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RATE SCHEDULES**

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FC

**FUEL CHARGES
RATE SCHEDULE FC**

Applicability:

To the Monthly Rate provision in each of the rate schedules for electric service which reference the fuel charges set forth below.

Rate Schedule	Standard Flat Rate ¢/kWh	OPTION B - TIME OF USE RATES ¢/kWh					
		WINTER			SUMMER		
		On Peak	Shoulder	Off Peak	On Peak	Shoulder	Off Peak
RS First 1,000 kWh	3.725	N/A	N/A	N/A	N/A	N/A	N/A
Additional kWh	4.725	N/A	N/A	N/A	N/A	N/A	N/A
GS	4.003	N/A	N/A	N/A	N/A	N/A	N/A
WI	3.891	N/A	N/A	N/A	N/A	N/A	N/A
RS, GS Standby	N/A	4.447	4.287	2.886	5.936	4.527	3.759
GSD-SEC	4.003	4.447	4.287	2.886	5.936	4.527	3.759
GSD-T-SEC	N/A	4.948	N/A	3.607	4.948	N/A	3.607
GSD-PRI	3.963	4.403	4.243	2.858	5.876	4.483	3.723
SL-SEC	3.455	N/A	N/A	N/A	N/A	N/A	N/A

Fuel Charges:

These charges are designed to recover the costs of fuel and purchased power incurred by OUC to provide electric service to its customers.

RS

RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE RS

Availability:

For residential customers within OUC service area in individually metered single family dwelling units occupied as a domestic residence where electricity is used exclusively for residential purposes.

Monthly Rate:

Customer Charge:		\$8.00
Non-Fuel Base Charge at:	First 1,000 kWh	6.975¢ per kWh
	All Additional kWh	7.975¢ per kWh
Fuel Charge:	See Sheet No. 5.010	

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer Charge

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

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GS

GENERAL SERVICE - NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE GS

Availability:

To any non-residential customers, where the measured demand has not equaled or exceeded 50 kW more than two periods out of the twelve most recent billing periods.

Monthly Rate:

Customer Charge	\$10.25
Non-Fuel Base Charge at	7.252¢ per kWh
Fuel Charge:	See Sheet No. 5.010

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer Charge

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

WI

WIRELESS INTERNET ELECTRIC SERVICE RATE SCHEDULE WI

Availability:

Anywhere within Orlando Utilities Commission’s service area.

Applicability:

Un-metered electric service required for wireless Internet devices with monthly energy usage of no more than 100 kWh per device. Rate is available to customers having a minimum of ten (10) Internet device delivery points. This is an optional rate to general service customers upon request.

Monthly Rate:

Customer Charge	\$9.70 per un-metered account
Non-Fuel Base Charge at	2.278¢ per kWh
Fuel Charge:	See Sheet No. 5.010

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer Charge

Terms of Payment:

See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

Special Provisions:

1. The input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer’s Rated Efficiency}}$$

where, such above values are established by the Manufacturer.

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WI

Continued From Sheet No. 5.210

2. The total monthly kWh used for billing shall be

$$\text{Total Monthly kWh} = \frac{\text{Input Wattage} \times \text{number of Devices} \times 730}{1,000}$$

where, the number of devices is provided by the customer and the hours of operation are based on a standard of 730 hours.

3. The customer is required to notify OUC in writing by the 10th day of each month the (a) location, (b) in service date, and (3) manufacturer's wattage rating for each wireless Internet device. If for three of the past twelve months the customer does not provide the information by the 10th day, the customer shall be billed for \$300 plus \$7.50 for each device, the cost for an audit of OUC's system. Additionally, the customer shall be billed for any underestimated energy consumption.
4. If OUC performs an audit of the system and determines that any of the inputs for numbers 1 or 2 above are incorrect, the customer shall be billed for \$300 plus \$7.50 for each device and any underestimated energy consumption.

GSD-SEC

**GENERAL SERVICE DEMAND - SECONDARY ELECTRIC SERVICE
RATE SCHEDULE GSD-SEC**

Availability:

To any non-residential customer, where the measured monthly kW demand is equal to or exceeds 50 kW for three or more periods out of the twelve most recent billing periods. Also, at the option of the customer, to any customer with demands of less than 50 kW who agree to pay for service under this schedule for a minimum initial term of twelve consecutive billing periods.

Monthly Rate:

The customer may elect Option A or Option B pricing schedule as specified below. Option A and Option B have the same Customer Charge and Demand Charge but have different per kWh charges. Option A charges a flat rate per kWh for all consumption in the billing period. Option B charges different rates per kWh depending on the time and season during which the electricity is consumed. The pricing schedules for Options A and B are specified below.

Option A (Flat Rate):

Customer Charge	\$30.00
Demand Charge at	\$ 8.00 per kW
Non-Fuel Base Charge	3.101¢ per kWh

Fuel Charge: See Sheet No. 5.010

Option B (TOU Rate):

Customer Charge	\$30.00
Demand Charge at	\$ 8.00 per kW

<i>Winter</i>		<i>Summer</i>	
<u>Energy Charge</u>	<u>Base Charge</u>	<u>Energy Charge</u>	<u>Base Charge</u>
<u>(cents/kWh):</u>		<u>(cents/kWh):</u>	
On-Peak Period	3.444	On-Peak Period	4.597
Shoulder Period	3.321	Shoulder Period	3.506
Off-Peak Period	2.235	Off-Peak Period	2.913

Fuel Charge: See Sheet No 5.010

Election Process:

The customer must make the election of pricing schedules A or B. The customer will remain on the elected schedule for twelve (12) billing periods following the election. The election process will take place at the completion of every twelve billing periods following the initial election. The most recent elected option will serve as the default-pricing schedule for those customers that do not elect an option. Option A will be the default pricing schedule for the initial election. The customer may not change pricing schedules upon which to be billed prior to completion of the twelve (12) billing periods

Continued on Sheet No. 5.301

GSD-SEC

Continued From Sheet 5.300

On-Peak Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 7 a.m. to 10 a.m. and 6 p.m. to 9 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.

Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 1 p.m. to 6 p.m., excluding Memorial Day, Independence Day and Labor Day.

Shoulder Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 10 a.m. to 6 p.m., excluding Thanksgiving Day, Christmas Day and New Year's Day.

Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 11 a.m. to 1 p.m. and 6 p.m. to 8 p.m., excluding Memorial Day, Independence Day and Labor Day.

Off-Peak Period:

All hours of the year not covered by the On-Peak and Shoulder Periods.

Billing Demand:

The average maximum 15-minute kW demand measured during the billing period.

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW plus the charge for energy used.

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

GSD-SEC-T

**GENERAL SERVICE DEMAND - SECONDARY ELECTRIC SERVICE
OPTIONAL TIME OF DAY RATE
RATE SCHEDULE GSD-SEC-T**

Availability:

Available to customers that are subscribed under this tariff rate as of November 30, 1999, where the measured monthly KW demand is less than 1,000 KW for nine or more periods out of the twelve most recent billing periods. No other customers may elect service under this tariff. Customers subscribing to this tariff shall be required to remain on this rate for a minimum of twelve consecutive billing periods.

Terms of Service:

The customer will be required to sign a Commercial Electric Service Agreement with the GSD-SEC-T rate provision.

