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Section 3: Miscellaneous
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### MISCELLANEOUS

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</tr>
</tbody>
</table>
**MISCELLANEOUS CHARGES**

**Initial Connection Charge:**

<table>
<thead>
<tr>
<th>Classes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$170.00</td>
</tr>
</tbody>
</table>

**Multiple Meter Sets:**

For new multiple meters being set, the first meter will be the regular initial connection charge of $170.00 and each additional meter being set will be $15.00. Eligibility requirements for two or more meters being set are:

- Set at one location
- On the same service order
- All meters are in one customer’s name
- All sets are performed during one site visit

**Transfer Connection Charge:**

<table>
<thead>
<tr>
<th>Classes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

**Non-Pay Disconnect / Reconnect:**

Reconnects on any day will be suspended at 10:00 P.M. Charges for same day service reconnect due to non-pay disconnect are:

<table>
<thead>
<tr>
<th>Classes</th>
<th>Time Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>Before 6:00 P.M. on a weekday</td>
<td>$45.00</td>
</tr>
<tr>
<td>All</td>
<td>After 6:00 P.M. on a weekday</td>
<td>$65.00</td>
</tr>
<tr>
<td>All</td>
<td>Weekends and holidays</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classes</th>
<th>Time Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>Before 6:00 P.M. on a weekday</td>
<td>$225.00</td>
</tr>
<tr>
<td>All</td>
<td>After 6:00 P.M. on a weekday</td>
<td>$275.00</td>
</tr>
<tr>
<td>All</td>
<td>Weekends and holidays</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

**Bad Check:**

<table>
<thead>
<tr>
<th>Classes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
ELECTRIC LINE EXTENSION POLICY

The Orlando Utilities Commission (OUC) recognizes that its purpose is to furnish electric service to customers throughout its entire service area and the City of St. Cloud’s service area, but reserves the right to require payment when the additional distribution investment is not considered to be beneficial to the overall system or the request is for underground distribution facilities serving a commercial or multi-family residential customer. This contribution in aid of construction (CIAC) payment will be non-refundable and will be paid, in advance of construction, by the party requesting the extension.

It will be at OUC’s discretion whether a customer will be given the option to install the ductbank system. The CIAC payment for the extension of Underground Distribution Facilities will be based on the following:

<table>
<thead>
<tr>
<th></th>
<th>Single family residential</th>
<th>Commercial/Multi-Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offsite ductbank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer installed</td>
<td>No charge</td>
<td>$24/kVA</td>
</tr>
<tr>
<td>OUC installed</td>
<td>No charge</td>
<td>$53/kVA</td>
</tr>
</tbody>
</table>

In addition, the customer will pay 15% of OUC’s onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc…) that is in addition to OUC’s design, if approved by OUC, will be 100% chargeable to the customer.

When gas service is made available to single and multi-family residential facilities a CIAC payment will be added to the aforementioned payments based on the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family</td>
<td>$595/home</td>
</tr>
<tr>
<td>residential</td>
<td></td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$419/unit</td>
</tr>
<tr>
<td>residential</td>
<td></td>
</tr>
</tbody>
</table>

This electric line extension policy will be used as a guideline for all line extensions. Exceptions to this policy can be approved by the Vice President of the Electric and Water Delivery Business Unit for line extensions determined to have significant strategic importance to the future of OUC.
BUDGET BILLING

The budget billing program is available to both residential and small commercial customers. Some services may not be eligible for budget billing. The account must not reflect a delinquent balance at the time of enrollment in the program. Based on payment history a customer may be required to enroll in automatic bank draft before enrolling in budget billing. The account may be removed from the program at the discretion of the Commission if, after review of the account, the decision is in the best interest of the customer.

The monthly budget bill amount is based on the average of the actual utility bills during the last 12 months, including electric, water, solid waste, waste water, taxes, and street lights. An additional percentage is added to the amount to prevent the deferred balance from growing too large. If the customer does not have 12 months of history at a location, the calculation is based on the history available for a minimum six month period.

Customers may be removed from the budget billing program if a past due balance is accrued or a check payment is returned due to insufficient funds. Written authorization for program setup or removal is not required.

Customers on the budget billing program receive a monthly bill reflecting:

- Actual meter readings and consumption
- The budget bill amount
- The budget deferred balance which is the difference between the actual bill and the budget bill amount.

Miscellaneous charges, adjustments, and financed installments cannot be part of the budget billing program, and appear as a separate line item on the customer's bill. These charges are due in addition to the budget bill amount.

The customer's budget bill amount is normally recalculated annually. The new budget billing amount is calculated using the last 12 months of billing history, and then adding or deducting 1/12th of the current deferred amount. The additional percentage is added to the budget amount to prevent the deferred balance from growing too large. Interim review and recalculation of the budget billing amount is at the discretion of the Commission.

If the budget billing program is stopped by customer request or delinquency, the customer is not eligible to enroll again for 12 months.

When a customer terminates participation in the budget billing program, any deferred amount becomes due in accordance with Section A, Subsection 18 of the "Electric Service Policies" Section of the Administrative Policy Manual. Any deferred amount which is owed to the customer is credited against the customer's future bills, or refunded if the account is closed. Customers who transfer their service within the Commission's service territory may re-institute participation in the budget billing program at the new address.
RESERVED FOR FUTURE USE
RESIDENTIAL SERVICE

Subdivision Development (5 or more houses on contiguous lots) and New Single-Family Residences - OUC will furnish and install the primary conductor, transformers, meters and the associated primary material. OUC will furnish and install the electrical service (lateral) to the line-side connections of the meter base. The owner/developer furnishes and installs all of the primary and secondary conduit systems, the transformer pads, primary pull boxes, secondary junction boxes, approved meter bases and street light conduit and junction boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications.

Conversion of Existing Residential Overhead Services - Conversion of existing services is at the customer's expense. Conduit installation to OUC and local code authority requirements and the actual conversion of the owner's meter base and associated wiring is the responsibility of the customer at his expense. At the customer's request, OUC will furnish and install the underground service lateral to the line side terminals of the meter base at the customer's expense.

Apartments, Condominiums, Townhouses

In apartment, condominium, and townhouse developments, such as garden type installations, OUC will furnish and install the primary conductor, transformers, meters and associated primary material. The owner/developer furnishes and installs all of the primary and secondary conduit system, the transformer pads and pull boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications. The owner/developer furnishes and installs all secondary facilities including meter bases.

Service to these facilities normally is considered to be single phase 120/240 volts. Other types of services will be installed, but the difference in cost between the normal service and the desired service will be borne by the owner/developer. OUC retains ownership of facilities installed by OUC.

Any service furnished to model homes and apartments and used by the customer for demonstration, sales room, promotion or other business purposes shall be billed at the commercial rate. Any condominium, townhouse, or model dwelling used by the developer or builder for such purposes shall remain on the commercial rate until such time as the occupancy of the unit becomes solely for residential purposes.

COMMERCIAL

OUC furnishes and installs the transformer, primary conductor and other necessary primary material. The commercial owner/developer furnishes and installs the transformer pad and/or vault, the primary conduit system and meter base to OUC specifications with inspection by an OUC contract inspector. All secondary facilities including secondary lugs, spade extensions and connections at the transformer are the owner/developer's responsibility. The owner/developer must provide OUC a general easement on his property and within buildings for placement and maintenance of the facilities as needed.

For secondary voltage underground services from an overhead pole line, the owner/developer is responsible for furnishing and installing the entire service lateral installation including all conduit, conduit riser including weatherhead, conductor and meter base to OUC specifications.
METER TEST AND METER REREAD CHARGES

Meter Test Charge

Upon request by a customer, and at no charge, OUC will make a test of the meter serving the customer, provided that such tests need not be made more frequently than once in twelve (12) months. If there should be a second request, or more, within twelve (12) months, an $85.00 service charge for each test will be imposed.

If upon testing, the meter is found to be registering incorrectly, there will be no service charge.

Meter Reread Charge

Upon request by a customer, and at no charge, OUC will reread the meters serving that customer provided:

• Such reread need not be made more frequently than once in twelve (12) months or
• Upon rereading, the meter is found to have been previously read incorrectly.

A $35.00 service charge will be imposed if:

• There should be a second request, or more, within twelve (12) months or
• The request is to verify and/or correct an estimated billing caused by lack of "Access to Customer Premises" as defined in Section D of the OUC Administrative Policy Manual.
FUEL CHARGE AND STABILIZATION POLICY

The fuel charge, as shown on the current Fuel Charge tariff sheet No. 5.010 will be computed based on the estimated fuel cost amounts for all retail sales for a twelve month period. These estimated fuel costs will be determined based on information developed by utilization of a Production Simulation Model Program. The total retail fuel costs will then be allocated to customer classes based on the class sales, losses and class load shapes. The fuel charge (¢/kWh) so determined shall be applied to all bills rendered during the appropriate twelve-month period. The twelve-month period shall be October 1 through September 30.

The difference between fuel costs billed, using estimated fuel costs, and fuel costs actually incurred will be reconciled, by class, for the twelve months ending September 30 and be called the Fuel Stabilization Account. A portion of the Fuel Stabilization Account, determined by the Commission will be combined with the fuel charge for the period October 1 through September 30.

Prior to October 1, there will be a Public Hearing, at which time the staff will present their recommendation for the fuel charge to be used in the subsequent twelve-month period. At the same time, the staff will present their recommendation for the amount of the Fuel Stabilization Account to be combined with the fuel charge in the subsequent twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.

The Fuel Stabilization and interest provision will be developed at the end of each month during the twelve-month period ending September 30. The Fuel Stabilization will include the difference between the actual fuel costs for a month and the fuel cost recovery billed that month (fuel component) plus an interest component. The sum of the two amounts will be carried forward as the Fuel Stabilization Account. The interest component will be computed monthly on the average of the Fuel Stabilization Account brought forward, if any, plus the fuel component for the month. The interest rate to be used each month will be the earning of rate on the Commission's pooled investment portfolio.

The actual cost of fuel will be monitored by the Commission's staff on a monthly basis. Should there be a significant change from the estimated price of fuel used in determining the projected fuel charge, the staff may request a special Public Hearing to adjust the projected fuel charge amount for the remainder of the twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
SERVICE DEPOSIT POLICIES

Electric and Water Service Deposits
The Orlando Utilities Commission requires that all residential customers provide a cash deposit to guarantee payment of bills. All residential customers must provide a deposit sufficient to cover applicable charges for electric, water, chilled water, sewer and garbage services for one month average billing period or for a two-month average billing period. If service history does not exist for the premise where service application is being made, the deposit would be based on usage for an average OUC bill ($120 for a single month electric bill and $240 for a two-month electric bill). The water deposit would be $20 for a single month water bill and $40 for a two-month water bill.

All commercial customers must provide a deposit sufficient to cover applicable charges for electric, water, chilled water, sewer and garbage service for two average billing periods, but no less than two hundred and forty dollars ($240) for electric service and forty dollars ($40) for water service. Cash deposits are returned I applied to the bill with interest at the termination of the account.

Surety Bond or Irrevocable Standby Letter of Credit in lieu of cash is acceptable for deposits of two-thousand five hundred dollars ($2,500) or more. Commercial customers requesting the use of a Surety Bond (surety) or an Irrevocable Letter of Credit (LOC) in lieu of a cash deposit will be required to use counterparties with a minimum credit rating from at least one of the listed credit rating agencies as approved by OUC’s Chief Financial Officer (CFO).

Minimum Credit Rating Matrix

<table>
<thead>
<tr>
<th>S &amp; P</th>
<th>Moody's</th>
<th>Fitch</th>
<th>AM Best</th>
<th>OUC Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-</td>
<td>A3</td>
<td>A-</td>
<td>A-</td>
<td>&gt;3</td>
</tr>
</tbody>
</table>

For those counterparties which do not have a credit rating, the customer will be required to provide OUC with the surety or LOC provider’s most recent audited financial statements for a review by OUC’s Treasury Services Division prior to consideration for approval. Based upon OUC’s review of the audited financial statements, the CFO may deny or approve the counterparty. Counterparties will undergo an annual financial review of its financial/rating information. The CFO may deny any counterparty without cause.

The Surety Bonds and Irrevocable Letters of Credit for OUC customers with counterparties which do not meet the minimum criteria but were in place prior to the effective date of this policy will remain in effect until the termination date of the surety or LOC or one (1) year from the effective date of this policy, whichever is shorter. The customer will then have 90 days to secure a counterparty that meets OUC’s credit criteria as stated above. If the criteria are not met within the 90 day period, the customer will be required to provide a cash deposit as outlined in OUC’s Service Deposit policy.

The Orlando Utilities Commission also requires that any customer who has an outstanding bad debt will be required to pay a double deposit when establishing a new account. The customer must pay the bad debt plus the double deposit in order to establish service.

Deposits for purged inactive delinquent accounts are handled in accordance with Section C, Subsection H of OUC’s Administrative Policy Manual.

Continued on Sheet No. 3.071
Deposit Installment Payments

Residential customers may elect to pay the required service deposit (no less than the minimum electric deposit) in four (4) monthly payments beginning with the application of service.

The deposit will be eligible for earning interest 60 days after it is paid in full and will be subject to refund in two years from date the first installment was made.

Refunds of Deposits

All residential deposits are to be refunded after the account is one (1) year old and there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months with the exception of accounts reflecting a bad debt write-off. If an account reflects a bad debt write-off credit hit, the deposit will be refunded after two (2) years providing that there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months.

Commercial deposits paid prior to January 1, 1987 are eligible for refund no later than December 31, 1987.

All commercial deposits paid after December 31, 1986 are non-refundable until termination of service.

Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer.

- Surety Bond and Irrevocable Letter of Credit Criteria and Approval

Notice of cancellation must be received no fewer than sixty (60) days prior to the expiration of the Surety Bond or Letter of Credit.

Upon receipt of the cancellation notice, a letter will be sent advising the customer that a new deposit, either cash, Surety Bond, or Letter of Credit, must be in the OUC office prior to the expiration date of the canceled bond or letter.

If a cash deposit, surety bond, or new letter of credit is not received at least eight (8) days prior to the expiration date, the customer will be sent a reminder that service will be terminated if a new deposit is not received on or before the expiration date of the existing bond or letter.

If new deposit is not received on or before the expiration date, service will be terminated the day immediately following the expiration date.

New or Additional Deposits

Upon reasonable written notice of not less than thirty (30) days, such request being separate and apart from any bill for service, residential customers having one late payment, during the first six (6) months of service and/or one forced collection during any twelve (12) month period may be billed for new or additional deposit. If the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The total amount of the required residential deposit shall be at least two hundred and forty ($240) for electric and chilled water services and forty ($40) for water, or an amount equal to the average actual charges for electric, water, chilled water, sewer and/or garbage service for two billing periods for the twelve month period immediately prior to the date of the delinquent payment.
Commercial accounts which appear on the cut-off list more than once in a twelve month period, and/or have paid their account past the due date more than two times in the previous twelve month period will be billed an additional deposit. In addition, if the account's overall financial performance has declined the account may be billed an additional deposit. The total amount of the required commercial deposit shall be at least two hundred and forty ($240) for electric and chilled water services and forty ($40) for water or an amount equal to the average actual charges for all services for two billing periods for a twelve month period immediately prior to the delinquent payment if the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The customer will be billed for the new or additional deposits.

**Interest on Deposits**

Interest on customers’ meter deposits will be paid on a calendar year basis. The rate will be reset monthly at the yield earned on the highest yielding of any AAAm/Aaa rated money market fund that OUC has invested proceeds or the monthly average of the interest bearing deposits at OUC’s depository bank during the preceding month. The customer is entitled to receive simple interest on deposit when payments commence on the account. Interest will be accrued from the day deposit payment is made and will be credited annually to the customer's account.

**Record of Deposits**

There shall be maintained a record of each deposit on hand to show:
- The name of each customer for whom the deposit was made;
- The address given at the time the deposit was made;
- The date and amount of deposit; and
- Each transaction concerning the deposits, such as interest payments, interest credit or similar transactions.

**Temporary Service**

Temporary electric service requires a deposit of one hundred dollars ($100) for a single-phase service and five hundred ($500) for a three-phase service.

**Policy Exceptions**

Exception will be granted to the above requirements under the following circumstances only:
- In case of death and the account is in the name of the deceased with deposit refunded for satisfactory credit, the account name may be changed to that of the surviving spouse without requiring a deposit.
- Divorce Cases: Whenever an OUC customer, with satisfactory credit, is involved in a divorce, either spouse may establish a new account without a deposit.
- As of January 26, 1996, OUC no longer accepts credit reference letters from other utility companies to waive deposits on residential accounts. OUC utilizes a credit rating agency to acquire a residential customer's credit status which will be used to determine the deposit requirement.
- An account requiring an additional deposit bill up; If the customer agrees to participate in the automatic bank draft program (Rely-A-Pay), the additional deposit may be waived. In order for the waiver to occur, the customer must remain on Rely-A-Pay for a minimum of 12 months. This waiver process will be managed by the Collections Department.
- **When a service account is established by a governmental entity, either local, state or federal, OUC may in its sole discretion establish the account without a deposit or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.**
- **Where a service account is established by a commercial customer and the following conditions are met, OUC may in its sole discretion waive applicable provisions of this Service Deposit Policy:**
  1. The service is for a facility owned by a governmental entity; and,
  2. The account holder is opening the account pursuant to an existing operating agreement with the governmental entity for a facility owned by that governmental entity, which facility serves a civic purpose; and,
  3. The account holder has no prior record of bad credit or late payments with OUC on any other account.

