KEYS may disconnect service until Customer remedies the condition.

### **CHANGES IN CUSTOMER'S POWER REQUIREMENTS**

In order to provide an adequate power supply, KEYS will, at the time of initial installation, determine the Customer's power requirements. KEYS will ensure its transformer equipment is properly sized to provide adequate power to serve the requirements of Customer.

If Customer adds new equipment that may change the initially-determined power requirements, Customer shall advise KEYS of such addition to enable KEYS to adjust its equipment to provide for the increased requirements. KEYS shall 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 prior to the 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 any other individual Customer, to enable the repair or maintenance of utility equipment, and to accommodate load distribution emergencies. 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.

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. KEYS shall not be liable under any circumstances for a deficiency or failure in the supply of electrical energy, regardless of the cause of such failure.

#### **VOLTAGE AVAILABILITY**

<b>PHASES</b>	<b>WIRE</b>	<b>NOMINAL VOLTAGE</b>
1	3	120/208
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.

#### **POWER FACTOR**

For large commercial customers KEYS requires a minimum power factor rating of 90% as registered by the meter at the time of peak demand for three-phase installations or as solely determined by KEYS for single-phase installations.

#### **CONTINUITY OF SERVICE**

KEYS 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 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 any damages resulting from acts or omissions occasioned, 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 any other cause, 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**

The Customer shall indemnify, hold harmless and defend KEYS from and against any and all liability, proceedings, suits, costs or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or arising from the transmission and use of electricity.

## **INDEMNITY TO KEYS - GOVERNMENTAL**

Notwithstanding anything to the contrary in KEYS' Customer Service Policy Manual, any obligation of indemnification therein required of a Customer or applicant that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity") shall be read to include the condition "to the extent permitted by applicable law."

## **ATTORNEYS' FEES**

In the event of any litigation arising hereunder or as a result of the relationship between KEYS and Customer as set forth herein, if KEYS is the prevailing party, the Customer shall be liable to pay reasonable attorneys' fees, including appellate fees, as well as all costs incurred by KEYS as a result of such litigation.

## **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. Accessing KEYS wiring, meters or apparatus may result in exposure to hazardous voltages.

## **AREA LIGHTING**

KEYS does not offer Residential or Commercial Area Lighting on private property. For electrical service accounts where KEYS has previously provided Residential or Commercial Area Lighting, upon termination of the electrical service account, service to all area lights will be permanently disconnected and any existing Area Lighting owned by KEYS will be removed from the Customer's premises. Customers with existing area lights agree to maintain accessibility for KEYS work crews for the area light pole and light for maintenance purposes. Customers shall notify KEYS of any area light that is not operating correctly. Customer shall indemnify and hold KEYS harmless for damages arising from any incident resulting from an inoperable or malfunctioning area light. KEYS reserves the right to alter or remove any light that has been rendered inaccessible or a nuisance.

KEYS policies include the amortization of mercury vapor lighting in order to protect the environment and promote energy efficiency. KEYS has the right to remove any existing mercury vapor lighting apparatus and replace same with a Light Emitting Diode (LED) lighting apparatus at its discretion and without necessity of approval from Customer. In the event of such replacement, monthly billings will be adjusted based on the new fixture type installed as outlined in KEYS' Electric Services Rate Tariffs. If the Customer objects to these changes KEYS may, at its discretion, terminate the existing area lighting contract and remove the lighting.

## **MOTOR PROTECTION**

The Customer should provide protection against the loss of one or more phases on all three-phase equipment. KEYS shall have no liability for damage to three-phase equipment due to the loss of one or more phases, howsoever caused.

## **SERVICE ENTRANCE**

KEYS reserves the right to determine the instances in which 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 ensure that inspections and maintenance is provided for all electrical equipment, circuit panels, meter centers, and circuits on an annual basis, with special attention paid to preventing water intrusion 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 shall ensure that all secondary underground service lines are properly and permanently marked indicating what the service conductors are providing power to. In the event appropriate labeling is not in place, KEYS may charge the Customer additional service fees as set forth under the Miscellaneous Fees 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 shall 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 from any electric lines, equipment or appurtenances. 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, over, 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 remove 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 to the Customer or any third party. 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 right-of-way and on private property and in some cases to remove trees, shrubbery and structures when tree trimming cannot adequately ensure that branches will not 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.

KEYS urges all Customers to "plant the right tree in the right place." Visit [KeysEnergy.com](http://KeysEnergy.com) for helpful guidelines.

## **OBSTRUCTIONS**

No items, including but not limited to signs, posters, or advertisements, maybe 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**

**To Interconnect a Renewable Generating System (“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**, be 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.
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, KEYS shall be entitled 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 KEYS’ legal obligation to provide service to its Customers.

An RGS Owner/net metering Customer may energize a RGS when KEYS’ system is de-energized. This shall be done with extreme care and verification that the RGS is operating safely per IEEE 1547, IEEE 1547.1, UL 1741 and NFPA 70 (latest published editions). RGS Owner/net metering Customer shall verify the manual disconnect switch is in the open position and no “back feed” can occur on the KEYS’ system. The RGS Owner/net metering Customer shall only use the RGS to service its own load.

KEYS, in its sole and absolute discretion and at any time, may isolate any RGS from the distribution grid by whatever means necessary, without prior notice to a net metering Customer or the RGS Owner. 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. KEYS 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 KEYS' electrical distribution system. Typical conditions which may require the disconnection of a RGS 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 solely determined by Utility.
- (iv) Adverse electrical affects (such as power quality problems) on the electrical equipment of Utility's other electric Customers caused by a RGS system, as solely determined by Utility in its sole and absolute discretion.
- (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 payment due to Utility by the due date thereof.

No Customer may install or operate a RGS in parallel with KEYS electric system without complying with KEYS' net metering requirements as outlined above. This process is required in order to ensure the safety of KEYS' employees and electrical system from any RGS back feed. If KEYS discovers an RGS is operating in parallel with KEYS electrical system and the RGS Owner has not completed the net metering interconnection process and did not receive approval for interconnection, the electrical service may be disconnected at KEYS' discretion.

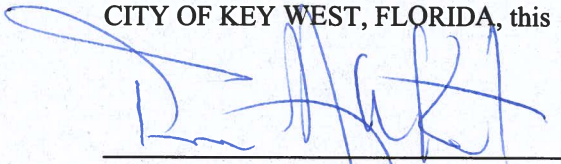
#### **FAULTY CUSTOMER EQUIPMENT**

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 reasonably 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.

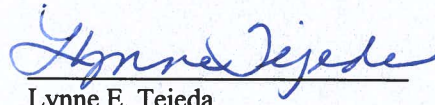
The Board reserves the right to change the rules and regulations and the rates for use of electric service from time to time, provided however, such changes shall be effected by the Board at a public meeting, and such changes shall be published forthwith thereafter in a newspaper of general circulation 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 14<sup>th</sup> day of September 2022.



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Timothy Root, Utility Board Chair  
Utility Board of the  
City of Key West, Florida



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