Monthly Rate:

Customer Charge	\$30.00		
Demand Charge:			
On-Peak Period	\$ 8.00 per kW		
		On-Peak Period	Off-Peak Period
		<u>cents/kWh</u>	<u>cents/kWh</u>
Non-Fuel Base Charge:		3.834	2.794
Fuel Charge:	See Sheet No. 5.010		

Billing Demand:

The average maximum 15-minute kW demand measured during the On-Peak period during the billing period.

On-Peak Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 6 am to 10 am and 6 p.m. to 10 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.

Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 12 noon to 9 p.m., excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak Period:

All hours of the year other than On-Peak Period.

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GSD-SEC-T

Continued From Sheet No. 5.310

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW plus the charge for energy used.

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

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GSD-PRI

**GENERAL SERVICE DEMAND - PRIMARY ELECTRIC SERVICE
RATE SCHEDULE GSD-PRI**

Availability:

To any non-residential customer, where the measured kW is equal to or exceeds 50 kW for three or more periods out of the twelve most recent billing periods. In addition, the customer owns and maintains all equipment, except metering equipment, necessary to take service at primary voltage and the service is metered at primary voltage.

Monthly Rate:

The customer may elect Option A or Option B pricing schedule as specified below. Option A and Option B have the same Customer Charge and Demand Charge but have different per kWh charges. Option A charges a flat rate per kWh for all consumption in the billing period. Option B charges different rates per kWh depending on the time and season during which the electricity is consumed. The pricing schedules for Options A and B are specified below.

Option A (Flat Rate):

Customer Charge \$75.00
 Demand Charge at \$ 7.50 per kW
 Non-fuel Base Charge 3.070¢ per kWh
 Fuel Charge: See Sheet No. 5.010

Option B (TOU Rate):

Customer Charge \$75.00
 Demand Charge at \$ 7.50 per kW

<i>Winter</i>		<i>Summer</i>	
Energy Charge <u>(cents/kWh):</u>	<u>Base Charge</u>	Energy Charge <u>(cents/kWh):</u>	<u>Base Charge</u>
On-Peak Period	3.410	On-Peak Period	4.551
Shoulder Period	3.288	Shoulder Period	3.471
Off-Peak Period	2.213	Off-Peak Period	2.884

Fuel Charge: See Sheet No. 5.010

Election Process:

The customer must make the election of pricing schedules A or B. The customer will remain on the elected schedule for twelve (12) billing periods following the election. The election process will take place at the completion of every twelve billing periods following the initial election. The most recent elected option will serve as the default-pricing schedule for those customers that do not elect an option. Option A will be the default pricing schedule for the initial election. The customer may not change pricing schedules upon which to be billed prior to completion of the twelve (12) billing periods.

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GSD-PRI

Continued From Sheet No. 5.400

On-Peak Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 7 a.m. to 10 a.m. and 6 p.m. to 9 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.
Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 1 p.m. to 6 p.m., excluding Memorial Day, Independence Day and Labor Day.

Shoulder Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 10 a.m. to 6 p.m., excluding Thanksgiving Day, Christmas Day and New Year's Day.
Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 11 a.m. to 1 p.m. and 6 p.m. to 8 p.m., excluding Memorial Day, Independence Day and Labor Day.

Off-Peak Period:

All hours of the year not covered by the On-Peak and Shoulder Periods.

Billing Demand:

The average maximum 15-minute kW demand measured during the billing period.

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service Tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW. Plus the charge for energy used.

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.

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SL

STREET LIGHT SERVICE RATE SCHEDULE SL

OUCONVENTIONAL LIGHTING SERVICE

Availability:

Anywhere within Orlando Utilities Commission's service area.

Applicability:

To any governmental agency with OUC or customer-owned fixtures used for the sole purpose of lighting public roadways.

To any non-governmental customer with four or fewer OUC-owned fixtures where the customer has paid the installation costs. In addition, for all fixtures installed prior to March 28, 2000, to any customer for the sole purpose of lighting roadways or other outdoor land use areas.

All fixtures must be operated by a photocell.

Poles and Fixtures must be of the type available under this rate schedule as listed in the table below.

Monthly Energy Rates:

Non-Fuel Energy 3.283¢ per kWh
Fuel Charge: See Sheet No. 5.010

Monthly Per Unit Charge:

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
Fluorescent	120	99	N/A	N/A
High Pressure Sodium				
Acorn w/pole	100	39	16.31	6.01
Acorn w/pole (differential paid)	100	39	2.37	6.01
Acorn w/pole (2)	100	39	12.39	6.01
Bollard	100	39	7.86	6.49
Cobra	100	39	2.37	3.95
Esplanade w/pole (no longer available for new installations as of 4-1-07)	100	39	20.29	6.27
Contemporary w/pole	100	39	5.55	4.78
Town and Country w/pole	100	39	5.80	4.89
Spherical w/pole (2)	100	39	8.00	5.96
Acorn w/pole	150	57	16.32	6.11
Acorn w/pole (2)	150	57	12.40	6.11
Cobra	150	57	2.22	3.86
Spherical w/pole (2)	150	57	8.01	6.06
Spherical w/pole (4)	150	57	7.37	6.06
Spherical w/pole (5)	150	57	7.10	6.06
Cobra	250	105	2.91	4.57
Flood	250	105	3.23	4.87
Interstate	250	105	6.79	5.90
Shoe Box w/pole	250	105	14.88	5.70
Shoe Box w/pole (2)	250	105	12.04	6.53
Cobra	400	163	2.94	4.61
Flood	400	163	3.23	4.99
Interstate	400	163	8.92	6.91
Shoe Box w/pole	400	163	17.13	6.49
Flood	1,000	356	4.20	7.05

Continued On Sheet No. 5.501

SL

Continued From Sheet No. 5.500

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
Metal Halide				
Lymmo w/pole (2)	100	39	N/A	11.44
Town and Country w/pole (differential paid)	100	39	2.37	9.85
Acorn w/pole (2)	175	70	11.96	9.32
Bollard	175	70	7.88	9.81
Esplanade w/pole (no longer available for new installations as of 4-1-07)	175	70	24.42	9.89
Lymmo w/pole (4)	175	70	N/A	9.80
Esplanade w/pole (no longer available for new installations as of 4-1-07)	250	101	21.13	10.04
Shoe Box w/pole	250	101	14.23	8.40
Cobra	400	156	3.74	5.56
Flood	400	156	3.28	5.37
Shoe Box w/pole	400	156	17.15	6.86
Shoe Box w/pole (differential paid)	400	156	3.74	6.86
Flood	1000	365	3.98	9.48
Mercury Vapor (no longer available for new installations as of 10-1-96)				
Cobra	175	70	2.36	3.92
Contemporary	175	70	5.54	4.96
Spherical w/pole (2)	175	70	9.73	6.14
Cobra	400	154	2.92	4.65
Arena Traffic Arrows	N/A	4	N/A	N/A
Round-About Lights	N/A	13	N/A	N/A
Round-About Lights	70	29	N/A	14.31
Sidewalk Telephones	N/A	30.49	N/A	N/A
Arena Gateway Lighting	N/A	420	N/A	N/A