If these criteria are met, then service may be established without a deposit, or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.
THEFT/TAMPERING or UNAUTHORIZED USE OF SERVICE INVESTIGATION CHARGE AND UTILITY TAMPER FEE

Theft/Tamper or Unauthorized Use of Service Investigation Charge:
A $115.00 hourly fee will be charged for expenses incurred in the investigation of theft of service, tampering, or the unauthorized use of service.

Utility Tamper Fee:
Meter tampering, unauthorized use, or diversion of utility services is outlined and defined in Florida State Statute 812.14. In summary, it states that it is unlawful to alter or tamper with any meter, or other utility equipment, in such a manner that would prevent a meter from registering utilities used by a customer.

Determination of Meter Tampering, Unauthorized Use, or Diversion of Utilities
There are three elements that establish interference with electric and water service.

• The existence of damaged equipment, an altered or tampered with meter, or an illegal connection to utility service.

• That the damaged equipment, alteration, or tampering resulted in the improper registration or unauthorized operation of the meter, or the receipt of utility without passing through a meter.

• That the customer benefited through the use of the damaged equipment, improper or unauthorized operation/connection of OUC equipment, or by bypassing the utility meter.

Utility Tamper Fee Schedule
• The customer will be charged the following utility tamper fee for each occurrence of meter tampering.
  o For the first occurrence of meter tampering the customer will be charged a $200.00 utility tamper fee.
  o For the second occurrence of meter tampering the customer will be charged a $400.00 utility tamper fee.
  o For any additional occurrence of meter tampering, after the second occurrence, the customer will be charged an $800.00 utility tamper fee for each occurrence.

• The customer will be charged for any damaged equipment.

• The customer's account will be researched and then billed for any unauthorized or un-metered consumption that occurred as a result of the theft or tampering.

• A review of the customer's deposit will occur. If necessary, an additional deposit may be assessed.
OUT OF CYCLE BILLING

Upon the request of a customer and with prior approval from the Vice President of Customer Services, OUC will read the customers meter on a set date each month as determined by the customer. The customer requesting will pay OUC as described below:

- **Setup Charge**
  
  A fee of $10.00 per meter with a minimum charge of $255.00 per customer account will be assessed for the expenses to set-up the out of cycle read date.

- **Monthly Out of Cycle Billing Charge**

  A monthly charge of $5.00 per meter with a minimum charge of $25.00 per account will be assessed each month for providing this service.
TEMPORARY ELECTRIC SERVICE

Temporary Electric Service - Metered

Temporary services are provided for construction purposes. This will be a metered service billed at a General Service Non-demand, or Demand rate, and requires an appropriate deposit as defined in the deposit tariff Sheet No. 3.071. The customer will pay a non-refundable charge of $310.00 per location.

In addition to the charges described above, if facilities have to be temporarily extended to provide the service drop, the owner/developer is required to pay, in advance, the costs of the extension. These costs are determined by OUC's Electric Engineering and include all labor, overhead and non-salvageable material costs associated with the installation and removal of the facility, excluding the cost of the service drop itself.

Refer to the OUC Electric Metering Installation Requirements Manual for specifics relating to metering requirements.

Temporary Electric Service - Unmetered

Temporary unmetered electric services may be provided for special events at the Commission's discretion and with prior approval from the Vice President of the Electric Distribution Business Unit. For these services, the customer will pay a non-refundable charge of $390.00 per location, payable in advance. This charge includes installation, removal and energy costs. Where services are not available from an existing secondary source and an extension is required, the customer will also be required to pay, in advance, the cost of this extension. This unmetered service will be available for a period not to exceed three days.
SERVICE ORDER FIELD OPERATIONS TRIP CHARGE
AND ELECTRIC SERVICE TRUCK TRIP CHARGE

Service Order Field Operations Trip Charge

There are times when a Field Service Technician or other field employee is either required or requested to make a trip to a customer's location to perform work that does not have a specific service fee associated with it.

Examples of these types of trips include but are not limited to: unlocking meter bases, verifying that power is either on or off, disconnection of service where the power or water is left on for customer convenience, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

In each of these instances a $35.00 trip charge will be applied to the customer's account to recover costs.

Electric Service Truck Trip Charge

There are times when an Electric Service Truck is either required or requested to make a trip to a customer's location, which, upon arrival of the Electric Service Truck, is not ready. The Electric Service Truck then has to make a second trip.

Examples of this include but are not limited to: pipe has not been run, the weather head has not been installed, the junction box has to be raised, or there is no string in the pipe.

In each of these instances a $70.00 trip charge will be applied to the customer's account to recover costs.
NET METERING FOR CUSTOMER-OWNED RENEWABLE GENERATION

For customers with renewable generation equipment that have executed an interconnection agreement with Orlando Utilities Commission ("OUC") whose customer-owned renewable generation is eligible for net metering as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

(1) At no additional cost to the customer, metering equipment will be installed by OUC capable of measuring the difference between the electricity supplied to the customer from OUC and the electricity generated by the customer and delivered to OUC's electric grid.

(2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.

(3) OUC will charge the customer for energy used by the customer in excess of the generation supplied by customer owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.

(4) During any billing cycle excess customer-owned renewable generation delivered to OUC's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.

(5) Regardless of whether excess energy is delivered to OUC's electric grid, the customer will be required to pay the greater of:

   (a) the minimum charge as stated in their otherwise applicable rate schedule, or
   
   (b) the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 15-minute demand measured on OUC's usage meter during the billing period in accordance with the otherwise applicable rate schedule.

(6) For customers whose otherwise applicable rate schedule is a time of use (TOU) or time of day (TOO) rate, the generation supplied by customer owned renewable generation to OUC will be measured by the distinct TOU/TOD periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU/TOD periods of that rate schedule.
Section 5: Rate Schedules
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### RATE SCHEDULES

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<td>GSD-PRI</td>
<td>General Service Demand Primary</td>
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<td>5.810</td>
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<td>TMR</td>
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<td>5.900</td>
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<td>CSFR1</td>
<td>Community Solar Farm Rider 1</td>
<td>5.920-5.921</td>
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<td>(Closed to new customers as of January 1, 2018)</td>
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<td>CSFR2</td>
<td>Community Solar Farm Rider 2</td>
<td>5.925</td>
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<td>NSMR</td>
<td>Non-Standard Meter Rider</td>
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<td>EDR</td>
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<td>5.940-5.941</td>
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<tr>
<td>CISR</td>
<td>Commercial/Industrial Service Rider</td>
<td>5.950-5.951</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Standard Levelized Rate (¢ per kWh)</th>
<th>Time Differentiated Rates (¢ per kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>On-Peak</td>
</tr>
<tr>
<td>RS and GS</td>
<td>3.202</td>
<td>N/A</td>
</tr>
<tr>
<td>GSD-SEC</td>
<td>3.202</td>
<td>3.932</td>
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<td>GSD-T-SEC and SS-SEC</td>
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<td>GSD-PRI</td>
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<td>3.894</td>
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<td>SS-PRI</td>
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<tr>
<td>SL</td>
<td>2.968</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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:
Available throughout the entire territory served by OUC.

Applicable:
To Residential customers in individually metered residential dwelling units occupied as a domestic residence where electricity is used exclusively for residential purposes.

Monthly Rate:
Customer Charge: $12.50

Non-Fuel Base Charge at:
First 1,000 kWh  6.498¢ per kWh
All Additional kWh  8.498¢ 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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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.
**PREPAID ELECTRIC SERVICE RIDER**

**RATE SCHEDULE PSR**

**Availability:**
Available throughout the entire territory served by OUC until such time as OUC may terminate the program.

**Applicability:**
This rider is applicable on a voluntary basis to customers who receive service under Residential Rate Schedule RS or General Service Non-Demand Rate Schedule GS and that meet the special provisions of this schedule.

**Monthly Rate:**
The monthly rates on the otherwise applicable rate schedule for electric service will apply.

**Daily Charges:**
On a daily basis charges for electric service will be deducted from the customer’s prepaid balance. Daily charges will include charges for daily kWh consumption in accordance with the applicable standard tariff plus a prorated share of the applicable Monthly Customer Charge under this rate schedule assuming 30.4 days per month. At the end of each billing period adjustments to the customer’s prepaid balance will be made for the actual number of days in the billing period and for variations due to rounding of daily charges.

**Special Provisions:**
1. Customers registered for one or more of the following programs are not eligible for this rate schedule:
   a. Medical Alert
   b. Active Third-Party “Guarantee To Pay” letters
   c. Budget Billing
   d. Automatic bank draft
   e. Conservation installment billing
   f. Tariff riders PV-CR, TH-CR, RE and CSFR1
   g. Project Care Roundup
   h. Consolidated account billing
   i. Chilled water
   j. City of Orlando’s history based sewer or Oil and Grease charges

2. Customers who have an outstanding Theft Investigation Fee or an outstanding Meter Tamper Fee are not eligible for this rate schedule.

3. Customer’s electric service must be less than or equal to 200 amps and the voltage must be either 120/240 or 120/208 and single-phase.
4. Customers must maintain the ability for OUC to contact them either through a cell phone, land line, email or text for the purposes of receiving alerts regarding account balances and service status.

5. Security deposits are not required for service under this rate schedule. Any deposit the customer may have when they elect to receive service under this rate schedule will be applied as a credit to their account. If after application of the deposit the customer still has an outstanding balance, such outstanding balance will be considered an Arrears Balance. To be eligible for this rider the beginning Arrears Balance must be less than $1,000. If an Arrears Balance less than $1,000 does exist, 30% of each payment received on the account will be applied to the Arrears Balance until such time as the Arrears Balance is fully paid, with the remaining 70% of the payment applied to the customer’s prepaid balance.

6. Customers under this rate schedule are required to prepay for all utility services and fees for which they are billed. If the customer’s prepaid balance drops below zero, their electric service may be disconnected. Customers will not be subject to the Non-pay Disconnect / Reconnection Charge or late fees.

7. The minimum prepayment required to set up an account is $50.

8. The minimum payment on an account is $10.

9. A monthly bill will not be provided. However, when closing an account a final bill will be provided. Customers will be able to monitor their prepaid balance and usage online through the OUC website.

10. Customers may terminate service under this rate schedule at any time. Should a customer choose to leave this rate schedule, the customer will receive electric service under the otherwise applicable rate schedule subject to monthly bills, full payment of any outstanding Arrears Balance and may be charged a security deposit.

11. If an OUC representative is called to a customer’s premise to investigate a problem with the prepaid equipment and no problem with the equipment is found, the customer may be assessed a Revenue Protection & Service Trip Charge.

12. All other provisions of the otherwise applicable standard rate schedule will apply to customers served under this schedule.
GS

GENERAL SERVICE - NON-DEMAND ELECTRIC SERVICE
RATE SCHEDULE GS

Availability:
Available throughout the entire territory served by OUC.

Applicable:
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 $14.75
Non-Fuel Base Charge at 7.016¢ 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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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.
RESERVED FOR FUTURE USE
GENERAL SERVICE DEMAND SECONDARY ELECTRIC SERVICE
RATE SCHEDULE GSD-SEC

Availability:
Available throughout the entire territory served by OUC.

Applicable:
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 (Levelized Rate):
Customer Charge  $38.00
Demand Charge at  $10.00 per kW
Non-Fuel Base Charge  2.556¢ per kWh
Fuel Charge: See Sheet No. 5.010

Option B (TOU Rate):
Customer Charge  $38.00
Demand Charge at  $10.00 per kW
Non-Fuel Base Charge (¢ per kWh):
  On-Peak Period  3.139
  Shoulder Period  2.786
  Off-Peak Period  2.318
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 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:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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 throughout the entire territory served by OUC.

Applicable:
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 $38.00
Demand Charge:
On-Peak Period $10.00 per kW

Non-Fuel Base Charge (¢ per kWh):
On-Peak Period 3.024
Off-Peak Period 2.362

Fuel Charge: See Sheet No. 5.010 – Time Differentiated Rates

Billing Demand:
The 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.

Continued on Sheet No. 5.311
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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
GENERAL SERVICE DEMAND PRIMARY ELECTRIC SERVICE
RATE SCHEDULE GSD-PRI

Availability:
Available throughout the entire territory served by OUC.

Applicable:
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 (Levelized Rate):
Customer Charge  $150.00
Demand Charge at  $9.50 per kW
Non-Fuel Base Charge  2.530¢ per kWh
Fuel Charge: See Sheet No. 5.010

Option B (TOU Rate):
Customer Charge  $150.00
Demand Charge at  $9.50 per kW
Non-Fuel Base Charge (¢ per kWh)
  On-Peak Period  3.108
  Shoulder Period  2.758
  Off-Peak Period  2.295
Fuel Charge: See Sheet No 5.010 – Time Differentiated Rates

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.
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 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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
STREET LIGHT SERVICE
RATE SCHEDULE SL

OUC
CONVENTIONAL LIGHTING SERVICE

Availability:
Available throughout the entire territory served by OUC.

Applicable:
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 dusk to dawn and controlled automatically (i.e. photoelectric cell).
Poles and Fixtures maintained by OUC must be of the type available under this rate schedule as listed in the table below. Fixtures not listed in the table below or fixtures not operated continuously dusk to dawn shall be metered.

Monthly Rates:
Customer Charge $7.13 (metered services only)
Non-Fuel Energy 3.453¢ per kWh
Fuel Charge: See Sheet No. 5.010

Monthly Per Unit Charge:

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
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<tbody>
<tr>
<td>Fluorescent</td>
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<td></td>
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</tr>
<tr>
<td>High Pressure Sodium</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Acorn w/pole</td>
<td>100</td>
<td>39</td>
<td>16.31</td>
<td>6.01</td>
</tr>
<tr>
<td>Acorn w/pole (differential paid)</td>
<td>100</td>
<td>39</td>
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<td>Acorn w/pole (2)</td>
<td>100</td>
<td>39</td>
<td>12.39</td>
<td>6.01</td>
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<tr>
<td>Bollard</td>
<td>100</td>
<td>39</td>
<td>7.86</td>
<td>6.49</td>
</tr>
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<td>Cobra (no longer available for new installations as of 5-14-13)</td>
<td>100</td>
<td>39</td>
<td>2.37</td>
<td>3.95</td>
</tr>
<tr>
<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>100</td>
<td>39</td>
<td>20.29</td>
<td>6.27</td>
</tr>
<tr>
<td>Contemporary w/pole</td>
<td>100</td>
<td>39</td>
<td>5.55</td>
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<tr>
<td>Town and Country w/pole</td>
<td>100</td>
<td>39</td>
<td>5.80</td>
<td>4.89</td>
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<tr>
<td>Spherical w/pole (2)</td>
<td>100</td>
<td>39</td>
<td>8.00</td>
<td>5.96</td>
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<tr>
<td>Acorn w/pole</td>
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<td>57</td>
<td>16.32</td>
<td>6.11</td>
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<td>Acorn w/pole (2)</td>
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<td>12.40</td>
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<tr>
<td>Cobra</td>
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<td>57</td>
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<td>Spherical w/pole (2)</td>
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<tr>
<td>Spherical w/pole (4)</td>
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<td>7.37</td>
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<tr>
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<td>7.10</td>
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<td>Cobra (no longer available for new installations as of 12-10-13)</td>
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<td>105</td>
<td>2.91</td>
<td>4.57</td>
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<tr>
<td>Flood</td>
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<td>105</td>
<td>3.33</td>
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<td>Interstate</td>
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<td>6.79</td>
<td>5.90</td>
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<td>Shoe Box w/pole</td>
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<td>14.88</td>
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<td>Shoe Box w/pole (2)</td>
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<td>12.04</td>
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<td>400</td>
<td>163</td>
<td>8.92</td>
<td>6.91</td>
</tr>
<tr>
<td>Shoe Box w/pole</td>
<td>400</td>
<td>163</td>
<td>17.13</td>
<td>6.49</td>
</tr>
<tr>
<td>Flood</td>
<td>1,000</td>
<td>356</td>
<td>4.20</td>
<td>7.05</td>
</tr>
</tbody>
</table>

Continued on Sheet No. 5.501
### Metal Halide

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lymmo w/pole (2)</td>
<td>100</td>
<td>39</td>
<td>N/A</td>
<td>11.44</td>
</tr>
<tr>
<td>Town and Country w/pole</td>
<td>100</td>
<td>39</td>
<td>2.37</td>
<td>9.85</td>
</tr>
<tr>
<td>(differential paid)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acorn w/pole</td>
<td>175</td>
<td>70</td>
<td>11.96</td>
<td>9.32</td>
</tr>
<tr>
<td>(2) Bollard</td>
<td>175</td>
<td>70</td>
<td>7.88</td>
<td>9.81</td>
</tr>
<tr>
<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>175</td>
<td>70</td>
<td>24.42</td>
<td>9.89</td>
</tr>
<tr>
<td>Lymmo w/pole (4)</td>
<td>175</td>
<td>70</td>
<td>N/A</td>
<td>9.80</td>
</tr>
<tr>
<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>250</td>
<td>101</td>
<td>21.13</td>
<td>10.04</td>
</tr>
<tr>
<td>Shoe Box w/pole</td>
<td>250</td>
<td>101</td>
<td>14.23</td>
<td>8.40</td>
</tr>
</tbody>
</table>

### LED

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cobra</td>
<td>55</td>
<td>18</td>
<td>3.30</td>
<td>2.06</td>
</tr>
<tr>
<td>Cobra</td>
<td>101</td>
<td>34</td>
<td>4.24</td>
<td>3.80</td>
</tr>
<tr>
<td>Cobra</td>
<td>168</td>
<td>56</td>
<td>5.06</td>
<td>4.66</td>
</tr>
</tbody>
</table>

### Mercury Vapor (no longer available for new installations as of 2-1-02)

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cobra</td>
<td>175</td>
<td>70</td>
<td>2.36</td>
<td>3.92</td>
</tr>
<tr>
<td>Contemporary</td>
<td>175</td>
<td>70</td>
<td>5.54</td>
<td>4.96</td>
</tr>
<tr>
<td>Spherical w/pole (2)</td>
<td>175</td>
<td>70</td>
<td>9.73</td>
<td>6.14</td>
</tr>
<tr>
<td>Cobra</td>
<td>400</td>
<td>154</td>
<td>2.92</td>
<td>4.65</td>
</tr>
</tbody>
</table>

### Arena Traffic Arrows

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Traffic Arrows</td>
<td>N/A</td>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Round-About Lights

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Round-About Lights</td>
<td>N/A</td>
<td>13</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Round-About Lights</td>
<td>70</td>
<td>29</td>
<td>N/A</td>
<td>14.31</td>
</tr>
</tbody>
</table>

### Sidewalk Telephones

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Telephones</td>
<td>N/A</td>
<td>30.49</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Arena Gateway Lighting

<table>
<thead>
<tr>
<th>Fixt</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Gateway Lighting</td>
<td>N/A</td>
<td>420</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

---

**Pole Height Investment Per Unit**

<table>
<thead>
<tr>
<th>Pole</th>
<th>Height</th>
<th>Investment Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum</td>
<td>20</td>
<td>$10.00</td>
</tr>
<tr>
<td>Aluminum</td>
<td>30</td>
<td>15.55</td>
</tr>
<tr>
<td>Aluminum</td>
<td>33</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>35</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>38</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>40</td>
<td>14.44</td>
</tr>
<tr>
<td>Aluminum</td>
<td>45</td>
<td>14.44</td>
</tr>
<tr>
<td>Concrete</td>
<td>30</td>
<td>5.30</td>
</tr>
<tr>
<td>Concrete</td>
<td>35</td>
<td>5.46</td>
</tr>
<tr>
<td>Concrete</td>
<td>40</td>
<td>5.74</td>
</tr>
<tr>
<td>Concrete</td>
<td>45</td>
<td>6.20</td>
</tr>
<tr>
<td>Concrete</td>
<td>50</td>
<td>5.52</td>
</tr>
<tr>
<td>Fiberglass</td>
<td>20</td>
<td>3.92</td>
</tr>
<tr>
<td>Spun Aluminum</td>
<td>33</td>
<td>8.85</td>
</tr>
<tr>
<td>Steel</td>
<td>17</td>
<td>4.75</td>
</tr>
<tr>
<td>Steel</td>
<td>35</td>
<td>15.54</td>
</tr>
<tr>
<td>Wood</td>
<td>30-60</td>
<td>3.36</td>
</tr>
</tbody>
</table>
SL Continued From Sheet No. 5.501

<table>
<thead>
<tr>
<th>INTERSTATE 4</th>
<th>Pole Height</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pole</td>
<td></td>
<td></td>
<td>$108.33</td>
</tr>
</tbody>
</table>

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

**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 Rates:**
*Monthly Energy Charge:* The monthly energy charge will be calculated based on one of the following criteria. If the fixtures are operated **dusk to dawn and controlled automatically** (i.e. photoelectric cell), the estimated kWh for each lamp **or metered kWh** will be applied to the standard energy and fuel charges utilized in the applicable Conventional Lighting Service. If the Customer has control of the fixtures 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
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>
<thead>
<tr>
<th>CLASS</th>
<th>Description</th>
<th>POLE/FIXTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SL1</td>
<td>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.</td>
<td>0.998%</td>
</tr>
<tr>
<td>SL2</td>
<td>For all private projects 5-99 lights.</td>
<td>1.280%</td>
</tr>
<tr>
<td>SL3</td>
<td>For all sports lighting. Closed to new customers as of 10-1-08</td>
<td>1.349%</td>
</tr>
<tr>
<td>SL4</td>
<td>Long term sports lighting.</td>
<td>0.944%</td>
</tr>
</tbody>
</table>

**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:**
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/kWh.
TERMS OF PAYMENT

A late charge of 1.5% 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 20 days after the date of mailing the bill. Actual disconnection of the service takes place approximately 15 days after the past due date if the account is still unpaid.
### 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.

#### Availability:
Available throughout the entire territory served by OUC.

#### Applicable:
To residential and non-residential customers where at least 20% of the customer’s annual energy is supplied by a generation source, other than OUC, which is located on the customer's premises.

**Non-Firm Standby Service is not applicable to residential customers on the Medical Alert Program and non-residential customers classified for service restoration as priority 6 or higher.** Such non-residential customers includes, but is not limited to, hospitals, nursing homes, police and fire stations, water and wastewater facilities, food centers, shelters and special needs centers.

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 supersede any preexisting 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.
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 6 a.m. to 10 a.m. 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.

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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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 From Sheet No. 5.700

Continued On Sheet No. 5.702
**Firm Standby Service**
Electric service that is available on a continuous basis to meet the Customer’s total electricity requirements.

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RES</td>
<td>GSND</td>
</tr>
<tr>
<td>Customer Charge</td>
<td>$28.68</td>
<td>$32.88</td>
</tr>
<tr>
<td>Demand Charge ($/kW)</td>
<td>$6.09</td>
<td>$11.38</td>
</tr>
<tr>
<td>Base Energy Charges (¢/kWh)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Peak Charge</td>
<td>0.965</td>
<td>0.975</td>
</tr>
<tr>
<td>Off-Peak Charge</td>
<td>0.754</td>
<td>0.761</td>
</tr>
</tbody>
</table>

**Non-Firm Standby Service**
Electric service that can be interrupted to permit OUC to continue to meet its firm retail service load.

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RES</td>
<td>GSND</td>
</tr>
<tr>
<td>Customer Charge</td>
<td>$37.25</td>
<td>$41.45</td>
</tr>
<tr>
<td>Demand Charge ($/kW)</td>
<td>$2.86</td>
<td>$5.09</td>
</tr>
<tr>
<td>Base Energy Charges (¢/kWh)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Peak Charge</td>
<td>4.427</td>
<td>4.392</td>
</tr>
<tr>
<td>Off-Peak Charge</td>
<td>3.458</td>
<td>3.431</td>
</tr>
</tbody>
</table>

**Fuel Charge:**
See Sheet No. 5.010 – Time Differentiated Rates
RESERVED FOR FUTURE USE
## GSD-CR

**GENERAL SERVICE DEMAND CURTAILABLE RIDER**

### Availability:
Available throughout the entire territory served by OUC.

### Applicable:
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.

This rider is not applicable to customers classified for service restoration as priority 6 or higher. Such customers includes, but is not limited to, hospitals, nursing homes, police and fire stations, water and wastewater facilities, food centers, shelters and special needs centers.

### Conditions:
Electric service, at a minimum, is curtable 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 curtable 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
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

(Closed to New Customers as of January 2018)

Availability

This rate, offered as a pilot program, is available anywhere within Orlando Utilities Commission’s (OUC) 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.

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.

3. All other provisions of the otherwise applicable rate schedule will apply to customers served under this rider.
Reserved for Future Use
TMR

TOTALIZED METERING RIDER
RATE SCHEDULE TMR

Availability:
Available throughout the entire territory served by OUC.

Applicable:
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.

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

<table>
<thead>
<tr>
<th>Demand Charges</th>
<th>Secondary</th>
<th>Primary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Charge</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Channel Charge $25.00 per channel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sum of Channel Demands $7.22 per kW</td>
<td>$6.49 per kW</td>
<td></td>
</tr>
<tr>
<td>Totalized Demand $2.78 per kW</td>
<td>$3.01 per kW</td>
<td></td>
</tr>
</tbody>
</table>

Billing Demand:
- Sum of Channel Demands: The sum of the maximum 15-minute kW demand measured during the billing period for each channel of the totalized service.
- Totalized Demand: The 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 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.
2. 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.
3. 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.
4. All channels of the totalized service must be served entirely at secondary voltage or entirely primary voltage.
5. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.
CSFR1

COMMUNITY SOLAR FARM RIDER
RATE SCHEDULE CSFR1
(Closed to New Customers as of January 1, 2018)

Availability:
Available throughout the entire territory served by OUC. This rider will be closed to further subscription by eligible customers when the facility is retired by OUC or the total capacity subscribed reaches 400 kilowatts; provided, however, that if previously subscribed capacity becomes available due to the forfeiture by a prior subscriber of such capacity, OUC may re-open the subscription process until such capacity is again subscribed. Any such capacity will be offered first to any customers remaining on the capacity subscription wait list, followed by an offering to the remainder of OUC’s eligible customers.

Applicability:
This rider is applicable on a voluntary basis to customers receiving service under OUC’s Residential Rate Schedule or the General Service Non-Demand Rate Schedule that meet the special provisions of this rider.

Character of Service:
Customers may subscribe to 1-kW blocks of the community solar farm, a 400 kW photovoltaic array to be located in the OUC service territory. The maximum subscription for any one customer shall be 15 blocks.

Billed Solar Energy
For the initial year of operation the billed solar energy will be based on the projected output of the community solar farm. For subsequent years, the monthly billed solar energy will be based on the previous year’s actual historical monthly output of the community solar farm. For each 1-kW block subscription, the participating customer’s billed solar energy will be 1/400 of the community solar farm monthly output.

Monthly Rate:
Solar Energy Rate: 13.000¢ per kWh of solar energy

Special Provisions
1. Eligibility requirements:
   a. Must be an OUC Residential or General Service Non-Demand customer within OUC’s service territory.
   b. May not be a participant in the following existing or future OUC programs
      i. Budget Billing
      ii. Solar PV Program
      iii. Prepaid Program
   c. Must have an acceptable credit rating with OUC as determined by OUC

Continued on Sheet No. 5.921
2. The maximum subscription amount is 15 blocks per customer.

3. Energy supplied by OUC to the customer less the Billed Solar Energy will be charged in accordance with the customer’s applicable standard rate schedule.

4. If the Billed Solar Energy is greater than the OUC supplied energy, OUC will purchase the excess energy at the energy rates under the customer’s applicable standard rate schedule.

5. The Solar Energy Rate will remain fixed for the duration of this rider. When the community solar farm project associated with this rider is decommissioned or otherwise permanently taken out of operation, the rider will expire and all subsequent energy supplied by OUC to the participating customer will be charged in accordance with the customer’s applicable standard tariff.

6. All other provisions of the otherwise applicable standard rate schedule will apply to customers served under this schedule.
CSFR2

COMMUNITY SOLAR FARM RIDER
RATE SCHEDULE CSFR2

**Availability:**
Available throughout the entire territory served by OUC to OUC electric customers that meet the Eligibility Requirements. This rider will be closed to further subscription by eligible customers when OUC’s solar resources are retired or the total residential subscription reaches 2,770,000 kWh and the total commercial subscription reaches 13,830,000 kWh; provided, however, that if after the rider is closed any previously subscribed energy becomes available due to the forfeiture by a prior subscriber of such energy, OUC may re-open the subscription process from time to time until such energy is again subscribed. Any such energy will be offered first to any customers remaining on the energy subscription wait list, followed by an offering to the remainder of OUC’s eligible customers.

**Applicability:**
This rider is applicable on a voluntary basis to customers receiving service under rate schedules RS, GS, GSD-SEC or GSD-PRI that meet the special provisions of this rider.

**Character of Service - % Subscription:**
Customers may subscribe to receive between 10 percent and 100 percent of their monthly energy from OUC solar energy resources under this rider. Customer subscriptions to receive monthly energy from OUC solar energy resources shall be in 10 percentage point increments.

**Definition of Solar Energy:**
Total kWh consumption for the billing period times solar subscription percentage rounded to the nearest kWh.

**Monthly Rate:**
The subscribing customer’s otherwise applicable rate schedule for electric service will apply to calculate the total bill for the billing period, but shall be adjusted under this rider as follows:

\[
[Total \ Bill] \ - \ ([Fuel \ Charge] \ \times \ [% \ Subscription]) \ + \ (Consumption \ \times \ [% \ Subscription] \ \times \ [Community \ Solar \ Energy \ Rate])
\]

Community Solar Energy Rate: 6.000¢ per kWh of solar energy

**Special Provisions**
1. **Eligibility Requirement:**
   a. May not be a participant in the following OUC programs while subscribing under this rider:
      i. Budget Billing
      ii. Solar PV Program

2. Customers may enroll at any time but must remain enrolled for at least one (1) billing period after enrollment. A customer may cancel thereafter with 30 days’ notice and enroll again at a later date if the program is still open.

3. All requirements under the customer’s applicable rate schedule for electric service will apply under this schedule.
NSMR

NON-STANDARD METER RIDER
RATE SCHEDULE NSMR

Availability:
Available throughout the entire service territory served by OUC.

Applicability:
This Rider is available on a voluntary basis to customers who elect to have a non-standard meter that requires a manual meter read in lieu of a standard digital meter which does not require a manual meter read (“Opt-Out Customer”). Customers who fail to provide reasonable access to premises, request to Opt-Out or otherwise prevent replacement of the non-standard meter with a standard digital meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the “Limitation of Service” provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of OUC’s choice.

Limitation of Service:
This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner. This Rider will remain available as long as non-standard meter options are reasonably available and are supported by the manufacturers.

Charges:
All charges and provisions of the Opt-Out Customer’s otherwise applicable electric service rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment Fee consists of an initial lump sum payment.

   Enrollment Fee: $95.00
   Monthly NSMR Rate: $13.00

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

Special Provisions
1. Customers otherwise eligible at premises where OUC has intended to deploy the standard digital meters who have not received standard digital meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact OUC requesting cancellation of service under NSMR and accept installation of the standard digital meter. NSMR charges that have been billed will be waived after installation of the standard digital meter.

2. A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. All charges for NSMR shall continue to apply in this case.

3. Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.

4. Customers who have been found to have tampered with their service meter will be required to switch to a standard digital meter. In addition customers whose non-standard meters are made inaccessible to OUC meter readers will also be required to switch to a standard digital meter.
EDR

ECOOMIC DEVELOPMENT RIDER
RATE SCHEDULE EDR

Availability:
Available throughout the entire service territory served by the OUC until such time as OUC may terminate the program. Customer’s desiring to take service under this rider must make a written request for service.

Applicability:
This rider is available for permanent load initially established after August 1, 2014 which is associated with service to new establishments or the expansion of existing businesses who meet the Qualifying Criteria as set forth in this rider. This rider is not available for retention of existing load or for relocation of existing load within the OUC’s service territory. Relocating businesses that provide expansion of existing load may qualify for the expanded load only. Additional metering equipment may be required to qualify for this rider. This rider is not available for short-term, construction, temporary service or renewal of previously existing service. Customers must execute an Economic Development Rider Service Agreement (“EDRSA”) and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:
1. The minimum qualifying Billing Demand of the new load must be at least 500 kW with minimum load factor of 50%.
2. The customer’s facilities subscribed under this tariff must be operated under the same billing name and in a campus environment defined as contiguous properties not bisected by public roadways.
3. The new or expanding business must be a targeted industry as defined by the state of Florida’s most current economic development policy.
4. The new or expanding business must employ within the OUC service territory an additional workforce of 25 new full-time employees with salaries at or above 150% of the median annual wage for the Orlando Standard Metropolitan Statistical Area.
5. Qualifying customers must provide written documentation attesting that the availability of this rider is a significant factor in the customer’s location/expansion decision.

Limitation of Service:
Service under this tariff is limited to an aggregate load served of 50 megawatts or a total of 25 customers. Standby or resale service not permitted hereunder. Service under this tariff cannot be combined with service under the CISR tariff. Service under this rider is available on a first come, first served basis.

Description:
A credit based on the percentages below will be applied to the demand charges and non-fuel base charges of the Customer’s otherwise applicable rate schedule associated with the qualifying new load.