Pole	Height	Investment Per Unit
Aluminum	20	\$10.00
Aluminum	30	15.55
Aluminum	33	10.04
Aluminum	35	10.04
Aluminum	38	10.04
Aluminum	40	14.44
Aluminum	45	14.44
Concrete	30	5.30
Concrete	35	5.46
Concrete	40	5.74
Concrete	45	6.20
Concrete	50	5.52
Fiberglass	20	3.92
Spun Aluminum	33	8.85
Steel	17	4.75
Steel	35	15.54
Wood	30-60	3.36

Continued On Sheet No. 5.502

SL

Continued From Sheet No. 5.501

INTERSTATE 4			
Pole	Height	Investment per Unit	Maintenance per Unit
Pole Maintenance			\$108.33

INTERSTATE 4				
Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
High Pressure Sodium Wall Pack/Stem Light	100	39	N/A	\$7.66
Shoe Box	150	57	4.89	8.02
Cobra	250	105	4.21	7.80
Shoe Box	250	105	4.89	8.08
Cobra	400	163	N/A	7.45
High Mast	1000	356	8.52	11.53
Low Pressure Sodium Stem	55	149	N/A	10.14
Metal Halide Shoe Box w/pole	400	156	N/A	10.20
Mercury Vapor (no longer available for new installations as of 10-1-96)				
Sign Lighting	175	70	N/A	N/A
Sign Lighting	250	154	N/A	N/A

OUCONVENIENT LIGHTING SERVICE

Availability:

Anywhere within Orlando Utilities Commission's charter boundaries.

Applicability:

To any customer not governed by the Applicability of OUConventional Lighting Service as described on Sheet No. 5.500.

Monthly Energy Rates:

Monthly Energy Charge: The monthly energy charge will be calculated based on one of the following criteria. If the lights are operated by a photoelectric control, the estimated kWh for each lamp will be applied to the standard energy and fuel charges utilized in the applicable Conventional Lighting Service. If the Customer has control of the lights operation, the consumption of the lighting system will be metered. The monthly kWh consumption will then be applied to the applicable electric rate effective at that time.

Continued On Sheet No. 5.503

SL

Continued From Sheet No. 5.502

Monthly Per Unit Charges:

The monthly charges for OUConvenient Lighting service will be calculated for each Customer based on the following criteria:

Monthly Equipment Charge: The monthly charge for the use of all lighting equipment installed for the customer will be determined by a factor of the total installation cost of said lighting equipment. The monthly charge for poles and fixtures will be the total installed cost of the poles and fixtures multiplied by the factor listed in Table 1 below.

TABLE 1

CLASS		POLE/FIXTURE
SL1	For all private lighting where a homeowners' association will preside, all non-roadway lighting for governmental entities and for commercial customers with outdoor lighting projects with 100 or more lights.	0.998%
SL2	For all private projects 5-99 lights.	1.280%
SL3	For all sports lighting. Closed to new customers as of 10-1-08	1.349%
SL4	Long term sports lighting.	0.944%

Monthly Maintenance Charge: The monthly maintenance charge will be determined based on the type of fixture and lamp the customer has selected. This charge is designed to recover the estimated costs for required maintenance of the fixtures and lamps for the Contract Term.

Special Provision:

The customer will be required to sign the applicable Service Agreement for Lighting Service or a Service Agreement for Lighting Maintenance Service with OUC.

OTHER APPLICABLE CHARGES

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service Tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

TERMS OF PAYMENT

A late charge of 1.5% or a minimum of \$3.00 will be charged on all past due balances for non-government accounts. Bills are due and payable upon receipt and become past due on the date indicated on each bill. The past due date is approximately 18 days after the date of mailing the bill. Actual disconnection of the service takes place approximately 19 days after the past due date if the account is still unpaid.

SS

STANDBY SERVICE RATE SCHEDULE SS

“Standby Service” refers to electric energy and capacity supplied by OUC to supplement and/or replace energy or capacity ordinarily generated by the Customer’s own generation equipment during periods of scheduled maintenance or unscheduled outages. Both firm and non-firm Standby Service is offered by OUC through this tariff as specified below.

Availability:

Available to any point of delivery in the OUC service territory and to any Customer who is or would otherwise be taking electricity service through standard tariffs offered by OUC.

Applicability:

Standby Service is applicable to residential and non-residential Customers where all or part of the Customer’s electrical requirements is supplied by a generation source, other than OUC, which is located on the Customer’s premises. Customer class will remain consistent with the “Otherwise Applicable Rate Schedule”.

Service Agreement Requirement:

Customers wishing to connect their facilities to on-site generation must execute a Standby Service Agreement (SSA) with OUC no less than sixty(60) days prior to the date on which that on-site generation will first be operated to produce any electricity. The execution of a SSA does not supercede any pre-existing service agreement executed by the Customer with OUC.

Character of Service:

Alternating Current, 60 cycle, single or three-phase, at the Utility’s standard available voltages.

Metering Requirements:

Depending on the services provided, and the configuration of the Customer and OUC interconnection, the following types of meters may be required as part of receiving standby service.

System Usage Meter: The meter(s) located at the Point of Delivery between the OUC electric system and the Customer’s electric system that measure the amount of electricity that the Customer receives from and through the OUC electric system in each billing interval. The billing interval is defined as the time interval over which energy or/and demand is integrated and recorded under the Applicable Service Classification.

On-Site Generator (OSG) Meter: OUC shall also furnish and install one or more interval meter(s) for the purpose of measuring the output of each and all on-site generation facilities connected to OUC’s electric system, regardless of whether such generators are operated in parallel with OUC’s generation or are isolated for stand-alone operation with standby service provided by OUC. The Customer’s OSG Meter(s) will be synchronized or totalized with the measurements recorded on the same basis as the Customer’s System Usage Meter(s) and the Customer’s Credit Meter(s) (if any).

Otherwise Applicable Rate Schedule:

“Otherwise Applicable Rate Schedule” refers to the rate schedule under which the Customer would be receiving electricity service from OUC if the Customer were not qualified for service under the Standby Service Tariff.

Continued On Sheet No. 5.701

SS

Continued From Sheet No. 5.700

Calculation of Customer Bill:

The Customer bill for the current billing month will be the sum of (i) the Customer charge; (ii) the billing kW times the demand charge; and, (iii) the billing kWh times the energy charge for each applicable time period defined below.

Billing kW: The monthly billing kW for Standby Service will be the totalized average maximum 15-minute kW demand from the System Usage Meter and the OSG Meter for the current billing month.

Billing kWh: The monthly billing kWh for Standby Service is the metered kWh from the System Usage Meter for the current billing month.

Time of Use Periods:

The Standby Service Customer will be billed for energy according to time-of-use periods defined below.

On-Peak Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 7 a.m. to 10 a.m. and 6 p.m. to 9 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.

Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 1 p.m. to 6 p.m., excluding Memorial Day, Independence Day and Labor Day.

Shoulder Period

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 10 a.m. to 6 p.m., excluding Thanksgiving Day, Christmas Day and New Year's Day.

Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 11 a.m. to 1 p.m. and 6 p.m. to 8 p.m., excluding Memorial Day, Independence Day and Labor Day.

Off-Peak Period

All hours of the year not covered by the On-Peak and Shoulder Periods.

Gross Receipts Tax:

In accordance with Section 203.01 of the Florida Statutes a gross receipts tax is applicable to electric sales charges.

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service Tax outside the city. The Municipal Utility Tax and the Orange County Public Service Tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Charge:

The Minimum Monthly Charge will be the Customer Charge plus the Demand Charge as defined above.

Terms of Payment:

See "Terms of Payment" on Sheet No. 5.600.

Terms of Service:

A Customer taking Standby Service must apply and enter into a SSA with OUC for a minimum of 36 months. The Customer must provide, at no expense to OUC, telephone lines to all meters at the facilities subscribed under this tariff. Not Available for resale service.

Continued On Sheet No. 5.702

SS

Continued From Sheet No. 5.701

Firm Standby Service

Electric service that is available on a continuous basis to meet the Customer’s total electricity requirements.

Firm Standby Electric Rates				
Description	Secondary Service			Primary Service
	RES	GSND	GSD	GSD
Customer Charge	\$22.24	\$26.08	\$41.43	\$87.40
Demand Charge (\$/kW)	\$11.44	\$11.70	\$17.56	\$16.88
Base Energy Charges (¢/kWh)				
Winter Period:				
Peak Charge	0.771	0.772	0.773	0.765
Shoulder Charge	0.743	0.744	0.745	0.738
Off-Peak Charge	0.500	0.501	0.502	0.497
Summer Period:				
Peak Charge	1.029	1.030	1.032	1.022
Shoulder Charge	0.785	0.786	0.787	0.779
Off-Peak Charge	0.652	0.653	0.654	0.647

Non-Firm Standby Service

Electric service that can be interrupted to permit OUC to continue to meet its firm retail service load.

NON-FIRM STANDBY ELECTRIC RATES				
Description	Secondary Service			Primary Service
	RES	GSND	GSD	GSD
Customer Charge	\$30.86	\$34.70	\$50.05	\$96.02
Demand Charge (\$/kW)	\$ 4.65	\$ 4.78	\$ 6.42	\$ 5.86
Base Energy Charges (¢/kWh)				
Winter Period:				
Peak Charge	4.765	4.764	3.862	3.824
Shoulder Charge	4.595	4.594	3.724	3.687
Off-Peak Charge	3.092	3.092	2.506	2.481
Summer Period:				
Peak Charge	6.360	6.359	5.155	5.103
Shoulder Charge	4.850	4.849	3.931	3.892
Off-Peak Charge	4.030	4.029	3.266	3.234

Fuel Charge:

See Sheet No. 5.010 - OPTION B - Time of Use Rates

RESERVED FOR FUTURE USE

GSD-CR

GENERAL SERVICE DEMAND CURTAILABLE RIDER

Availability:

To customers receiving service under rate schedules GSD-SEC or GSD-PRI and where the measured monthly kW demand is 500 kW or more for twelve consecutive billing periods ending with the current billing period and the customer agrees to curtail 200 kW or more of electric use upon request of OUC and meet the special provisions of this schedule.

Conditions:

Electric service, at a minimum, is curtailable during any time period that electric power and energy from OUC's available generation, transmission and distribution resources are required to maintain service to OUC's firm power customers. Curtailment times are set forth in special provision No. 3 of this Rate Schedule. OUC will not make off system purchases during curtailment periods to maintain service to curtailable loads. Conditions of service are more fully defined under Special Provisions of this Rate Schedule.

Monthly Rate:

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Customer Charge	\$140.00
Curtailable Demand Credit	\$2.85 per kW

Curtailable Demand Credit:

The curtailable demand credit shall apply to the difference, if any, between the current billing demand and the contracted non-curtailable demand determined in accordance with special provision No. 2 of this rate.

Minimum Bill:

The minimum bill as defined by the applicable rate schedule less the curtailable demand credit if any.

Special Provisions:

1. As used in this Rate Schedule the term "Period of Requested Curtailment" shall mean a period for which OUC has requested curtailment. The number of requests may not exceed more than one in a 24 hour period or more than 350 total hours in twelve billing periods. A single period of requested curtailment may extend to 8 hours.
2. Under the provisions of this rate, OUC will require a Curtailable Service Agreement with the Customers. The initial Non-Curtailable Demand shall be specified in the Agreement and shall be based on specifications for power requirements supplied to OUC by the Customer. If, after commencement of service, the customer's load increases, the non-curtailable demand can be increased, upon request of the customer, as long as the amount being curtailed is equal to or greater than the contracted curtailable load. If after commencement of service, a lower demand is established during a period of requested curtailment, the Non-Curtailable Demand will be reduced to the lower level in future billing periods upon request of the Customer.

Continued On Sheet No. 5.801

GSD-C

Continued From Sheet No. 5.800

3. As an essential requirement for receiving the Curtailable Demand Credit provided under this Rate Schedule, a Customer shall be strictly responsible for the curtailment of his power requirements to no more than his Non-Curtailable Demand upon each request of OUC. OUC will have the right to test the customer's ability to curtail as contracted. OUC will specify "This Is A Test". Test curtailment periods will not exceed 90 minutes from initial curtailment request. Test requests will occur once a quarter. If a test is requested and the customer is unable to curtail as contracted, the penalty described in Special Provision No. 5 will apply.
4. A Customer will be deemed to have complied with his curtailment responsibility if the maximum 15-minute kW demand established during each period of requested curtailment does not exceed his Non-Curtailable Demand and he has reached that level within 30 minutes of receiving the request.
5. If the maximum 15-minute kW demand established during any period of requested curtailment exceeds the Customer's Non-Curtailable Demand, the Customer will be billed for 125% of the Curtailable Demand Credit attributable to the amount of such excess demand in each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve billing periods.
6. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.

PV-CR

PILOT SOLAR PHOTOVOLTAIC CREDIT PROGRAM RIDER RATE SCHEDULE PV-CR

Availability

This rate, offered as a pilot program, is available anywhere within Orlando Utilities Commission's service area.

Applicability

Applicable, upon request, to eligible customers in conjunction with standard applicable rates. A photovoltaic ("PV") system is a solar electric generating system which contains solar PV panels, batteries (optional), a Static Power Converter (Inverter), wiring, fuses, conduit, circuit breakers, etc., as described in IEEE 1547 in order to produce electricity. This pilot program is available to the first 600 kW of Residential PV generation and the first 2,000 kW of General Service PV generation.

PV Energy Production Credit

The customer will receive a monthly credit of 5.0 cents per kWh for the production of solar energy as recorded by the meter installed on the customer's PV system.

Billed Energy

The billed energy (kWh) applied to the applicable standard tariff energy rate shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the customer's PV system.

Special Provisions

1. A customer taking the Photovoltaic Energy Production Credit Rider must apply and enter into a RSSA or CSSA agreement, as applicable, and complete an Interconnection Agreement for PV systems with OUC. Commencement of this rider will occur once the customer has executed the agreement and the system installation has been inspected and approved by OUC.
2. OUC shall furnish and install at its expense such metering facilities, as OUC shall deem appropriate to measure the total amount of renewable energy produced by the customer's PV system.

TH-CR

PILOT SOLAR THERMAL CREDIT RIDER RATE SCHEDULE TH-CR

Availability

This rate, offered as a pilot program, is available to any non-residential customer anywhere within Orlando Utilities Commission's (OUC) electric and water service area.

Applicability

Applicable, upon request, to eligible customers in conjunction with standard applicable rates. A Solar Thermal system is a device which contains solar panels that allows heat exchange to occur between a liquid moving through the solar panel and into a thermal storage tank via piping as described by the Solar Ratings and Certification Corporation (SRCC) in order to produce hot water. This pilot program is available to the first 2,000 kW of General Service solar thermal generation capacity.