<table>
<thead>
<tr>
<th>Year of Agreement</th>
<th>Reduction in Demand Charges and Non-Fuel Base Charges*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>20%</td>
</tr>
<tr>
<td>Year 2</td>
<td>15%</td>
</tr>
<tr>
<td>Year 3</td>
<td>10%</td>
</tr>
<tr>
<td>Year 4</td>
<td>5%</td>
</tr>
</tbody>
</table>

*All other charges including customer charge and fuel charge will also be based on the customer’s otherwise applicable rate schedule. In addition, all other provisions of the customer’s otherwise applicable rate schedule shall apply.

Continued on Sheet No. 5.941
Term of Service:
The contract term under this rider shall be four (4) years from the commencement of service of the new load.

Provisions for Early Termination:
If OUC terminates service under this rider for the Customer’s failure to comply with the terms and conditions of this rider, the Customer will be required to reimburse OUC for any discounts received under this rider plus interest.

If the Customer opts to terminate service under this rider before the four year term of service specified in the EDRSA, the Customer will be required to reimburse OUC for any discount received under this rider plus interest.
CISR

COMMERCIAL/INDUSTRIAL SERVICE RIDER
RATE SCHEDULE CISR

Availability:
Available throughout the entire service territory served by OUC until such time as OUC may
terminate the program. This rate schedule is available, at OUC's option, to non-residential
customers currently taking firm service or qualified to take firm service under OUC's General
Service Demand Rate Schedules. Customers desiring to take service under this rider must make
a written request for service. Such request shall be subject to OUC's approval with OUC under no
obligation to grant service under this rider.

Applicability:
Service provided under this optional rider shall be applicable to all, or a portion of the
customer’s existing or to projected electric service requirements which the customer and OUC
have determined, but for the application of this rider, would not be served by OUC and which
otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable
Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at
an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter or served under OUC’s Totalized
Metering Rider Rate Schedule and must exceed a minimum level of demand and load factor as
determined from the following provisions:

Retained Load: 2,000 kW or more of monthly Billing Demand for each of the consecutive 12-
months prior to the request for service under this CISR rider and a 50% annual load factor for the
12-months prior to the request for service under this CISR rider.

New Load: 2,000 kW or more of Billing Demand with an annual load factor of 50%.

For customers who have elected to take service under the Totalized Metering Rider Rate Schedule
the Billing Demand shall be the Totalized Demand.

Any customer receiving service under this CISR rider must provide the following documentation,
the sufficiency of which shall be determined by OUC:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative
   of the customer) to the effect that, but for the application of this rider to the New or Retained
   Load, such load would not be served by OUC;

2. Such documentation as OUC may request demonstrating to OUC’s satisfaction that there is a
   viable lower cost alternative to the customer’s taking electric service from OUC; and

3. In the case of existing customer, an agreement to provide OUC with a recent energy audit of
   the customer’s physical facility which provides sufficient detail to provide reliable cost and
   benefit information on energy efficiency improvements which could be made to reduce the
   customer’s cost of energy in addition to any discounted pricing provided under this rider.

Each customer shall enter into a sole supplier Contract Service Agreement (“CSA”) with OUC
to purchase the customer’s entire requirements for electric service at the service locations set forth
in the CSA.

Continued on Sheet No. 5.951
Limitation of Service:
  Standby or resale service not permitted hereunder.

Character of Service:
  This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service.

Monthly Charges:
  Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:
  $250.00 per month

Demand/Energy Charges:
  The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs OUC incurs in serving the customer plus a contribution to OUC’s fixed costs.

Provisions and/or Conditions Associated with Monthly Charges:
  Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA.
Section 6: Standard Forms and Contracts
## INDEX

### STANDARD FORMS AND CONTRACTS

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<th>Description</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank Bill</td>
<td>6.010</td>
</tr>
<tr>
<td>Payment Receipt</td>
<td>6.030</td>
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<tr>
<td>Curtailable Service Agreement</td>
<td>6.040 - 6.042</td>
</tr>
<tr>
<td>Commercial Electric Service Agreement with Return of Deposit Section</td>
<td>6.050 - 6.054</td>
</tr>
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<td>(Closed to New Customers as of July 2009)</td>
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<tr>
<td>Commercial Electric Service Agreement with Deposit Waiver Section</td>
<td>6.060 - 6.064</td>
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<tr>
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<td>Commercial Electric Service Agreement with Energy Efficiencies Section</td>
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<td>Commercial Electric Service Agreement with GSD1 - TOU Discount Provision</td>
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<td>(Closed to new customers as of January 2002)</td>
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<td>Commercial Electric Service Agreement with Energy Efficiency Section and</td>
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<td>GSD1 - TOU Discount Provision</td>
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<td>(Closed to new customers as of January 2002)</td>
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<tr>
<td>Commercial Electric Service Agreement with GSD - SEC-T Rate Provision</td>
<td>6.100 – 6.105</td>
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<td>(Closed to new customers as of January 2002)</td>
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<tr>
<td>Commercial Electric Service Agreement with Energy Efficiency Section and</td>
<td>6.111 - 6.115</td>
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<tr>
<td>GSD - SEC-T Rate Provision</td>
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<td>(Closed to new customers as of January 2002)</td>
<td></td>
</tr>
<tr>
<td>Service Agreement for Lighting Service</td>
<td>6.120 – 6.125</td>
</tr>
<tr>
<td>(Closed to new customers as of April 1, 2003)</td>
<td></td>
</tr>
<tr>
<td>Service Agreement for Sports Lighting Service</td>
<td>6.130 – 6.135</td>
</tr>
<tr>
<td>(Closed to new customers as of January 1, 2008)</td>
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<tr>
<td>Commercial Electric Service Agreement With TMR Provision</td>
<td>6.140 – 6.145</td>
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<tr>
<td>(Closed to New Customers as of January 18, 2011)</td>
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</tr>
<tr>
<td>Service Agreement for Lighting Service</td>
<td>6.150 – 6.159</td>
</tr>
<tr>
<td>(Closed to new customers as of January 1, 2008)</td>
<td></td>
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<tr>
<td>Service Agreement for Upgraded Master Lighting Installation</td>
<td>6.160 – 6.173</td>
</tr>
<tr>
<td>Service Agreement for Lighting Maintenance Service</td>
<td>6.180 – 6.195</td>
</tr>
<tr>
<td>Standby Service Agreement</td>
<td>6.200 – 6.204</td>
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</tbody>
</table>

Continued on Sheet No. 6.001

**ISSUED BY:** Kenneth P. Ksionek, Secretary  
**Effective:** January 18, 2011
<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet No.</th>
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</thead>
<tbody>
<tr>
<td>Residential Solar Service Agreement (&quot;RSSA&quot;)</td>
<td>6.300 – 6.302</td>
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<td><em>(Closed to New Customers as of January 1, 2018)</em></td>
<td></td>
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<tr>
<td>Commercial Solar Service Agreement (&quot;CSSA&quot;)</td>
<td>6.400 – 6.404</td>
</tr>
<tr>
<td><em>(Closed to New Customers as of January 1, 2018)</em></td>
<td></td>
</tr>
<tr>
<td>Interconnection Application and Compliance Form for</td>
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<tr>
<td>Renewable Generation Systems Up to 2MW</td>
<td>6.450</td>
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<tr>
<td>Interconnection Application and Compliance Form for</td>
<td></td>
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<tr>
<td>Photovoltaic Systems Up to 2 MW</td>
<td>6.500</td>
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<tr>
<td>Interconnection Application and Compliance Form for</td>
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<tr>
<td>Generation Systems Up to 2 MW</td>
<td>6.500 – 6.504</td>
</tr>
<tr>
<td>Economic Development Rider Service Agreement</td>
<td>6.600</td>
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<tr>
<td>Contract Service Arrangement for the Provision of Service</td>
<td></td>
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<tr>
<td>Under the Commercial/Industrial Service Rider</td>
<td>6.601 – 6.607</td>
</tr>
<tr>
<td>Service Agreement for Lighting Service</td>
<td>6.700 – 6.712</td>
</tr>
<tr>
<td>Service Agreement for Sports Lighting Service</td>
<td>6.800 – 6.811</td>
</tr>
</tbody>
</table>
BLANK BILL EXAMPLE
RESERVED FOR FUTURE USE
PAYMENT RECEIPT EXAMPLE
CURTAILABLE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of ______________, 19____ by and between _________________________ (hereinafter referred to as the Customer) and Orlando Utilities Commission, (hereinafter referred to as the “OUC”), a statutory commission existing under the laws of the State of Florida. The Customer and OUC shall collectively be referred hereinafter as the “Parties.”

WITNESSETH

WHEREAS, the Customer has requested to take Curtailable Service, as defined by Rate Schedule ____________, marked Exhibit A, and made a part of this Agreement, and

WHEREAS, OUC is willing to provide, or to continue to provide, such Curtailable Service under the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1) Curtailable Service will be rendered in compliance with all terms and conditions set forth in Rate Schedule ____________, marked Exhibit “A”, attached hereto and made a part of this agreement, or any successor schedules which may be approved from time to time by OUC.

2) The Customer agrees to the following for purposes of applying Rate Schedule ____________ to OUC supplied service:

   a) The initial curtailable load is ___ KW. This can be no less than 200 KW and be up to 100% of the Customer's load. The Customer demonstrates to OUC its ability to curtail its requested initial level of curtailable load. The curtable load cannot exceed the maximum demand during the previous 12 month period for existing Customer.

   b) The initial non-curtailable load is ___ KW. This is the maximum demand during the previous 12 month period for existing customers less the curtable load.

   c) The Customer shall be responsible for costs associated with installing time of day metering facilities.

Continued on Sheet No. 6.041
d) The customer shall provide a non-dedicated phone line for meter reading purposes.

3) The initial term of this Agreement is for a period of ten years from ____________, 19____. The Customer shall give the OUC at least five years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule ____________ to service under a firm retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, OUC, and OUC’s other ratepayers.

4) This Agreement may not be assigned by the Customer without the prior written consent of the Company.

5) All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

For Customer

For OUC

6) All notices to curtail will be by phone by OUC’s Chief Load Dispatcher, or his designee, to ________________ for the Customer. It shall be the Customer’s responsibility to have appropriate people available at all times to receive curtailment requests and to ensure they are carried out.
7) If the Customer’s curtailable load is to be met by any form of self-generation which will be operated in parallel with OUC’s system, OUC must approve the control and protective relay logic to ensure safe operation.

8) LIABILITY OF OUC: OUC will make reasonable provisions to ensure satisfactory service but does not guarantee continuity of electric service. OUC shall not be liable for damage occasioned by interruptions to service or failure to commence delivery caused by an act of God, the public enemy, unavoidable accident, fire, explosion, strike, riot, war, order of any court of judgment granted in any bona fide adverse legal proceeding, or action or order of any commission or tribunal having jurisdiction in the premises, or, without limitation by the preceding enumeration, any act of thing reasonably beyond its control, or for interruptions caused by any failure of OUC’s property and/or equipment, or for interruptions which are necessary for inspection, repair or changes in the OUC’s equipment or its transmission or distribution system. Either party hereto may terminate this contract in the event of such physical damage or destruction of either party’s plant or plants, whether by force majeure or otherwise, as shall render the same no longer useful or usable for the purpose for which they were operated prior to such damage or destruction by giving notice in writing to the other party within sixty (60) days following such damage or destruction, and on receipt of such notice neither party shall be obligated to make further performance hereunder notwithstanding any other provision of this agreement.

9) INDEMNIFICATION: OUC and the Customer shall each be responsible for the electric service on their respective sides of the point of delivery and for the safe installation, repair, and operation of their respective lines and appurtenances. OUC and the Customer will each protect and indemnify the other from and against any liability or loss (including reasonable expenses and attorney’s fees) because of injury or damage to persons or property arising out of their respective responsibilities as stated in this paragraph; except that neither shall be obligated to indemnify the other for injury or damage (a) caused solely by the negligence of the other, or (b) caused by an employee of the party seeking indemnity, tampering with or attempting to repair or maintain any facilities of the party from whom indemnity is sought.
ORLANDO UTILITIES COMISSION COMMERCIAL ELECTRIC SERVICE AGREEMENT

(Closed to New Customers as Of July 1, 2009)

THIS AGREEMENT is made and entered into this _____day of ________________, 19___ by and between the ORLANDO UTILITIES COMISSION (hereafter "OUC") whose address is 500 South Orange Avenue, Orlando, Florida 32801, and CUSTOMER, (hereafter CUSTOMER”) whose address is ________________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric customer, OUC is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable considerations the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER'S full requirements for electric service for all of CUSTOMER'S locations within OUC’s present and future service area. As regulatory constraints permit, OUC and CUSTOMER agree to extend this Service Agreement to include other CUSTOMER sites and locations in cases where such expansion may be beneficial to both parties. The CUSTOMER locations that are currently being served by OUC, include: ________________.

SECTION 3. TECHNICAL ASSISTANCE. OUC will provide incentives and technical assistance for energy and water efficiency improvements to reduce utility costs at the Customer’s facility(s).

SECTION 4. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by reference all of the provisions of OUC’s applicable Rate Schedules, and OUC’s Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC’s current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission (“FPSC”). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

Continued on Sheet No. 6.051
SECTION 5. TERM OF AGREEMENT.

5.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

5.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

5.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

   (a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

   (b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 6. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER’s premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement.

SECTION 7. INDEMNITY. Each party shall indemnify and hold harmless the other party, its directors, officers, and employees or agents from and against any loss, damage, claim, cost, charge (including direct, indirect or consequential loss, damage, claim, cost charge, or expense), including attorney's fees and other costs of litigation incurred by the other party in connection with the injury to or death of any person or damage to property of a third party arising out of the indemnifying party's construction, engineering, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use, or ownership of its facilities, to the extent that such loss, damage, claim, cost, charge, or expense is caused by the negligence of the indemnifying party, its directors, officers, employees, agents, or any person or entity whose negligence would be imputed to the indemnifying party; provided, however, that each party shall be solely responsible for and shall bear all cost of claims brought by its contractors or its own employees and shall indemnify and hold harmless the other party for any such costs including costs arising out of any workers compensation law. CUSTOMER releases and shall defend and indemnify OUC from any claim, cost, loss, damage, or liability arising from the effect of OUC’s review of the

Continued on Sheet No. 6.052
design, construction, operation, or maintenance of the project. The provisions of this section shall not be
construed so as to relieve any insurer of its obligations to pay any insurance claims in accordance with
the provisions of any valid insurance policy. Neither party shall be indemnified under this section for its liability
or loss resulting from its sole negligence or willful misconduct.

SECTION 8. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the
benefit of and shall be binding upon the formal parties hereto and their respective authorized successors
and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of
any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 9. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of
the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a
waiver by such party of said provision.

SECTION 10. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement
shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions,
alterations, variations or waivers are expressed in writing and duly signed.

SECTION 11. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall
be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This
Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 12. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable
by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the
rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions
of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 13. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this
Agreement shall be deemed a personal warranty by that person that he has the full power and authority to
bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 14. GOVERNING LAW. This Agreement shall be governed by and construed in
accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this
Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such
matters in Orange County, Florida, or the United States District Court for the Middle District of Florida,
Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with
nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific
performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages

Continued on Sheet No. 6.053
SEC 15. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The CUSTOMER’s Connection. Notices sent to the CUSTOMER shall be addressed to

SEC 16. RETURN OF DEPOSIT. In Accordance with its standard operating procedures and administrative policies, OUC will return the deposit of $________ required for all of CUSTOMER’S locations in OUC’S service area, provided a good payment history is maintained by CUSTOMER. OUC reserves the right to demand the payment of a deposit if: (1) CUSTOMER makes three late payments in any 12 month period on any one account, (2) any electric bill becomes overdue by 30 days, or (3) after electric service is discontinued due to nonpayment according to OUC policy.

SEC 17. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this agreement, the CUSTOMER determines that electrical capacity and energy is available in Central Florida at a price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. The comparisons shall include the following considerations:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida’s electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

Continued on Sheet No. 6.054
If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) To allow the CUSTOMER to cancel this agreement with 90 days notice. This allowance will be available twice during any calendar year period.

IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ________________________________  By: _________________________________

Robert C. Haven, P.E.
General Manager, CEO

ORLANDO UTILITIES COMMISSION

WITNESSES:

By: ________________________________  By: _________________________________
Print Name: __________________________  Print Name: __________________________

By: ________________________________  By: _________________________________
Print Name: __________________________  [AFFIX CORPORATE SEAL HERE]
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT

(Closed to New CUSTOMERS as Of July 1, 2009)

THIS AGREEMENT is made and entered into this ____ day of _____________, 19____, by an
between the ORLANDO UTILITIES COMMISSION (hereafter "OUC") whose address is 500 South
Orange Avenue, Orlando, Florida 32801, and CUSTOMER, (hereafter "CUSTOMER") whose address is
_____________________________________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric
CUSTOMER, OUC is willing to provide certain favorable considerations as set forth
below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements
herein contained and assumed, and other good and valuable considerations the receipt and sufficiency
of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as
follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this
agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC
shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC,
CUSTOMER'S full requirements for electric service for all of CUSTOMER'S locations within OUC's
present and future service area. As regulatory constraints permit, OUC and CUSTOMER agree to extend
this Service Agreement to include other CUSTOMER sites and locations in cases where such expansion
may be beneficial to both parties. The CUSTOMER locations that are currently being served by
OUC, include: ____________________________________________.