Solar Thermal Energy Production Credit

The customer will receive a monthly credit of 3.0 cents per kWh equivalent for the production of solar energy as recorded by the meter installed on the customer's thermal system.

Special Provisions

1. A customer taking the Solar Thermal Energy Production Credit Rider must apply and enter into a CSSA agreement, as applicable, with OUC. Commencement of this rider will occur once the customer has executed the agreement and the system installation has been inspected and approved by OUC.
2. At its own expense OUC shall furnish to a licensed contractor such metering facilities, as OUC shall deem appropriate to measure the total amount of renewable energy produced by the customer's solar thermal system.
3. All other provisions of the otherwise applicable rate schedule will apply to customers served under this rider.

TMR

TOTALIZED METERING RIDER RATE SCHEDULE TMR

Availability:

To customers whose services when totalized are eligible for rate schedules GSD-SEC or GSD-PRI, where the measured monthly totalized demand is equal to or exceeds 1,000 kW for three or more periods out of the twelve most recent billing periods and meet the special provisions of this schedule. In addition, to customers whose services were totalized prior to October 1, 2002.

Rate Per Month:

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Administration Charge	\$200.00
Channel Charge	\$ 25.00 per channel

<u>Demand Charges</u>	<u>Secondary</u>	<u>Primary</u>
Sum of Channel Demands	\$ 6.42 per kW	\$ 5.86 per kW
Totalized Demand	\$ 1.58 per kW	\$ 1.64 per kW

Billing Demand:

Sum of Channel Demands: The sum of the average maximum 15-minute kW demand measured during the billing period for each channel of the totalized service.

Totalized Demand: The average maximum 15-minute kW demand recorded during the billing period for the totalized service.

Definition of Channel:

Each meter of the totalized service is considered a channel.

Special Provisions:

1. The customer must sign a Commercial Electric Service Agreement.
2. At its own expense, the customer must provide access to telephone lines for all meters at the facilities subscribed under this schedule. If on a temporary basis of three or fewer consecutive months, such telephone lines are unavailable, customer will be charged a Manual Read or Totalizers Charge (see Sheet No. 3.050). Unavailability for four or greater consecutive months will result in non-compliance of this special provision.
3. The customer will be required to make a non-refundable contribution for the additional cost to OUC for any metering or metering infrastructure equipment necessary for totalization.
4. The customer's facilities subscribed under this schedule must be operated under the same name and in a campus environment defined as contiguous properties not bisected by public roadways.
5. For customers enrolled after October 1, 2002, where the measured monthly kW demand for each channel is equal to or exceeds 200 kW for three or more periods out of the twelve most recent billing periods.
6. All channels of the totalized service must be served entirely at secondary voltage or entirely primary voltage.
7. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.

RE

RENEWABLE ENERGY PROGRAM RIDER RATE SCHEDULE RE

Availability

This rate is offered as a program available to any OUC retail residential or commercial non-demand customer.

Applicability

Applicable, upon request, to eligible customers in conjunction with standard rates. Customer billing will start on the next billing cycle following receipt of the service request.

Character of Service

Customers may purchase 200-kWh blocks of renewable energy produced at or acquired from facilities using biomass fuel, wind generation, photovoltaic generation, and/or other renewable energy sources. Renewable Energy customers will be served from the existing OUC electrical system. The renewable energy may not be delivered directly to the customer, but will displace energy that would have otherwise been produced from traditional fossil fuel or nuclear generation resources.

Monthly Rate

Type I:

\$5.00 per month for each 200-kWh block of Blended Renewable Energy purchased in addition to charges applied under otherwise applicable rate schedules.

Type II:

\$10.00 per month for each 200-kWh block of 100% Solar Energy purchased in addition to charges applied under otherwise applicable rate schedules.

Term of Service

Service under Rate Schedule RE shall be for a minimum of one (1) billing period.

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<u>Description</u>	<u>Sheet No.</u>
Blank Bill	6.010
Payment Receipt	6.030
Curtable Service Agreement	6.040 – 6.042
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Commercial Electric Service Agreement with GSD1 - TOU Discount Provision <u>(Closed to new customers as of January 2002)</u>	6.080 – 6.085
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Interconnection Agreement for Small PV System 20 kW or Less	6.500 – 6.502
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Service Agreement for Lighting Service	6.700 – 6.712
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BLANK BILL EXAMPLE

RESERVED FOR FUTURE USE

PAYMENT RECEIPT EXAMPLE

**SERVICE AGREEMENT FOR
SPORTS LIGHTING SERVICE
(CLOSED TO NEW CUSTOMERS AS OF JANUARY 1, 2008)**

This Agreement is entered into this _____ day of _____, 2001, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "OUC") and _____, (hereinafter "CUSTOMER" whose address _____, for the provision of Lighting Service as more particularly set forth below.

SECTION 1– OUC AGREES:

1. OUC in accordance with the rates, terms and provisions of OUC's Rate Schedule set forth in Exhibit 1 shall install, provide and maintain Lighting Service as set forth in Exhibit 1.
2. OUC shall annually deliver notice to the Customer of changes to those rates set forth in Exhibit 1.

SECTION 2– THE CUSTOMER AGREES:

1. To purchase from OUC all of the electric energy used for the operation of the Lighting Service.
2. To be responsible for paying, when due, all bills rendered by OUC pursuant to OUC's Lighting Rate Schedule set forth in Exhibit 1 for facilities and service provided in accordance with this agreement.
3. Be responsible for trimming trees that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.

SECTION 3– THE PARTIES MUTUALLY AGREE:

1. OUC, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
2. Installation shall be made per a schedule when, in the judgment of OUC, the location and the type of the facilities are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance.

**SERVICE AGREEMENT FOR
LIGHTING SERVICE
(CLOSED TO NEW CUSTOMERS AS OF JANUARY 1, 2008)**

This Agreement is entered into this _____ day of _____, 2005, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "OUC") and _____, (hereinafter "CUSTOMER") whose address is _____, for the provision of Lighting Service as more particularly set forth below.

SECTION 1—OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the lighting service equipment listed in Exhibit 1 ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").
- 1.2. Bill CUSTOMER for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2—THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

Continued on Sheet No. 6.151

Continued From Sheet No. 6.150

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.
- 4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a "Force Majeure Event"). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.