SECTION 3. TECHNICAL ASSISTANCE. OUC will provide incentives and technical assistance
for energy and water efficiency improvements to reduce utility costs at the CUSTOMER's facility(s).
SECTION 4. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by reference all of the provisions of OUC's applicable Rate Schedules, and OUC's Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC's current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission ("FPSC"). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

SECTION 5. TERM OF AGREEMENT.

5.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

5.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

5.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 6. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement.

SECTION 7. INDEMNITY. Each party shall indemnify and hold harmless the other party, its directors, officers, and employees or agents from and against any loss, damage, claim, cost, charge (including direct, indirect or consequential loss, damage, claim, cost charge, or expense), including attorney's fees and other costs of litigation incurred by the other party in connection with the injury to or death of any person or damage to property of
a third party arising out of the indemnifying party's construction, engineering, repair, supervision, inspection, testing, protection, operation, maintenance replacement, reconstruction, use, or ownership of its facilities, to the extent that such loss, damage, claim, cost, charge, or expense is caused by the negligence of the indemnifying party, its directors, officers, employees, agents, or any person or entity whose negligence would be imputed to the indemnifying party; provided, however, that each party shall be solely responsible for and shall bear all cost of claims brought by its contractors or its own employees and shall indemnify and hold harmless the other party for any such costs including costs arising out of any workers compensation law. CUSTOMER releases and shall defend and indemnify OUC from any claim, cost, loss, damage, or liability arising from the effect of OUC's review of the design, construction, operation, or maintenance of the project. The provisions of this section shall not be construed so as to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy. Neither party shall be indemnified under this section for its liability or loss resulting from its sole negligence or willful misconduct.

SECTION 8. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 9. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

SECTION 10. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 11. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 12. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

Continued on Sheet No. 6.063
SECTION 13. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.

SECTION 15. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The CUSTOMERS’ Connection. Notices sent to the CUSTOMER shall be addressed to ________________________

SECTION 16. DEPOSIT WAIVER. In Accordance with its standard operating procedures and administrative policies, OUC will waive the deposit requirement of $ ___________ required for all of CUSTOMER’S locations in OUC’S service area, provided a good payment history is maintained by CUSTOMER. OUC reserves the right to demand the payment of a deposit if: (1) CUSTOMER makes three late payments in any 12 month period on any one account, (2) any electric bill becomes overdue by 30 days, or (3) after electric service is discontinued due to nonpayment according to OUC policy.

SECTION 17. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this agreement, the CUSTOMER determines that electrical capacity and energy is available in Central Florida at a price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. The comparisons shall include the following considerations:

Continued on Sheet No. 6.064
(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida's electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) To allow the CUSTOMER to cancel this agreement with 90 days notice. This allowance will be available twice during any calendar year period.

IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

ORLANDO UTILITIES COMMISSION

By: ________________________________

______________________________

Robert C. Haven, P.E.

General Manager, CEO

WITNESSES:

Print Name: ________________________________

______________________________

Print Name: ________________________________

______________________________

Print Name: ________________________________ [AFFIX CORPORATE SEAL HERE]
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT

(Closed to New Customers as Of July 1, 2009)

THIS AGREEMENT is made and entered into this _____ day of _____, 19___, by an
between the ORLANDO UTILITIES COMMISSION (hereafter “OUC”) whose address is 500 South
Orange Avenue, Orlando, Florida 32801, and CUSTOMER, (hereafter “CUSTOMER”) whose
address is __________________________________________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric customer,
   OUC is willing to provide certain favorable considerations as set forth below.

   ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and
   agreements herein contained and assumed, and other good and valuable considerations the receipt
   and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby
   covenant and agree as follows:

   SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of
   this agreement.

   SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC
   shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC,
   CUSTOMER’S full requirements for electric service for all of CUSTOMER’S locations within OUC’s
   present service area. The CUSTOMER locations that are currently being served by OUC are:
   __________________________________________.

   SECTION 3. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by
   reference all of the provisions of OUC’s applicable Rate Schedules, and OUC’s Electric Service
   Policies, as such Schedules and Electric Service Policies may be changed from time to time.
   OUC’s current approved rate schedules are on file at OUC as approved by the Florida Public
   Service Commission (“FPSC”). If any provision of this Service Agreement is inconsistent with any
   provision of any applicable rate schedule or associated riders, the provisions of the rate schedule
   or associated riders shall prevail.
SECTION 4. TERM OF AGREEMENT.

4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER'S business while using such access rights.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

Continued on Sheet No. 6.072
SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.

Continued on Sheet No. 6.073
SECTION 13. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customers’ Connection Department. Notices sent to the CUSTOMER shall be addressed to ____________________________.

SECTION 14. ENERGY EFFICIENCIES. OUC will agree to contribute $___________ to aid in energy conservation measures or improvements made to CUSTOMER’S buildings or facilities. This incentive is intended to assist the CUSTOMER by providing the capital needed to invest in their facilities with the goal of lowering their energy and operational costs for the term of this Agreement. (See SECTION 16.3(b) for Agreement cancellation.)

SECTION 15. ELECTRIC RATE. Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC’s rate adjusting period. The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service based upon the applicable prevailing standard tariff rate resulting in the lowest rate for the CUSTOMER’s rate class. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

SECTION 16. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this agreement, the CUSTOMER determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 16-1(a). OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five year extension.

1. The procedure utilized to compare competitive pricing shall include the following considerations:

   (a) The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one year from the notice date. OUC will have twenty working days to respond to the competitive pricing.
2. The comparisons shall include the following:

   (a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida’s electric load or at least a market share of 1% of the national retail electric load.

   (b) The reliability and security of supply.

   (c) Price stability and escalation provisions.

   (d) Term of the competing proposal.

   (e) Other conditions of service having economic value to the CUSTOMER.

   (f) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

3. If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

   (a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

   (b) To allow the CUSTOMER to cancel this agreement effective one year from the notification date in SECTION 16.1(a). The CUSTOMER shall pay OUC $________ which is one half of the $________ incurred by OUC in association with the energy efficiency measures provided to the CUSTOMER as outlined in SECTION 14.

Continued on Sheet No. 6.075
IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

ORLANDO UTILITIES COMMISSION

By: ________________________________

By: ________________________________
Robert C. Haven, P. E.
General Manager, CEO

WITNESSES:

CUSTOMER

______________________________
Print Name: ________________________________

______________________________
Print Name: ________________________________

______________________________
Print Name: ________________________________

[AFFIX CORPORATE SEAL HERE]
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT
(Closed To New CUSTOMERS as Of January 1, 2002)

THIS AGREEMENT is made and entered into this ___ day of _______________ 19___, by and between the ORLANDO UTILITIES COMMISSION (hereafter "OUC") whose address is 500 South Orange Avenue, Orlando, Florida 32801, CUSTOMER, (hereafter "CUSTOMER") whose address is ____________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric CUSTOMER, OUC is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER's full requirements for electric service for all of CUSTOMER's locations within OUC's present service area. The CUSTOMER locations that are currently being served by OUC are: __________________________.

SECTION 3. INCORPORATION OF RULES. This Service Agreement adopts and Incorporates by reference all of the provisions of OUC's applicable Rate Schedules, and OUC's Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC's current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission ("FPSC"). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

Continued on Sheet No. 6.081
SECTION 4.  TERM OF AGREEMENT.

4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve (12) month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5.  ACCESS TO PREMISES.  OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER's business while using such access rights.

SECTION 6.  DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.
SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with non-performance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.
SECTION 13. **NOTICES.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customer Connection Department. Notices sent to the CUSTOMER shall be addressed to [address].

SECTION 14. **ELECTRIC RATE.** Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC'S rate adjusting period.

14.1 The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service per SECTION 14.2. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

14.2 OUC agrees to provide and CUSTOMER agrees to take electric service pursuant to the terms and conditions of the applicable prevailing General Service Demand 1 - Option B TOU tariff rate ("GSD1-TOU") as said tariff rate exists and as it may be modified from time to time by OUC. In consideration of such, OUC agrees to decrease the CUSTOMER's monthly electric bill on said GSD1-TOU account(s), before taxes, by an amount of five percent (5%), until the adoption of retail wheeling in the State of Florida. See SECTION 15.3(b) for Agreement termination.

SECTION 15. **FUTURE COMPETITIVE RATE PROTECTION.** It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsular Florida. If during the term of this Agreement, the CUSTOMER determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 15.1. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five (5) year extension.
15.1 The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one (1) year from the notice date. OUC will have twenty (20) working days to compare and respond to the competitive pricing.

15.2 The comparisons shall include the following:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida’s electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

(f) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

15.3 If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) Allowing the CUSTOMER to terminate this Agreement effective one (1) year from the notification date per SECTION 15.1. The CUSTOMER shall reimburse OUC one-half of the cumulative savings, provided under the terms of SECTION 14.2, from a period consisting of the effective date of this Agreement through the termination date.
(c) The reimbursement of the savings shall be due from the CUSTOMER thirty (30) days after the termination of this Agreement. If the CUSTOMER fails to reimburse OUC within the thirty (30) day period, the total amount of the reimbursement will be subject to a late fee of 1.5%. The 1.5% late fee shall be applied to the cumulative balance each additional thirty (30) day period after the original thirty (30) day period.

IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ____________________________
Print Name: ______________________

ORLANDO UTILITIES COMMISSION

By: ____________________________
Print Name: Robert C. Haven, P.E.
General Manager, CEO

WITNESSES:

CUSTOMER

By: ____________________________
Print Name: ______________________

By: ____________________________
Print Name: ______________________

[AFFIX CORPORATE SEAL HERE]
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT
(Closed To New CUSTOMERS as Of January 1, 2002)

THIS AGREEMENT is made and entered into this _____ day of ______________________ , 19___ by and between the ORLANDO UTILITIES COMMISSION (hereafter "OUC") whose address is 500 South Orange Avenue, Orlando, Florida 32801, CUSTOMER, (hereafter "CUSTOMER") whose address is ________________________________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric customer, OUC is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER's full requirements for electric service for all of CUSTOMER's locations within OUC's present service area. The CUSTOMER locations that are currently being served by OUC are: ____________________________________________.

SECTION 3. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by reference all of the provisions of OUC's applicable Rate Schedules, and OUC's Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC's current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission ("FPSC"). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

Continued on Sheet No. 6.091
approved by the Florida Public Service Commission ("FPSC"). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

SECTION 4. TERM OF AGREEMENT.
4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve (12) month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other party, upon the happening of any of the following events:

   (a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

   (b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER's business while using such access rights.
SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with non-performance under this Agreement including instituting legal action seeking: (1) any

Continued on Sheet No. 6.093
remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.

SECTION 13. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customer Connection Department. Notices sent to the CUSTOMER shall be addressed to ___________________________.

SECTION 14. ENERGY EFFICIENCIES. OUC will agree to contribute $_______ to aid in energy conservation measures or improvements made to CUSTOMER's buildings or facilities. This incentive is intended to assist the CUSTOMER by providing the capital needed to invest in their facilities with the goal of lowering their energy and operational costs for the term of this Agreement. (See SECTION 16.3(b) for Agreement termination.)

SECTION 15. ELECTRIC RATE. Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC'S rate adjusting period.

15.1 The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service per SECTION 15.2. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

15.2 For each electric service account of the CUSTOMER'S which has a load that does not qualify for the General Service Demand 1 -Option B TOU tariff rate ("GSD-1 TOU"), OUC agrees to charge for said electric service based upon the applicable prevailing standard tariff resulting in the lowest rate for said electric service account. For each electric service account of the CUSTOMER'S which does meet the GSD1-TOU criteria, OUC agrees to

Continued on Sheet No. 6.094
provide and CUSTOMER agrees to take electric service pursuant to the terms and conditions of the applicable GSD1-TOU as said rate tariff shall exist effective December 1, 1999 and as it may be modified from time to time by OUC. In consideration of such, OUC agrees to decrease the CUSTOMER’s monthly electric bill on said GSD1-TOU accounts, before taxes, by an amount of five percent (5%), until the adoption of retail wheeling in the State of Florida. See SECTION 16.3 (b) for Agreement termination.

SECTION 16. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsular Florida. If during the term of this Agreement, the CUSTOMER determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 16.1. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five year extension.

16.1 The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one (1) year from the notice date. OUC will have twenty (20) working days to compare and respond to the competitive pricing.

16.2 The comparisons shall include the following:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida's electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

Continued on Sheet No. 6.095
(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

(f) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

16.3 If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) Allowing the CUSTOMER to terminate this Agreement effective one (1) year from the notification date per SECTION 16.1. The CUSTOMER shall reimburse OUC $_________ which is one-half of the $_________ incurred by OUC in association with the energy efficiency measures provided to the CUSTOMER. The CUSTOMER shall reimburse OUC one-half of the cumulative savings, provided under the terms of SECTION 15.2, from a period consisting of the effective date of this Agreement through the termination date. The reimbursement of the energy efficiency contribution and the savings provided by SECTION 15.2 will be due from the CUSTOMER thirty (30) days after the termination of this Agreement. If the CUSTOMER fails to reimburse OUC within the thirty (30) day period, the total amount of the reimbursement will be subject to a late fee of 1.5%. The 1.5% late fee shall be applied to the cumulative balance each additional thirty (30) day period after the original thirty (30) day period.

Continued on Sheet No. 6.096
IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ________________________________

By: ________________________________

Robert C. Haven, P.E.
General Manager, CEO

WITNESSES:

By: ________________________________

Print Name: __________________________

By: ________________________________

Print Name: __________________________

By: ________________________________

Print Name: __________________________

CUSTOMER

By: ________________________________

Print Name: __________________________

By: ________________________________

Print Name: __________________________
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of ____________, 20__, by and between the ORLANDO UTILITIES COMMISSION (hereafter “OUC”) whose address is 500 South Orange Avenue, Orlando, Florida 32801, CUSTOMER, (hereafter “CUSTOMER”) whose address is ____________________________.

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric CUSTOMER, OUC is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER’S full requirements for electric service for all of CUSTOMER’S locations within OUC’s present service area. The CUSTOMER locations that are currently being served by OUC are: ____________________________

SECTION 3. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by reference all of the provisions of OUC’s applicable Rate Schedules, and OUC’s Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC’s current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission (“FPSC”). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

Continued on Sheet No. 6.101
SECTION 4. TERM OF AGREEMENT.

4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER’S premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER’S business while using such access rights.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.
SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.
SECTION 13. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customer Connection Department. Notices sent to the CUSTOMER shall be addressed to ______________________________.

SECTION 14. ELECTRIC RATE. Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC's rate adjusting period.

14.1 The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service per SECTION 14.2. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

14.2 For each electric service account of the CUSTOMER's which is not referenced in Exhibit A, OUC agrees to charge for said electric service based upon the applicable prevailing standard tariff resulting in the lowest rate for said electric service account. For each electric service account of the CUSTOMER referenced in Exhibit A, OUC agrees to provide and CUSTOMER agrees to take electric service pursuant to the terms and conditions of the applicable prevailing General Service Demand Secondary Electric Service-Optional Time of Day tariff rate ("GSD-Sec-T") as said tariff rate exists and as it may be modified from time to time by OUC. In consideration of such, OUC agrees to bill the CUSTOMER's electric service accounts referenced in Exhibit A at the prevailing GSD-Sec-T tariff rate, until the adoption of retail wheeling in the State of Florida. See SECTION 15.3(b) for Agreement termination.

SECTION 15. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this Agreement, the customer determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 15.1. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service.

Continued on Sheet No. 6.104
provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five year extension.

15.1 The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one year from the notice date. OUC will have twenty working days to compare and respond to the competitive pricing.

15.2 The comparisons shall include the following:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida's electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

(f) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

15.3 If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) Allowing the CUSTOMER to terminate this Agreement effective one (1) year from the notification date per SECTION 15.1. The CUSTOMER shall reimburse OUC one-half of the cumulative savings provided under the terms of SECTION 14.2 for the CUSTOMER's electric service accounts referenced in Exhibit A as compared to the next best applicable prevailing tariff rate available to the CUSTOMER.
Continued from Sheet No. 6.104 for such accounts, from a period consisting of the effective date of this Agreement through the termination date. The reimbursement of the savings shall be due from the CUSTOMER thirty (30) days after the termination of this Agreement. If the CUSTOMER fails to reimburse OUC within the thirty (30) day period, the total amount of the reimbursement will be subject to a late fee of 1.5%. The 1.5% late fee shall be applied to the cumulative balance each additional thirty (30) day period after the original thirty (30) day period.

IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ________________________________

ORLANDO UTILITIES COMMISSION

By: ________________________________

By: ________________________________

Robert C. Haven, P.E.
General Manager & CEO

WITNESSES:

By: ________________________________

Print Name: ____________________________

CUSTOMER

By: ________________________________

By: ________________________________

Title: ________________________________

By: ________________________________

Print Name: ____________________________

[AFFIX CORPORATE SEAL HERE]
ORLANDO UTILITIES COMMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this day of ____ day of ____________, 20___, by and between the ORLANDO UTILITIES COMMISSION (hereafter "OUC") whose address is 500 South Orange Avenue, Orlando, Florida 32801, and CUSTOMER, (hereafter "CUSTOMER") whose address is ____________________________________________________________________________

RECITALS

1. The CUSTOMER has locations currently being served electricity by OUC.

2. In return for the CUSTOMER agreeing to become a long-term commercial electric customer, OUC is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PROVISION OF SERVICE. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER's full requirements for electric service for all of CUSTOMER's locations within OUC's present service area. The CUSTOMER locations that are currently being served by OUC are: __________________________________________________________________________

SECTION 3. INCORPORATION OF RULES. This Service Agreement adopts and incorporates by reference all of the provisions of OUC's applicable Rate Schedules, and OUC's Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC's current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission ("FPSC"). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.

Continued on Sheet No. 6.111
SECTION 4. TERM OF AGREEMENT.

4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER's business while using such access rights.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.
SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.

SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.
SECTION 13. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customer Connection Department. Notices sent to the CUSTOMER shall be addressed to ___________________________.

SECTION 14. ENERGY EFFICIENCIES. OUC will agree to contribute $___________ to aid in energy conservation measures or improvements made to CUSTOMER's buildings or facilities. This incentive is intended to assist the CUSTOMER by providing the capital needed to invest in their facilities with the goal of lowering their energy and operational costs for the term of this Agreement. (See SECTION 16.3(b) for Agreement termination.)

SECTION 15. ELECTRIC RATE. Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC's rate adjusting period.

15.1 The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service per SECTION 15.2. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

15.2 For each electric service account of the CUSTOMER's which is not referenced in Exhibit A, OUC agrees to charge for said electric service based upon the applicable prevailing standard tariff resulting in the lowest rate for said electric service account. For each electric service account of the CUSTOMER referenced in Exhibit A, OUC agrees to provide and CUSTOMER agrees to take electric service pursuant to the terms and conditions of the applicable prevailing General Service Demand Secondary Electric Service - Optional Time of Day tariff rate ("GSD-Sec-T") as said tariff rate exists and as it may be modified from time to time by OUC. In consideration of such, OUC agrees to bill the CUSTOMER's electric service accounts referenced in Exhibit A at the prevailing GSD-Sec-T tariff rate, until the adoption of retail wheeling in the State of Florida. See SECTION 16.3(b) for Agreement termination.
SECTION 16. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this Agreement, the customer determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 16.1. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five year extension.

16.1 The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one year from the notice date. OUC will have twenty working days to compare and respond to the competitive pricing.

16.2 The comparisons shall include the following:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida’s electric load or at least a market share of 1% of the national retail electric load.

(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

(e) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

16.3 If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:
(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) Allowing the CUSTOMER to terminate this Agreement effective one (1) year from the notification date per SECTION 16.1. The CUSTOMER shall reimburse OUC $__________ which is one-half of the $__________ incurred by OUC in association with the energy efficiency measures provided to the CUSTOMER. The CUSTOMER shall reimburse OUC one-half of the cumulative savings provided under the terms of SECTION 15.2 for the CUSTOMER's electric service accounts referenced in Exhibit A as compared to the next best applicable prevailing tariff rate available to the CUSTOMER for such accounts, from a period consisting of the effective date of this Agreement through the termination date. The reimbursement of the energy efficiency contribution and the savings provided by SECTION 15.2 will be due from the CUSTOMER thirty (30) days after the termination of this Agreement. If the CUSTOMER fails to reimburse OUC within the thirty (30) day period, the total amount of the reimbursement will be subject to a late fee of 1.5%. The 1.5% late fee shall be applied to the cumulative balance each additional thirty (30) day period after the original thirty (30) day period.

IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

ORLANDO UTILITIES COMMISSION

By: ________________________________ By: ________________________________

Robert C. Haven, P.E.
General Manager & CEO

WITNESSES:

CUSTOMER

By: ________________________________ By: ________________________________

Print Name: ________________________________ Title: ________________________________

By: ________________________________
Print Name: ________________________________

[AFFIX CORPORATE SEAL HERE]
SERVICE AGREEMENT FOR LIGHTING SERVICE

(Closed to new customers as of April 1, 2003)

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.

Continued on Sheet No. 6.121
3. Modification of the facilities provided by OUC under this Agreement may only be made through the execution of an additional Agreement or written amendment to this Agreement delineating the modifications to be accomplished.

4. OUC will, at the request of the Customer, relocate the lighting facilities covered by this Agreement if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC lighting facilities.

5. OUC may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

6. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged unless said willful damage is caused by an employee or contractor of OUC. OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. OUC shall be responsible for any and all costs incurred to repair or replace any fixture or pole that has been damaged by any act of God or other force majeure event. A force majeure event includes, but is not limited to, Acts of God, declared or undeclared war, riot, fire, explosion, accident, flood, earthquake, hurricane, tornado, sabotage, inability to obtain fuel or power, governmental laws, regulations, or labor trouble, strike, lockout or injunction, acts or omissions beyond the party's reasonable control, shortage of equipment, materials, supplies, or transportation facilities, or compliance with any law, regulation, action or order of any government body not arising out of party's violation of the applicable law or regulation.

7. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, after receipt of written notice form OUC by the Customer of said failure to pay or perform and thirty (30) day period to cure said failure to perform by the Customer, OUC may cease to supply electric energy or 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 a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement.
8. Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

9. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this agreement are to be assigned to a third party, upon the written consent of OUC, this Agreement may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by OUC.

10. Any assignment of OUC's obligations under this Agreement to a Purchaser of OUC or a part thereof, or other third party, shall be subject to the written consent of the Customer. No assignment shall relieve OUC from any of its obligations under this Agreement until such obligation have been assumed by the Purchaser or third party and agreed to by the Customer.

11. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the facilities referenced herein and 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.

12. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.

13. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

14. This Agreement and the provision contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida.

15. Any litigation arising out of this Agreement shall be brought in the federal or state courts located and lying within Orlando, Orange County, Florida.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.

SECTION 4: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

1. Term: The initial term of this Agreement shall be for ten (10) years, and thereafter for additional 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.

2. Effective Date: The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.

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 and required to be reported to the Customer by OUC under Section 1.2 shall not be considered an amendment provided such annual rate adjustment does not exceed three percent (3%) excluding fuel charges.

4. Termination: If the Customer no longer wishes to receive service under this Agreement, the Customer may opt to terminate the Agreement at year 10 by providing to OUC at least sixty (60) days advance written notice. Upon termination of service, the Customer shall pay an amount equal to $_______. The Customer will also be responsible for the cost of removing the facilities, with such work to be done by OUC and billed to the Customer.
Now, therefore the parties enter into this Agreement as of the dates of execution indicated below.

**CUSTOMER**

Federal ID# ________________________________
By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

**ATTEST:**

**CUSTOMER**

By: ________________________________
Name: ________________________________
Title: ________________________________

By: ________________________________
Name: ________________________________
Title: ________________________________

**ORLANDO UTILITIES COMMISSION**

By: ________________________________
Name: Robert C. Haven, P.E
Title: General Manager/CEO
Date: ________________________________

**ATTEST:**

By: ________________________________
Name: Betty J. Perrow
Title: Assistant Secretary

Continued on Sheet No. 6.125

ISSUED BY: R. C. Haven, Secretary

Effective: February 1, 2002
EXHIBIT 1
LIGHTING FACILITIES COST

RATE PER MONTH:

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

- Monthly Light Fixture O&M, Leasing and Energy Charge** $0.00
- Monthly Fuel Charge $0.00
- Total Monthly Light Charge $0.00
- Monthly Pole Leasing Charge $0.00
- Total Monthly Charges $0.00

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

Additional Charges:

Tax charges will also apply and may be adjusted periodically.

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

Lighting Service

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained herein.

Product description:
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.

Continued on Sheet No. 6.131
3. Modification of the facilities provided by OUC under this Agreement, may only be made through the execution of an additional Agreement or written amendment to this Agreement delineating the modifications to be accomplished.

4. OUC will, at the request of the Customer, relocate the lighting facilities covered by this Agreement if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC lighting facilities.

5. OUC may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

6. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged unless said willful damage is caused by an employee or contractor of OUC. OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. OUC shall be responsible for any and all costs incurred to repair or replace any fixture or pole that has been damaged by any act of God or other force majeure event. A force majeure event includes, but is not limited to, Acts of God, declared or undeclared war, riot, fire, explosion, accident, flood, earthquake, hurricane, tornado, sabotage, inability to obtain fuel or power, governmental laws, regulations, or labor trouble, strike, lockout or injunction, acts or omissions beyond the party's reasonable control, shortage of equipment, materials, supplies, or transportation facilities, or compliance with any law, regulation, action or order of any governmental body not arising out of party's violation of the applicable law or regulation.

7. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, after receipt of written notice form OUC by the Customer of said failure to pay or perform and thirty (30) day period to cure said failure to perform by the Customer, OUC may cease to supply electric energy or 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 a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or 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.
8. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this agreement are to be assigned to a third party, upon the written consent of OUC, this Agreement may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by OUC.

9. Any assignment of OUC's obligations under this Agreement to a Purchaser of OUC or a part thereof, or other third party, shall be subject to the written consent of the Customer. No assignment shall relieve OUC from any of its obligations under this Agreement until such obligation have been assumed by the Purchaser or third party and agreed to by the Customer.

10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the facilities referenced herein and 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.

11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.

12. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. This Agreement and the provision contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida.

14. Any litigation arising out of this Agreement shall be brought in the federal or state courts located and lying within Orlando, Orange County, Florida.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.

SECTION 4: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

1. Term: The initial term of this Agreement shall be for ten (10) years, and thereafter for additional 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.

2. Effective Date: The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.

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 and required to be reported to the Customer by OUC under Section 1.2 shall not be considered an amendment provided such annual rate adjustment does not exceed three percent (3%) excluding fuel charges.

4. Termination: If the Customer no longer wishes to receive service under this Agreement, the Customer may opt to terminate the Agreement at year 10 by providing to OUC at least sixty (60) days advance written notice. The Customer will also be responsible for the cost of removing the facilities, with such work to be done by OUC and billed to the Customer.
Now, therefore the parties enter into this Agreement as of the dates of execution indicated below.

CUSTOMER
Federal ID# ____________________________
By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

ATTEST: CUSTOMER
By: ____________________________
Name: ____________________________
Title: ____________________________

By: ____________________________
Name: ____________________________
Title: ____________________________

ORLANDO UTILITIES COMMISSION
By: ____________________________
Name: Robert C. Haven, P.E
Title: General Manager/CEO
Date: ____________________________

ATTEST: By: ____________________________
Name: Betty J. Perrow
Title: Assistant Secretary

Continued on Sheet No. 6.135
EXHIBIT 1
LIGHTING FACILITIES COST

RATE PER MONTH:

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

- Monthly Light Fixture O&M, Leasing ** $0.00
- Monthly Fuel Charge $0.00

Total Monthly Light Charge $0.00

- Monthly Pole Leasing Charge $0.00

Total Monthly Charges $0.00

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

Additional Charges:

Tax charges will also apply and may be adjusted periodically.

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

Lighting Service

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained herein.

Product description:
This Agreement is made and entered into this ______ day of ______, 20____, by an between the Orlando Utilities Commission (hereafter “OUC”) whose address is 500 South Orange Avenue, Orlando, Florida 32801, and CUSTOMER, (hereafter “CUSTOMER”) whose address is ____________________________.

Recitals

The CUSTOMER has locations currently being served electricity by OUC.

In return for the CUSTOMER agreeing to become a long-term commercial electric customer, OUC is willing to provide certain favorable considerations as set forth below.

Accordingly, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable considerations the receipt and sufficiency of which are acknowledged by the parties, the CUSTOMER and OUC hereby covenant and agree as follows:

Section 1. Recitals. The above Recitals are true and correct, and form a material part of this agreement.

Section 2. Provision of Service. As the exclusive provider of electric power, OUC shall sell and deliver to CUSTOMER, and CUSTOMER shall purchase and receive from OUC, CUSTOMER'S full requirements for electric service for all of CUSTOMER'S locations within OUC's present service area. The CUSTOMER locations that are currently being served by OUC, are: ____________________________________________.

Section 3. Incorporation of Rules. This Service Agreement adopts and incorporates by reference all of the provisions of OUC's applicable Rate Schedules, and OUC's Electric Service Policies, as such Schedules and Electric Service Policies may be changed from time to time. OUC's current approved rate schedules are on file at OUC as approved by the Florida Public Service Commission (“FPSC”). If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of the rate schedule or associated riders shall prevail.
SECTION 4. TERM OF AGREEMENT.
4.1 This Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of ten (10) years, and thereafter for additional terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent terms.

4.2 "Contract Year" shall be a twelve-month period beginning on the anniversary of the effective date of the Agreement.

4.3 Either party shall have the right to terminate this Agreement, following sixty (60) days written notice to the other Party, upon the happening of any of the following events:

(a) Determination of any court or agency having any jurisdiction that all or any portion of this Agreement is invalid or unenforceable.

(b) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, 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. For these purposes, "tax exempt bonds" shall mean bonds, the interest of which is excluded from gross income for Federal income tax purposes.

SECTION 5. ACCESS TO PREMISES. OUC shall, at all reasonable hours, have free access to CUSTOMER's premises for any purpose connected with the delivery of electric power under this Agreement or the exercise of any rights secured to, or the performance of any obligations imposed on it by this Agreement. OUC will use its best efforts not to disrupt the operations of the CUSTOMER's business while using such access rights.

SECTION 6. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 7. NO WAIVER. Any failure at any time by OUC or CUSTOMER to enforce a provision of the applicable Rate Schedule, the Service Agreement, or the Contract Conditions, shall not constitute a waiver by such party of said provision.
SECTION 8. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 9. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by CUSTOMER without the prior written consent of OUC.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the parties agree that venue for such action shall lie only in the courts with jurisdiction over such matters in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1) any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.

SECTION 13. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to OUC shall be addressed to the Vice President of The Customer Connection Department. Notices sent to the CUSTOMER shall be addressed to ________________________________.
SECTION 14. ELECTRIC RATE Energy, Demand and Fuel charges for CUSTOMER class may be adjusted during OUC's rate adjusting period.

14.1 The CUSTOMER will be billed monthly during the term of this Agreement at the following: From the date of execution hereof until the adoption of retail wheeling in the State of Florida, the CUSTOMER shall be charged for electric service per SECTION 14.2. After the adoption of retail wheeling, the CUSTOMER shall be charged for electric service based upon the retail wheeling rate at the point of delivery plus stranded costs, which will consist of generation charges and transmission wheeling and distribution charges.

14.2 For each electric service account of the CUSTOMER's which is referenced in Exhibit A, OUC agrees to charge for said electric service based upon the applicable prevailing standard tariff resulting in the lowest rate for said electric service account.

14.3 For each electric service account of the CUSTOMER referenced in Exhibit B, OUC agrees to TOTALIZE CUSTOMER's accounts pursuant to the terms and conditions of the applicable prevailing Totalized Metering Rider Tariff ("TMR") as said tariff exists and as it may be modified from time to time by OUC, until the adoption of retail wheeling in the State of Florida. See SECTION 15.3(b) for Agreement termination.

SECTION 15. FUTURE COMPETITIVE RATE PROTECTION. It is the intent of OUC to provide electricity and energy at prices and terms that are competitive with those offered by other major providers of electrical capacity and energy into peninsula Florida. If during the term of this Agreement, the customer determines that electrical capacity and energy is available in Central Florida at an average price and terms more favorable than offered by OUC, the CUSTOMER shall notify OUC per SECTION 15.1. OUC shall review the information provided by the CUSTOMER and compare the prices and terms of the competitive proposal provided by the CUSTOMER to the prices and terms of service provided by OUC. Two comparisons will be evaluated by OUC during the initial term of the contract and one comparison during each five year extension.

15.1 The CUSTOMER shall notify OUC in writing that they intend to solicit competitive electricity pricing for service to start one year from the notice date. OUC will have twenty working days to compare and respond to the competitive pricing.

15.2 The comparisons shall include the following:

(a) The offer must be from a viable retail electricity supplier operating in peninsular Florida who has a market share of at least 1% of peninsular Florida’s electric load or at least a market share of 1% of the national retail electric load.
(b) The reliability and security of supply.

(c) Price stability and escalation provisions.

(d) Term of the competing proposal.

(e) Other conditions of service having economic value to the CUSTOMER.

(f) The competing rate shall offer savings to the CUSTOMER, no less than 5% over that offered by OUC.

15.3 If after consideration of the above the CUSTOMER deems that the competing proposal is superior to the conditions of service provided by OUC, OUC shall have the option of either:

(a) Providing electrical service to the CUSTOMER under the terms of the competing proposal.