Continued on Sheet No. 6.152

Continued From Sheet No. 6.151

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be impose upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

Continued on Sheet No. 6.153

Continued From Sheet No. 6.152

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

- 5.1 Term: The initial term of this Agreement (the “Term”) shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full compliment of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.
- 5.2 Effective Date: The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year’s rate, exclusive of fuel charges.
- 5.4 Termination: The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC’s general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC’s ability to issue tax exempt bonds. Any such termination shall be made by 30 days’ prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

SECTION 6: GOVERNING LAW

The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

Continued on Sheet No. 6.154

Continued From Sheet No. 6.153

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

(CUSTOMER)

Federal ID# _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as identification. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet No. 6.155

Continued From Sheet No. 6.154

ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek
Title: General Manager & CEO

Date: _____

ATTEST: By: _____

Name: Sharon L. Knudsen
Title: Assistant Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet No. 6.156

Continued From Sheet No. 6.155

EXHIBIT 1

LIGHTING SERVICE FEES

Rate Per Month:

The monthly charge for Lighting Service shall consist of the sum of the following items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

Monthly Lighting Service Charge**	\$0.00
-----------------------------------	--------

**Fuel and Energy Charges are normally revised every twelve months

Additional Charges:

Tax charges may also apply and may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%), exclusive of fuel charges.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

Lighting Equipment:

(20) 400 watt metal halide shoebox fixtures

(10) tenon top 35 feet concrete poles

All associated poles, fixtures, parts, wires, conduit, junction boxes, photocells, controllers, and bases

(Delete whichever does not apply below and remove parenthesis)

(The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN

(All at once)

(The Lighting Equipment shall be installed in phases. Billing shall commence with the amount being proportional to the number of lights installed and energized, and also to the installed infrastructure within each phase. The term shall commence upon receipt of a bill encompassing the total number of lights within each phase.)

Continued on Sheet No. 6.157

Continued From Sheet No. 6.156

EXHIBIT 1 (CONTINUED)

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: _____

Premise Number: _____

Work Request No: _____

RSSA

**RESIDENTIAL SOLAR SERVICE AGREEMENT (RSSA)
CUSTOMER-SITED SOLAR SYSTEMS**

This Agreement is made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between the Orlando Utilities Commission (“OUC” or “Company”), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and _____ (“Customer”), whose electric service address is _____, (the “Service Address”).

1. **REPRESENTATIONS.** The Customer makes the following representations:
 - a) Customer owns the home and solar system(s) at the Service Address set forth above.
 - b) The solar photovoltaic system(s) for consideration under this agreement is/are:
Size: _____ KW (DC capacity)
2. **PURCHASE AND SALE.** To support the local production of renewable energy, OUC desires to purchase and Customer agrees to sell all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, “green tags”, carbon offsets, or other tradable environmental interests (collectively “Environmental Attributes”) generated by the solar system(s) at the Service Address. An Environmental Attribute is created for every one thousand kilowatt-hours of energy that is produced from a renewable resource such as solar energy. The Environmental Attributes are separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.
3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill (“Bill Date”) where the Purchase and Sale of Environmental Attributes have been initiated. This Agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The Agreement may also be terminated if the customer moves out of the premise and therefore closes the account with OUC.
4. **PURCHASE PRICE.** The price for the Environmental Attributes shall be a payment based on OUC’s receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company’s Electric Tariff (Pilot Solar Photovoltaic Credit Program Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.

Customer initial: _____

Continued On Sheet No. 6.301

RSSA

Continued From Sheet No. 6.300

5. TERMS AND CONDITIONS.

- a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
- b) The Customer must receive electric power from OUC and maintain an account in the Customer's name throughout the term of this Agreement.
- c) The Customer must provide OUC with a copy of the electrical one-line diagram for the PV system.
- d) The Gross Power Rating of the PV system shall not exceed two (2) megawatts as defined in Appendix A (F.A.C. 25-6.-65).
- e) The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC's interconnection requirements.
- f) If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the Customer's energy consumption as shown on the next billing cycle as set forth in the Company's Net Metering for Customer Owned Renewable Generation Tariff on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer's PV system.
- g) If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC's distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Credit Program Rider, but on the otherwise applicable tariff rate.
- h) The Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement.
- i) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- j) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).

Customer initial: _____

Continued On Sheet No. 6.302

RSSA

Continued From Sheet No. 6.301

- k) Customer shall indemnify, defend, and hold OUC, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the Solar system or any component equipment of the system.
- l) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.
- m) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.
- n) Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and meet the reporting requirements of the FPSC Rule 25-6.065.
- o) Customer acknowledges that as a Municipal Utility, OUC is required to provide public information on the location and size of the solar system(s) to both public and private entities upon written request unless the solar customer is otherwise exempt.
- p) OUC will own, read, and maintain the solar system(s) meter(s).
- q) Customer hereby grants to OUC, its employees, agents, and contractors a non-exclusive license of free access to all areas where solar system meter(s) are installed for any purpose necessary or appropriate to allow OUC to exercise any rights secured to or performance of any obligations imposed by this Agreement.

I acknowledge that I have read the above explanation and understand the content of this agreement.

Customer Signature

Effective Date

This document must be completed and signed by the person whose name is on the OUC account.

Customer initial: _____

CSSA

COMMERCIAL SOLAR SERVICE AGREEMENT (CSSA) CUSTOMER-SITED SOLAR SYSTEMS

This Agreement is made and entered into this ___ day of ___, 20___, (“Effective Date”) by and between the Orlando Utilities Commission (“OUC” or “Company”), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and _____ (“Customer”), whose electric service address is _____, (the “Service Address”).

1. **REPRESENTATIONS.** The signatories hereto individually and collectively make the following representations:
 - a) They are individually authorized and competent to sign this Agreement, and that they have read the Agreement and agree to be bound by its terms.
 - b) Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address, and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.
 - c) The solar system(s) for consideration under this agreement is/are:
 - Solar Photovoltaic System
Size: _____ KW (DC capacity)
 - Solar Thermal Water Heating System
Size: _____ Sq. Ft. (Collector)
 - d) OUC shall provide customer with a one-time solar thermal meter credit of two-hundred-fifty dollars (\$250) to offset the cost of installing each BTU meter.
2. **PURCHASE AND SALE.** On the terms and subject to the conditions set forth in this Agreement, the Customer agrees to sell and OUC agrees to purchase from Customer all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, “green tags”, carbon offsets, or other tradable environmental interests (collectively “Environmental Attributes”) generated by the solar system(s) at the Service Address. An Environmental Attribute is separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.
3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill (“Bill Date”) where the Purchase and Sale of Environmental Attributes have been initiated. This agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms.

Continued On Sheet No. 6.401

CSSA

Continued From Sheet No. 6.400

- 4. PURCHASE PRICE.** The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Pilot Solar Photovoltaic Credit Program Rider and/or Pilot Solar Thermal Credit Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.
- 5. TERMS AND CONDITIONS**
- a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
 - b) The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.
 - c) For Solar Photovoltaic (PV) Systems:
 - c1. The Customer must receive electric power from OUC.
 - c2. The PV system shall be no larger than one (1) megawatt, nameplate direct current (DC) output capacity.
 - c3. The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC's interconnection requirements.
 - c4. If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the customer's energy consumption as shown on the next billing cycle as set forth in the Company's Net Metering for Customer Owned Renewable Generation tariff or other tariffs on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer's PV system.
 - c5. If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC's distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Rider, but on an otherwise applicable tariff rate.
 - d) For Solar Thermal Water Heating Systems:
 - d1. Solar thermal water heating systems must be used for potable water heating.
 - d2. Solar pool water heating systems are excluded under this agreement.
 - e) OUC shall purchase and own all Environmental Attributes produced by the solar system(s), and the Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement. Upon the customer request to terminate this agreement under section 3, OUC shall have the right of first refusal with respect to any and all bona fide offers to purchase Environmental Attributes and agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by Customer of a bona fide offer.

Continued On Sheet No. 6.402

CSSA

Continued From Sheet No. 6.401

- f) This Agreement is assignable by Customer to any subsequent purchaser of the Service Address, pursuant to section 5(q) below.
- g) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- h) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).
- i) Customer shall indemnify, defend, and hold OUC, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the Solar system or any component equipment of the system.
- j) This Agreement and the terms contained in the Agreement shall be binding and enforceable against the parties for as long as the Agreement remains in effect.
- k) If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, parties specifically agree to be responsible for their own attorney's fees and costs, whether incurred at trial or on appeal unless awarded as part of any settlement or judgment. Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
- l) The parties agree that a cause of action for breach of any provision of this Agreement shall not accrue with regard to statutory time limitations until the non-breaching party actually discovers the breach.
- m) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.
- n) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.
- o) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, and shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Customer is released from any and all future liability under this Agreement upon its assignment.
- p) By executing this Agreement, Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer under this Agreement to other Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of Environmental Attributes for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and to meet the reporting requirements of FPSC Rule 25-6.065.

Continued On Sheet No. 6.403

CSSA

Continued From Sheet No. 6.402

- q) OUC will own, read, and maintain the solar system(s) meter(s).
- r) Customer hereby grants to OUC, it's employees, agents, and contractors a non-exclusive license of free access to all areas where solar system meter(s) are installed for any purpose necessary or appropriate to allow OUC to exercise any rights secured to or performance of any obligations imposed by this Agreement.

IN WITNESS WHEREOF, Customer and OUC, executed this Agreement _____ this day of _____ 20 ____.

CUSTOMER CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Continued On Sheet No. 6.404

CSSA

Continued From Sheet No. 6.403

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____. by _____ . He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

By: Sharon L. Knudsen
Title: Assistant Secretary

By: Kenneth P. Ksionek
Title: General Manager and CEO

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by KENNETH P. KSIONEK, as General Manager & CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Form of Execution of the foregoing Agreement is hereby approved:

By: _____
Attorney for OUC

**EXHIBIT A INTERCONNECTION APPLICATION AND COMPLIANCE FORM
FOR RENEWABLE GENERATION SYSTEMS UP TO 2 MW**

A. APPLICANT INFORMATION

Name: _____ OUC Account No.: _____
 Mailing Address: _____
 City, State & Zip: _____
 Street Address (if different from above): _____
 City, State & Zip: _____
 Daytime Phone: _____ Fax: _____ Email: _____

B. RENEWABLE GENERATION SYSTEM

System Name/Model: _____
 Gross Power Rating _____ Watts
 List Manufacturer/Model No. for: _____
 Interconnecting Equipment: _____ Batteries (if applicable): _____
 System Location: _____ Interconnecting Equipment Location: _____
 AC Disconnect Location: _____

C. INSTALLATION CONTRACTOR INFORMATION

Installation Contractor Name: _____ FL License No.: _____
 Address: _____
 City, State & Zip: _____
 Daytime Phone: _____ Fax: _____ Email: _____
 Proposed Installation Date: _____

D. HARDWARE AND INSTALLATION COMPLIANCE

1. The system hardware has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in Part B, Subsection 1 of Appendix A.
2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems and the 2005 National Electrical Code (NEC).
3. The system installation has been permitted and passed inspection.

Signed (Contractor): _____ Date: _____
 Name (Print): _____ Company: _____

E. OWNER ACKNOWLEDGEMENT

I have been given system warranty information, and an operation manual. I have read and agree to comply with OUC's Interconnection Requirements attached herein as Appendix A. Also, I have been instructed in the operation of the system.
 Signed (Owner): _____ Date: _____

F. UTILITY APPROVAL

1. Satisfies OUC Interconnection Requirements
 OUC Representative Name (Print): _____
 OUC Representative Signature: _____ Date: _____
2. Satisfies Code Requirements
 Inspector Name (Print): _____
 Inspector Signature: _____ Date: _____

EXHIBIT A INTERCONNECTION APPLICATION AND COMPLIANCE FORM FOR PHOTOVOLTAIC SYSTEMS UP TO 2 MW

A. APPLICANT INFORMATION

Name: _____ OUC Account No.: _____
 Mailing Address: _____
 City, State & Zip: _____
 Street Address (if different from above): _____
 City, State & Zip: _____
 Daytime Phone: _____ Fax: _____ Email: _____

B. PHOTOVOLTAIC INFORMATION

System Name/Model: _____
 Array DC Power at STC _____ Watts
 List Manufacturer/Model No. for:
 Modules: _____ Inverter: _____ Batteries (if applicable): _____
 System Location: _____ Inverter Location: _____
 AC Disconnect Location: _____

C. INSTALLATION CONTRACTOR INFORMATION

Installation Contractor Name: _____ FL License No.: _____
 Address: _____
 City, State & Zip: _____
 Daytime Phone: _____ Fax: _____ Email: _____
 Proposed Installation Date: _____

D. HARDWARE AND INSTALLATION COMPLIANCE

1. The system hardware is in compliance with Underwriters Laboratories (UL) Standard 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems and UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels, and IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.
2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems and the 2005 National Electrical Code (NEC).
3. The system installation has been permitted and passed inspection.

Signed (Contractor): _____ Date: _____
 Name (Print): _____ Company: _____

E. OWNER ACKNOWLEDGEMENT

I have been given system warranty information, and an operation manual. I have read and agree to comply with OUC's Interconnection Requirements attached herein as Appendix A. Also, I have been instructed in the operation of the system.
 Signed (Owner): _____ Date: _____

F. UTILITY APPROVAL

1. Satisfies OUC Interconnection Requirements
 OUC Representative Name (Print): _____
 OUC Representative Signature: _____ Date: _____
2. Satisfies Code Requirements
 Inspector Name (Print): _____
 Inspector Signature: _____ Date: _____

Continued From Sheet No. 6.500

APPENDIX A
INTERCONNECTION REQUIREMENTS FOR ALL
RENEWABLE GENERATION SYSTEMS UP TO 2 MW

A. Definitions

1. “Customer-owned renewable generation system” (RGS) means an electric generating system located on a customer’s premise that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy. The term “customer-owned renewable generation” does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third-party.
 - a. Tier 1 is a system with a rating of 10 kW or less.
 - b. Tier 2 is a system with a rating of greater than 10 kW and less than or equal to 100 kW.
 - c. Tier 3 is a system with a rating of greater than 100 kW and less than or equal to 2 MW.
2. “Renewable energy”, as defined in Section 377.803, Florida Statutes, means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.
3. Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1000 watts/m² solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.
4. Inverter, also referred to as a power conditioner, is a dc to ac device that converts PV energy to ac energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding.
5. “Gross Power Rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generating system that will be interconnected to and operate in parallel with the utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

B. Standards and Codes

1. Inverters, PV Modules and Panels
 - a. Inverter(s) must be listed and in compliance with Underwriters Laboratories (UL) Subject 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of the UL 1741 standard will be, by definition, “non-islanding” inverters and will comply with the IEEE 1547-2003 interconnection standard.
 - b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2003), upon loss of sensed voltage, is required. This is verified with on-site testing.