(b) Allowing the CUSTOMER to terminate this Agreement effective one (1) year from the notification date per SECTION 15.1. The CUSTOMER shall reimburse OUC one-half of the cumulative savings, provided under the terms of SECTION 14.3, from a period consisting of the effective date of this Agreement through the termination date. The reimbursement of the cumulative Totalization savings will be due from the CUSTOMER thirty (30) days after the termination of this Agreement. If the CUSTOMER fails to reimburse OUC within the thirty (30) day period, the total amount of the reimbursement will be subject to a late fee of 1.5%. The 1.5% late fee shall be applied to the cumulative balance each additional thirty (30) day period after the original thirty (30) day period.
IN WITNESS WHEREOF, OUC and CUSTOMER have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ___________________________________________________________________

Betty J. Perrow
Assistant Secretary

ORLANDO UTILITIES COMMISSION

By: ___________________________________________________________________

Robert C. Haven, P.E.
General Manager, CEO

WITNESSES:

__________________________________________________________________________

Print Name: __________________________________________________________________

__________________________________________________________________________

Print Name: __________________________________________________________________

CUSTOMER

By: ___________________________________________________________________

Print Name: __________________________________________________________________

[AFFIX CORPORATE SEAL HERE]

Fed. Tax I.D. ____________________________

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Last modified – 11/1/01
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

ISSUED BY: Kenneth P. Ksionek, Secretary                      Effective: January 1, 2008
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 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.

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;

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

CUSTOMER

Federal ID # __________________________
By: ________________________________
Name ______________________________
Title ______________________________
Date: ______________________________

ATTEST: CUSTOMER

By: ________________________________
Name: ______________________________
Title: ______________________________

By: ________________________________
Name: ______________________________
Title: ______________________________

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of _____________, 200_, by ________________________________. He is personally known to me or has produced __________ ___________________________ as identification.

(Notarial Seal)

__________________________________ Notary Public, State of Florida
Print Name: _______________________

__________________________________
ORLANDO UTILITIES COMMISSION
By: ____________________________
Name: Robert C. Haven, P.E.
Title: General Manager/CEO
Date: __________________________

ATTEST: By: ______________________
Name: Betty J. Perrow
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _________________, 200__, by ROBERT C. HAVEN, 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. 6.157
EXHIBIT 1

LIGHTING SERVICE FEES

PRE-PAYMENT:

The customer agrees to pay the pre-payment amount below prior to OUC ordering materials for the lighting service.

Pre-payment charge $0.00

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 other such functionally equivalent lighting 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:

Continued on Sheet 6.158
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:
SERVICE MASTER AGREEMENT FOR
UPGRADED MASTER LIGHTING INSTALLATION
(Orlando Utilities Commission/City of Orlando and Property Owner/Developer)

This Master Lighting Installation Upgrade and Service Agreement ("Agreement") is entered into this __________ day of ____________, 2003, by and between the ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, whose address is 500 South Orange Ave., Orlando, Florida 32801 ("OUC"), and ___________________, a _________________, whose address is ______________________ (the “Customer”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Schedule I attached hereto and incorporated in this Agreement by reference (the “Property”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “City”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

Continued on Sheet No. 6.161
NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS**

   The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES**

   2.1. OUC shall provide lighting for certain public roadways, streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

   2.1.1. To the extent not specified in this Agreement as Customer’s responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the “Upgraded Lighting Facilities”), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the “Lighting Facilities”.

   2.1.2. OUC shall maintain and operate the Lighting Facilities (the “Maintenance Service”) at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

   2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the “Electrical Service”) in accordance with OUC’s published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the “Lighting Service”.

2.3. The Customer and OUC hereby acknowledge the Property may be platted and developed in phases (each referenced individually as a “Phase”). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the Initial Phase. Lighting Facilities for the initial phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Schedule 2 (the “Initial Lighting Plan”). Lighting Service for any subsequent Phases shall be implemented through
subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the “Lighting Plans” or singularly referred to as “Lighting Plan”. As any subsequent Phases of the Property are platted and developed, addendums to this agreement shall be executed and placed on record by OUC and the Customer for the purpose of (a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4. A condition precedent to OUC’s obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC’s receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that phase in compliance with OUC’s required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the “Service Conditions”). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the “Customer Lighting Facilities”), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of the Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if
applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for the Units are more particularly described on Schedule 3 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Schedule 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Schedule 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of the Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer’s upgrade request (the “Facilities Upgrade Cost”).

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “Maintenance Upgrade Cost”).

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “Electrical Upgrade Cost”).

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5 The facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the “Upgrade Cost”) with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the “Customer Road Notice”) the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.
4. **TERMS OF PAYMENT.**

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Schedule 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner inconsistent with the Orlando Utilities Commission’s Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (3) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or them all. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, 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 imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when 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 applicable taxing authority(ies).

5. **MUTUAL AGREEMENTS**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and 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.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5 OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer’s employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. 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. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer’s obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. 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.
5.8. The Electrical Service provided by OUC to the customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request by OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured five (5) days after receipt by the Customer of OUC’s written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC’s permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The “Effective Date” of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the “Term” for each Phase). The Term for the initial Phase 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 for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase (“Proportional Upgrade Cost”). In the event that an installation of the Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own
Term under this Agreement. As with the initial Phase, the Customer may request interim operation of the Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase is shall begin when installation of the Lighting Equipment for that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13.  [OPTIONAL PARAGRAPH FOR BANNER ARMS] 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 and 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.
NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
In the presence of:

______________________________   By: ______________________________
Name: ________________________

______________________________
Name: ___________________________

______________________________
Name: ________________________   Title: _____________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ___________, 2003, by ___________________________________, as __________________ of the _____________________________, who is [ ] personally known to me or [ ] produced the following identification: ________________________________, and who did not take an oath.

_________________________________
Notary Public

_________________________________
Printed Name Below Signature

_________________________________
My Commission Expires

Continued On Sheet No. 6.169
Signed, sealed and delivered in the presence of:

______________________________
Name: ________________________

______________________________
Name: ________________________

FOR THE USE AND RELIANCE OF OUC ONLY: APPROVED AS TO FORM AND LEGALITY

______________________________
Attorney for OUC

Date: _________________________

ORLANDO UTILITIES COMMISSION

By: ___________________________
Robert C. Haven, P.E.
General Manager & CEO

Attest: _________________________
Name: _________________________
Title: _________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ___________, 2003, by Robert C. Haven, P.E., as General Manager and CEO of ORLANDO UTILITIES COMMISSION, who is [ ] personally known to me or [ ] produced the following identification: ____________________________, and who did not take an oath.

_________________________________
Notary Public

_________________________________
Printed Name Below Signature

My Commission Expires

Continued On Sheet No. 6.170
Continued From Sheet No. 6.170

SCHEDULE 2

INITIAL LIGHTING PLAN

Continued On Sheet No. 6.172
SCHEDULE 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [$    ]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. This monthly due date indicated in OUC’s invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.
SERVICE AGREEMENT FOR LIGHTING MAINTENANCE

This Lighting Maintenance Service Agreement (the “Agreement”) is by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Avenue, Orlando, Florida, 32801 (hereinafter “OUC”), and ______________________________, (hereinafter “Customer”), whose address is Sample Address, St, Zip (together the “Parties” and individually a “Party”).

WHEREAS, the Customer owns or otherwise controls the operation of a facility, the location and description of which is contained in Exhibit 1 attached hereto and incorporated herein (the “Facility”), and desires to have OUC provide certain maintenance services for the lighting fixtures as described in Exhibit 2 and located at the Facility (the “Lighting Fixtures”) as more particularly set forth herein.

WHEREAS, OUC is ready and able to provide lighting maintenance services more particularly described in Exhibit 2 (“Lighting Maintenance Services”) subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promise of the Parties contained herein, and good and valuable consideration, the adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1: OUC LIGHTING MAINTENANCE SERVICES

In return for the payment by Customer of the fees set forth in Exhibit 2, OUC shall during the Term of this Agreement, provide Lighting Maintenance Services in accordance with the terms and provisions of this Agreement.

SECTION 2: CUSTOMER RESPONSIBILITIES

2.1 Access to Facility. Customer shall take all necessary actions to assure that OUC has all necessary access to the Lighting Fixtures, including, without limitation, trimming trees or moving objects that may either obstruct the light output from Lighting Fixtures or that may obstruct or otherwise prevent OUC from performing the Lighting Maintenance Services.

2.2 Customer Provided Services and Materials. The Customer shall provide for all Lighting Fixtures, the necessary wiring, pedestals, anchor bases, junction boxes and voltage for the operation of such Lighting Fixtures and in a manner sufficient to allow OUC to perform any necessary installation, operation and maintenance required as part of the Lighting Maintenance Services.

Continued on Sheet No. 6. 181
2.3 **Title and Risk of Loss.** The Customer shall at all times retain title and risk of loss to Lighting Fixtures and shall be responsible for the day operation of the Lighting Fixtures, including payment for the electricity to operate the Lighting Fixtures.

2.4 **Payment for Damage.** Risk of damage to the Lighting Fixtures shall at all times during the term of this Agreement remain with the Customer. The fees set out in Exhibit 2 for the Lighting Maintenance Service provided by OUC under this Agreement include services required to keep Lighting Fixtures operating taking into account “normal wear and use”. For purposes of this Agreement, “normal wear and use” shall mean aging and failure of parts due to operation of the Lighting Fixtures under conditions falling within manufacturer's recommended operational specifications. “Normal wear and use” shall not include: damage from external forces such as power surges, weather related damage such as lightning, wind or hail, or damage by third parties; nor shall it include damage from operation of Lighting Fixtures outside of manufacturer's recommended operating specifications. The Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Fixture that has been damaged by any such causes, unless said damage caused by an employee or contractor of OUC. With respect to any such damage for which Customer is responsible under this Subsection 2.4, OUC shall not be required to repair or replace the damaged Lighting Fixture until the Parties enter into a written agreement in the form of a Change Order. For damage caused by OUC or its employees, OUC shall pay for necessary repairs.

2.5 **Notification of Need for Maintenance.** During the term of this Agreement, Customer shall promptly notify OUC of any Lighting Fixtures in need of service by faxing a notification to 407-737-4233, which notification shall include the number of Lighting Fixtures in need of service, the general location of each such Lighting Fixture and the work request number listed in Exhibit 1.

SECTION 3 TERMS OF PAYMENT/ PAYMENT SECURITY

3.1 **Service Rates and Annual Adjustments.** In return for OUC providing the Lighting Maintenance Services, Customer shall pay, on or before the due date set forth therein, all invoices for payment rendered by OUC pursuant to the Lighting Facilities Cost make an annual adjustment to rates for Lighting Maintenance Services up to 3% per year. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Lighting Facilities Cost Schedule set forth in Exhibit 2 and to the Termination Payment Schedule as set forth in Exhibit 4.

3.2 **Payment Security.** In the event OUC in its sole discretion deems it prudent to require security for payment by the Customer of amounts due to OUC under this Agreement, OUC may at any time during the term of this Agreement require Customer to deposit with OUC a cash sum equal to two times the Initial Term Monthly Lighting Maintenance Service Charge set forth in Exhibit 2, or upon prior approval by OUC, allow Customer to arrange for a surety bond or an irrevocable letter of credit in the same amount in favor of OUC with a bank or surety company reasonably acceptable to OUC.
3.3 **Failure to Pay / Remedies.** Should the Customer fail to pay any OUC billing invoices rendered pursuant to this Agreement when due, and such failure continues for more than thirty (30) days after written notice from OUC of said failure, OUC may without prejudice to any other remedies available at law or equity, terminate this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of its rights to do so in the future.

**SECTION 4: CONDITIONS OF LIGHTING MAINTENANCE SERVICES**

4.1 **Continued Accessibility.** Continued Lighting Maintenance Service shall be conditioned on the location and the type of Lighting Fixtures remaining, in the judgment of OUC, easily and economically accessible to OUC equipment and personnel for installation and maintenance.

4.2 **Substitution of Materials.** OUC may, at any time, substitute any then existing Lighting Fixtures with other parts which shall be of at least equal mean illuminating capacity, efficiency, rated life in hours and quality.

4.3 ** Interruption of Service.** At all times during the Term of this Agreement, OUC reserves the right to interrupt operation of and service to any Lighting Fixture at any time as necessary for repairs to power lines or equipment associated with the operation of the Lighting Fixtures.

4.4 **Force Majeure Relief.** 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 civil disturbances; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from performing its Lighting Maintenance Service (each considered a “Force Majeure Event”). OUC shall be entitled to an extension of time for the performance of Lighting Maintenance Service sufficient to overcome the effects of any such Force Majeure Event.

4.5 **Condition of Lighting Fixtures.** Customer hereby warrants and represents that the Lighting Fixtures as of the Effective Date, are in good working Condition and are not in need of repairs, unless and except as detailed in Exhibit 3 hereto. The rates set forth in Exhibit 2 for Lighting Maintenance Services are based upon the assumption that the Lighting Fixtures are in good working order and not in need of repairs, other than as set forth in Exhibit 3. In the event that the Lighting Fixtures are in need of repair in addition to that listed in Exhibit 3, including repairs due to damage of the type set forth in Section 2.4, any such repairs shall at Customer’s option be made by Customer or by OUC at Customer’s cost. If Customer opts to have OUC perform such repairs, it may pre-approve certain repair costs under Exhibit 2 and OUC will perform such repairs up to the pre-approved amount. If no such pre-approved repair amount is set forth in Exhibit 2 or if

Continued on Sheet No. 6.183
3.3 Failure to Pay / Remedies. Should the Customer fail to pay any OUC billing invoices rendered pursuant to this Agreement when due, and such failure continues for more than thirty (30) days after written notice from OUC of said failure, OUC may without prejudice to any other remedies available at law or equity, terminate this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of its rights to do so in the future.

SECTION 4: CONDITIONS OF LIGHTING MAINTENANCE SERVICES

4.1 Continued Accessibility. Continued Lighting Maintenance Service shall be conditioned on the location and the type of Lighting Fixtures remaining, in the judgment of OUC, easily and economically accessible to OUC equipment and personnel for installation and maintenance.

4.2 Substitution of Materials. OUC may, at any time, substitute any then existing Lighting Fixtures with other parts which shall be of at least equal mean illuminating capacity, efficiency, rated life in hours and quality.

4.3 Interruption of Service. At all times during the Term of this Agreement, OUC reserves the right to interrupt operation of and service to any Lighting Fixture at any time as necessary for repairs to power lines or equipment associated with the operation of the Lighting Fixtures.

4.4 Force Majeure Relief. 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 civil disturbances; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from performing its Lighting Maintenance Service (each considered a “Force Majeure Event”). OUC shall be entitled to an extension of time for the performance of Lighting Maintenance Service sufficient to overcome the effects of any such Force Majeure Event.

4.5 Condition of Lighting Fixtures. Customer hereby warrants and represents that the Lighting Fixtures as of the Effective Date, are in good working Condition and are not in need of repairs, unless and except as detailed in Exhibit 3 hereto. The rates set forth in Exhibit 2 for Lighting Maintenance Services are based upon the assumption that the Lighting Fixtures are in good working order and not in need of repairs, other than as set forth in Exhibit 3. In the event that the Lighting Fixtures are in need of repair in addition to that listed in Exhibit 3, including repairs due to damage of the type set forth in Section 2.4, any such repairs shall at Customer’s option be made by Customer or by OUC at Customer’s cost. If Customer opts to have OUC perform such repairs, it may pre-approve certain repair costs under Exhibit 2 and OUC will perform such repairs up to the pre-approved amount. If no such pre-approved repair amount is set forth in Exhibit 2 or if
unless either Party gives written notice to the other of its intent not to renew the Agreement at least sixty (60) days prior to expiration date of the initial Term or subsequent Term extensions.

7.3 **Termination for Default.** Upon the failure of either Party to perform or comply with the terms and conditions of this Agreement, which failure continues for thirty (30) calendar days after written notice to the defaulting Party from the other demanding that such failure to perform be cured, the non-defaulting may terminate this Agreement and pursue any available remedies provided by law.

7.4 **Termination for Bond Related Issues.** 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 statuses 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 30 days prior written notice from OUC to Customer.

7.5 **Termination Payment Schedule.** In the event of termination of this Agreement by OUC or Customer under Subsections 3.3, 7.2, 7.3, or 7.4, Customer shall pay OUC the Termination Fee as set forth in the Termination Payment Schedule in Exhibit 4.

SECTION 8: MISCELLANEOUS ARTICLES

8.1 **Assignment.** Customer shall not assign the Agreement, or any rights hereunder, nor delegate in whole or in part its responsibilities hereunder, without the prior written consent of OUC; provided, however, that in the event of the sale of the real property upon which the Facility is located, Customer may assign this Agreement to such purchaser without the prior permission of OUC. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the purchaser or permitted third party assignee in writing with OUC.

8.2 **Entire Agreement.** This Agreement supersedes all previous agreements or discussions, either written, oral or otherwise between 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.

8.3 **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.
8.4 **Severable.** If any part of this Agreement is found invalid or unenforceable by any court or competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

8.5 **Law.** This Agreement and the provision contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida. Any litigation arising out of this Agreement shall be brought in the federal state or state courts located and lying within Orlando, Orange County, Florida.