Continued On Sheet No. 6.502

Continued From Sheet No. 6.501

- c. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
 - d. PV modules must be in compliance with IEEE Standard 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules (or, equivalently, IEC 61215).
 2. System Installation. Customer certifies that the RGS installed shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
 - d. 2005 National Electric Code, all relevant articles (or subsequent revisions) and local building codes
 3. GPR
 - a. The GPR shall not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
 - b. It is the Customer's responsibility to notify OUC of any change to the GPR by submitting a new Interconnection Application and Compliance Form specifying the modifications at least 30 days prior to making the modifications.
 4. OUC Inspection and Approval.
 - a. Customer shall have the installed RGS inspected and approved by the appropriate local code authorities having jurisdiction. OUC reserves the right to require the Customer to provide proof of this inspection and approval.
 - b. Prior to operation, OUC reserves the right to inspect the RGS installation to ensure compliance with the standards and codes noted in the previous sections. If OUC chooses to exercise this option, it agrees to inspect and, if the system is in compliance, provide written approval of the interconnection (using the Interconnection Application and Compliance Form) within ten working days following the request for inspection and approval. Parallel operation of the RGS with the grid shall not begin without the approval of OUC. The customer must notify OUC of any modifications at least 30 days prior to making the modifications.
 5. Islanding. The Customer shall not energize OUC's system when it is de-energized. The Customer shall cease to energize OUC's system during a faulted condition on OUC's system. The Customer shall cease to energize OUC's system prior to the automatic or non-automatic re-closing of OUC's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OUC's systems.

Continued on Sheet No. 6.503

Continued From Sheet No. 6.502

6. Extreme Conditions. OUC reserves the right to refuse to accept electric power from the PV system under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the PV system, it agrees to notify the Customer when such conditions exist or are anticipated, and to reconnect when the adverse conditions no longer exist. Examples of conditions that may lead to disconnection include:
 - a. OUC system emergencies and/or maintenance requirements,
 - b. Hazardous conditions existing on the RGS or its protective equipment,
 - c. Adverse effects of the RGS operation on other OUC customers, or
 - d. Failure of the RGS complying with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over the generating equipment or operation.
7. External Disconnect Switch.
 - a. For Tier 1 RGS OUC recommends, but does not require, an isolation device (manual disconnect switch). However, without an isolation device, (should there be a need to isolate the RGS) OUC will remove the meter, resulting in loss of utility distribution service.
 - b. For Tier 2 and Tier 3 RGS, OUC reserves the right to require an isolation device per IEEE 1547-2003. The isolation device shall be a manual disconnect switch of the visible load break type that is both visible and accessible by OUC personnel. The isolation device shall be located separate from, but adjacent to, the meter base.
8. Testing of Protective Relays. OUC reserves the right to review periodic test reports as required per IEEE 1547-2003.
9. Insurance.
 - a. Tier 1 RGS, OUC recommends that the Customer maintain an appropriate level of general liability insurance for personal injury and property damage.
 - b. Tier 2 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than one million dollars (\$1,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance as a covered addition to the Customer's insured property. For residential customers with systems between 10 kW and 20 kW, OUC recommends that the customer maintains an appropriate level of general liability insurance for personal injury and property damage.
 - c. Tier 3 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than two million dollars (\$2,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance as a covered addition to the Customer's insured property.

Continued On Sheet No. 6.504

Continued From Sheet No. 6.503

10. RGS Equipment Protection. It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of OUC in delivering and restoring system power. The customer is also responsible for ensuring that its RGS equipment is inspected, maintained and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
11. Isolation Transformer. RGS greater than 20 kW must be interconnected to OUC's system through an isolation transformer (other than RGS owner, no other OUC customer is to be served from this transformer).
12. Transfer Trip and Reclose Blocking. For Tier 2 and Tier 3 RGS where the aggregate generation capacity exceeds 15% of the peak load on any automatic reclosing device, OUC requires transfer trip and reclose-blocking on automatic reclosing devices.
13. System Study. RGS greater than 100 kW may require a system study. Additional protective devices may be required, as specified in the OUC "Guide for Producer-Owned Generating Interconnections".

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this ____ day of _____ 20____, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida 32801 and SAMPLE, INC., whose address is Sample Address, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1 – OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

Continued on Sheet No. 6.701

Continued From Sheet No. 6.700

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

Continued on Sheet No. 6.702

Continued From Sheet No. 6.701

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.

Continued on Sheet No. 6.703

Continued From Sheet No. 6.702

- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

Continued on Sheet No. 6.704

Continued From Sheet No. 6.703

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the “Term”) shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year’s rate.

Continued on Sheet No. 6.705

Continued From Sheet No. 6.704

- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

Continued on Sheet No. 6.706

Continued From Sheet No. 6.705

If to OUC:

Orlando Utilities Commission
500 South Orange Avenue
Orlando, Florida 32801
Attention: Vice President, Customer Connection

If to Customer:

Attention: _____

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

Continued on Sheet No. 6.707

Continued From Sheet No. 6.706

7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the “Banners”) from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the “Banner Arms”). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet No. 6.708

Continued From Sheet No. 6.707

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

SAMPLE, INC.

Federal ID # _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST: SAMPLE, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ . He is personally known to me or has pro-
duced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet No. 6.709

Continued From Sheet No. 6.708

ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek

Title: General Manager & CEO

Date: _____

ATTEST: By: _____

Name: Sharon L. Knudsen

Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet No. 6.710

Continued From Sheet No. 6.709

EXHIBIT 1

LIGHTING SERVICE FEES

Rate Per Month:

Monthly Lighting Service Charge

Capital Investment	\$0.00
Maintenance	\$0.00
Fuel and Energy	\$0.00
Total	\$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

(Delete whichever does not apply below and remove parenthesis)

(The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN

(All at once – INSTALLATION DATE 00/00/2000)

(The Lighting Equipment shall be installed in phases)

Phase I – INSTALLATION DATE 00/00/2000

Continued on Sheet No. 6.711

Continued From Sheet No. 6.710

EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222

Light out Web Address –

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____

Work Request No: _____

SERVICE AGREEMENT FOR SPORT LIGHTING SERVICE

This Agreement is entered into this ____ day of _____ 20____, by and between ORLANDO UTILITIES COMMISSION, whose address is 100 West Anderson Street, Orlando, Florida 32801 and SAMPLE, INC., whose address is Sample Address, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.

Continued on Sheet No. 6.801

Continued From Sheet No. 6.800

- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

Continued on Sheet No. 6.802

Continued From Sheet No. 6.801

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

Continued on Sheet No. 6.803

Continued From Sheet No. 6.802

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

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- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC’s sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the “Term”) shall be for twenty five (25) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever ever occurs first, and shall terminate at the end Three Hundred (300) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

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- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

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- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Vice President, Customer Connection

If to Customer:

Attention: _____

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.

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- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

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Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

SAMPLE, INC.

Federal ID # _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST: SAMPLE, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ . He is personally known to me or has pro-
duced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet No. 6.809

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ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek

Title: General Manager/CEO

Date: _____

ATTEST:

By: _____

Name: Sharon L. Knudsen

Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

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EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$0.00
Maintenance	\$0.00
Fuel and Energy	\$0.00
Total	\$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

(Delete whichever does not apply below and remove parenthesis)

(The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN

(All at once – INSTALLATION DATE 00/00/2000)

(The Lighting Equipment shall be installed in phases)

Phase I – INSTALLATION DATE 00/00/2000

Continued on Sheet No. 6.811

Continued From Sheet No. 6.810

EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222

Light out Web Address –

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____

Work Request No: _____

INDEX OF CONTRACTS AND AGREEMENTS

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