**CUSTOMER**

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

**ATTEST:** **CUSTOMER**

By: ______________________________
Name: ____________________________
Title: _____________________________

By: ______________________________
Name: ____________________________
Title: _____________________________

**STATE OF FLORIDA**
**COUNTY OF _________________**

The foregoing instrument was acknowledged before me this ____ day of _________________, 200__, by ___________________________________. He is personally known to me or has produced ___________________________ as identification.

Continued on Sheet No. 6.186
Orlando Utilities Commission

By: __________________________

Name: Robert C. Haven, P.E.
Title: General Manager/CEO

Date: ___________________________

ATTEST: By: _________________________
Name: Betty J. Perrow
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of
________________, 200__, by ROBERT C. HAVEN, 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: ____________________
EXHIBIT 1

Location of Fixtures
The fixtures are located at the premise address below.

Premise/Service 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: ___________________________________________________

Legal Description of Property

Continued on Sheet No. 6.188
EXHIBIT 1

Location of Fixtures
The fixtures are located at the premise address below.

Premise/Service 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: _________________________________________________

Legal Description of Property

Continued on Sheet No. 6.188
EXHIBIT 2

LIGHTING FIXTURE REPAIRS NEEDED ON EFFECTIVE DATE

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<th>Description of Repair Needed</th>
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Continued on Sheet No. 6.190
EXHIBIT 2

TERMINATION PAYMENT SCHEDULE

If this Agreement is terminated under the provisions of Subsections 3.3, 7.2, 7.3, or 7.4, Customer shall pay OUC the Termination Fee shown below for the then current Agreement Term year:

Initial Term

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<th>Year</th>
<th>Termination Fee</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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Subsequent Terms

<table>
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<tr>
<th>Year</th>
<th>Termination Fee</th>
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<tr>
<td>1</td>
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<td>5</td>
<td>$______________</td>
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</tbody>
</table>

Continued on Sheet No. 6.191
ADDENDUM 1 TO SERVICE AGREEMENT FOR LIGHTING MAINTENANCE

CHANGE ORDER FORM

CHANGE ORDER NO: __________

This Change Order is made pursuant to the Lighting Maintenance Service Agreement between the Orlando Utilities Commission (“OUC”) and __________________________ (“Customer”), dated ________________________ (“Lighting Maintenance Agreement”). Unless otherwise stated, all capitalized terms contained herein shall be as defined in the Lighting Maintenance Agreement.

1. The “Effective Date” of this Change Order is _______________________________.

2. The Parties hereby agree that in addition to Lighting Maintenance Services currently provided for in the Lighting Maintenance Agreement, OUC shall perform as a one-time service the repairs to the Lighting Fixtures described in Appendix 1 hereto in return for which Customer shall pay to OUC prior to starting such repairs a lump sum payment of $_________________________.

3. The Monthly Lighting Maintenance Service Charge set forth in Exhibit 2 to the Lighting Maintenance Agreement shall be increased by an amount equal to $______________ to account for the increased maintenance cost of the repaired or added items (if any). The new Monthly Lighting Maintenance Service Charge shall equal $____________________1.

4. Except as specifically set forth herein, the Lighting Maintenance Agreement shall remain unchanged and in full force and effect.

Customer

By: _______________________________ Name: ____________________________

Title: ______________________________ Date: ___________________________

ORLANDO UTILITIES COMMISSION

By: _______________________________ Name: ____________________________

Title: ______________________________ Date: ___________________________

________________________________________________________________________

1 This charge may be adjusted subject to review and approval by the Florida Public Service Commission and is subject to the 3% annual adjustment permitted under Section 3.1 of the Agreement.

Continued on Sheet No. 6.192
## APPENDIX 1 TO CHANGE ORDER NUMBER _________
### REPAIRS TO BE PERFORMED BY OUC

<table>
<thead>
<tr>
<th>Description of Repair Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
</tr>
<tr>
<td>6.</td>
</tr>
<tr>
<td>7.</td>
</tr>
</tbody>
</table>
THIS STANDBY SERVICE AGREEMENT (hereafter the “Agreement”) is entered into on this _____ day of ____________, 2002, by and between Orlando Utilities Commission (“OUC”) and _____________________________________ (“Customer”), (hereafter together referred to as “Parties” and individually as a “Party”).

RECITALS

A. Customer owns a nominal _____ kW, _____________________ generating facility(ies), hereinafter referred to as the “Facility”, which is(are) located at ___________________________________________.

B. Customer desires to take electric energy and capacity supplied by OUC to supplement and/or replace energy or capacity ordinarily generated by the Customer’s own generation equipment.

ACCORDINGLY, in consideration of the above-stated Recitals and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM OF AGREEMENT. The Agreement shall have an initial term of three (3) years as provided herein below. The initial term of this Agreement shall commence on the date on which the last of the parties executes the Agreement below and shall expire thirty-six (36) months from that date. This Agreement shall be automatically renewed for additional one (1) year terms upon the expiration of the original.

SECTION 3. OPERATING AGREEMENT.

3.1. General Operation. Customer shall during his term of this Agreement, operate and maintain the Facility in accordance with (i) operating instructions contained in this Agreement and those provided by OUC to Customer from time to time during the term of this Agreement, (ii) the operating and maintenance instructions provided by the respective Facility equipment manufacturers, and (iii) governmental requirements. The following provisions shall apply generally to the operation of the Facility:

Continued on Sheet No. 6.201
(1) **Status of Customer as Operator.** Customer shall perform and execute the provisions of this Agreement as an independent contractor to OUC and shall not be an agent or employee of OUC.

(2) **Status of Customer Subcontractors.** No contractual relationship shall exist between OUC and any Customer subcontractor with respect to the operation of the Facility under such subcontracts.

(3) **Health, Safety and Quality.** Customer shall operate the Facility in accordance with good safety and housekeeping procedures which shall conform with the applicable material provisions of federal, state and local safety laws, codes, regulations, ordinances or other such requirements to prevent injury to persons or damage to property at the Facility during the term of this Agreement.

3.2. **Interconnection Requirements.** Customer shall comply with all requirements as set forth in the Interconnection Requirements, included as Appendix A of this Agreement.

**SECTION 4. NO OUC ENDORSEMENT.** In no event shall any OUC statement, representation, or lack thereof, either expressed or implied, relieve Customer of its exclusive responsibility for the Facility. Specifically, any inspection by OUC or its agent(s) of the Facility shall not be construed as conforming or endorsing the Facility's design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. OUC's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any equipment or procedure of Customer.

**SECTION 5. RESPONSIBILITY AND LIABILITY.** OUC shall be responsible for maintaining OUC owned facilities in a manner consistent with generally accepted utility standards. Customer shall be responsible for maintaining the Facility in a manner consistent with generally accepted utility standards. The parties shall each be responsible for ensuring adequate safeguards for utility customers, utility personnel and equipment, and for the protection of its own generating system. Customer shall indemnify and save OUC harmless from any and all claims, demands, costs (including reasonable attorneys fees at trial and appeal), or expense for loss, damage, or injury to persons or property (including Customer employees, the Facility, and OUC’s system) caused by, arising out of, or resulting from:

5.1 Any negligent act or omission by Customer or Customer's contractors, agents, servants and employees in connection with the installation or operation of the Facility in servants and employees in connection with the OUC's system;

5.2 Any defect in, failure of, or fault related to the Facility; and/or,

5.3 Any other event or act that is the result of, or proximately caused by, the negligence of the Customer.
SECTION 6. FORCE MAJEURE. If either party shall be unable, by any reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term force majeure shall be taken to mean causes not within the reasonable control of the parties affected, including but not limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints or rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such a claim. Customer agrees to pay the costs necessary to reactivate the Facility if the same is rendered inoperable due to actions of Customer, its agents, or force majeure events affecting the Facility. OUC agrees to reactivate at its own cost the interconnection System of the Facility in circumstances where any such system is deactivated by OUC or its agents.

SECTION 7. MODIFICATION. This Agreement may not be amended or modified except by an instrument in writing duly executed by the parties hereto.

SECTION 8. PERMITS. Customer hereby agrees to obtain any and all governmental permits, certifications, or other authority Customer is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. OUC hereby agrees, at Customer expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

SECTION 9. NOTIFICATION. For purposes of communications required or authorized by this Agreement, the Parties designate the following representatives:

For Customer:
Name: ____________________________
Title: ____________________________
Phone (am & pm): ____________________________
Fax: ____________________________

For OUC:
Title: Vice President Customer Connection
Phone (am & pm): 407.423.9100
Fax: 407.236.9628
The designation of the above representatives and other pertinent information may be changed by either Party at any time upon advance notice provided from one Party to the other.

SECTION 10. ELECTRIC RATE. OUC agrees to provide and Customer agrees to take electric service pursuant to the terms and conditions of the applicable prevailing Standby Service Rate Schedule SS as said tariff rate exists and as it may be modified from time to time by OUC.

SECTION 11. TERMINATION OF AGREEMENT. Customer may terminate this Agreement at the end of the initial three (3) year term by providing OUC at least sixty (60) days advanced written notice. Upon termination of this Agreement, the Customer shall pay an amount equal to the following equation:

Termination Fee = Equipment Cost x ((Agreement Date + 15) – Termination Date) / 15

The Equipment Cost of $__________ includes all equipment, installation costs and removal costs incurred by OUC at the Customer’s premise to provide electric standby service specific to this Agreement. The Termination Fee shall not be less than zero.

SECTION 12. GOVERNING LAW. This Agreement shall be governed and construed under the laws of the State of Florida.

SECTION 13. TAX EXEMPTION / TAXES. OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder. Customer shall be responsible for all taxes associated with its performance under this Agreement.
IN WITNESS WHEREOF, Customer and OUC have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:  

ORLANDO UTILITIES COMMISSION

By: _______________________________  By: _______________________________

Betty J. Perrow  
Assistant Secretary  

Robert C. Haven, P.E.  
General Manager, CEO

WITNESSES:  

CUSTOMER

By: _______________________________  By: _______________________________

Print Name: ________________________  Print Name: ________________________

By: _______________________________  
[AFFIX CORPORATE SEAL HERE]

Print Name: ________________________

Federal Tax ID #
RSSA

Residential Solar Service Agreement (RSSA)
Customer–Sited Solar Systems

(Closed to New Customers as of January 2018)

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

(Closed to New Customers as of January 2018)

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)

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

ISSUED BY: Kenneth P. Ksionek, Secretary   Effective: January 1, 2018
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) 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.
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
q) OUC will own, read, and maintain the solar system(s) meter(s).

r) **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.**

IN WITNESS WHEREOF, Customer and OUC, executed this Agreement ______ this day of ______________________ 200__.

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 ______________________ 200___, 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    By: Kenneth P. Ksionek
Title: Assistant Secretary    Title: General Manager and CEO

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ______________________ 200___, 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 PHOTOVOLTAIC SYSTEMS UP TO 2 MW

<table>
<thead>
<tr>
<th>A. APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: __________________</td>
</tr>
<tr>
<td>OUC Account No.: ________</td>
</tr>
<tr>
<td>Mailing Address: ________</td>
</tr>
<tr>
<td>City, State &amp; Zip: ________</td>
</tr>
<tr>
<td>Street Address (if different from above): ________</td>
</tr>
<tr>
<td>City, State &amp; Zip: ________</td>
</tr>
<tr>
<td>Daytime Phone: ________ Fax: ________ Email: ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. RENEWABLE GENERATION SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Name/Model: ________</td>
</tr>
<tr>
<td>Gross Power Rating ________ Watts</td>
</tr>
<tr>
<td>List Manufacturer/Model No. for:</td>
</tr>
<tr>
<td>Interconnecting Equipment: ________ Batteries (if applicable): ________</td>
</tr>
<tr>
<td>System Location: ________ Interconnecting Equipment Location: ________</td>
</tr>
<tr>
<td>AC Disconnect Location: ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. INSTALLATION CONTRACTOR INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Contractor Name: ________</td>
</tr>
<tr>
<td>FL License No.: ________</td>
</tr>
<tr>
<td>Address: ________</td>
</tr>
<tr>
<td>City, State &amp; Zip: ________</td>
</tr>
<tr>
<td>Daytime Phone: ________ Fax: ________ Email: ________</td>
</tr>
</tbody>
</table>

| Proposed Installation Date: ________ |

<table>
<thead>
<tr>
<th>D. HARDWARE AND INSTALLATION COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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).</td>
</tr>
<tr>
<td>3. The system installation has been permitted and passed inspection.</td>
</tr>
</tbody>
</table>

Signed (Contractor): __________________ Date: ________
Name (Print): __________________ Company: ________

<table>
<thead>
<tr>
<th>E. OWNER ACKNOWLEDGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

Signed (Owner): __________________ Date: ________

<table>
<thead>
<tr>
<th>F. UTILITY APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Satisfies OUC Interconnection Requirements</td>
</tr>
<tr>
<td>OUC Representative Name (Print): __________________</td>
</tr>
<tr>
<td>OUC Representative Signature: __________________ Date: ________</td>
</tr>
<tr>
<td>2. Satisfies Code Requirements</td>
</tr>
<tr>
<td>Inspector Name (Print): __________________</td>
</tr>
<tr>
<td>Inspector Signature: __________________ Date: ________</td>
</tr>
</tbody>
</table>
### EXHIBIT A INTERCONNECTION APPLICATION AND COMPLIANCE FORM FOR PHOTOVOLTAIC SYSTEMS UP TO 2 MW

#### A. APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>OUC Account No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
<td></td>
</tr>
<tr>
<td>Street Address (if different from above):</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
<td></td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

#### B. PHOTOVOLTAIC INFORMATION

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>Array DC Power at STC ______ Watts</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Manufacturer/Model No. for:</td>
<td>Modules:</td>
</tr>
<tr>
<td>System Location:</td>
<td>Inverter Location:</td>
</tr>
<tr>
<td>AC Disconnect Location:</td>
<td></td>
</tr>
</tbody>
</table>

#### C. INSTALLATION CONTRACTOR INFORMATION

| Installation Contractor Name: | FL License No.: | Address: | |
|-------------------------------|-----------------|---------|
| Daytime Phone: | Fax: | Email: |  |
| Proposed Installation Date: | | |

#### D. HARDWARE AND INSTALLATION COMPLIANCE

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: __________
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 designed 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.
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:


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 reclosing 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.
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.
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”.
ORLANDO UTILITIES COMMISSION
ECONOMIC DEVELOPMENT RIDER

Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

____________________
CUSTOMER NAME

___________________________
ADDRESS         TYPE OF BUSINESS

The Customer agrees hereto as follows:

1) To create __________ full – time jobs with an annual wage of 150% of the prevailing Orlando, Kissimmee, and Sanford Standard Metropolitan Statistical Area as compiled by the United States Bureau of Labor Statistics.

2) That the quantity of new or expanded load shall be __________ KW of demand with a _____% load factor.

3) The nature of this new or expanded load is _______________________________________.

4) To initiate service under this rider on ______________________________, and terminate service under this rider on ______________ , _________. This shall constitute a period of 4 years.

5) In case of early termination by the Customer, or an early discontinuation by the Orlando Utilities Commission for a violation of the terms and conditions of this rider, the Customer shall be required to repay Orlando Utilities Commission the cumulative discounts received to date under this rider plus interest.

6) If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under the rider and continue the schedule of rate reductions, provided Customer provides Orlando Utilities Commission a copy of the executed assignment within 90 days of said change in ownership.

7) All terms of Rate Schedule EDR, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer’s location/ expansion decision.

Signed: ________________________________  Accepted by: _____________________________
Customer                                          Orlando Utilities Commission

Title: __________________________________  Title: ___________________________________

Date: ________________________________    Date: ________________________________
CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SERVICE UNDER THE COMMERCIAL / INDUSTRIAL SERVICE RIDER

This Contract Service Agreement ("Agreement") is made an entered into as of this ______ day of ____________, by and between _______________________, (hereinafter called the "Customer") and the Orlando Utilities Commission, (hereinafter called the "Orlando Utilities Commission"

WITNESSETH:

WHEREAS, the Orlando Utilities Commission is a statutory commission existing under the laws of the state of Florida; and

WHEREAS, the Customer is ________________________________________________; and

WHEREAS, the Customer can receive electric service from the Orlando Utilities Commission under rate schedule ___________ at the service location described in Exhibit "A"

WHEREAS, the present pricing available under the Orlando Utilities Commission's rate schedule ___________ is sufficient economic justification for the Customer to decide not to take electric service from the Orlando Utilities Commission's Commercial / Industrial Service Rider ("CISR"); and

WHEREAS, the Orlando Utilities Commission has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following month period; and

WHEREAS, the Orlando Utilities Commission is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Orlando Utilities Commission at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement); and

WHEREAS, the Orlando Utilities Commission is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Orlando Utilities Commission at agreed upon service locations (for purposes of this Agreement, the electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Orlando Utilities Commission and Customer agree as follows:

1. Rate Schedules – The Orlando Utilities Commission agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Orlando Utilities Commission’s tariff, rate schedules __________ and CISR as currently on file with the Florida Public Commission which may be changed from time to time. The Customer agrees to abide by all applicable requirements of the tariff, rate schedules __________ and CISR, except to the extent specifically modified by this Agreement. Copies of the Orlando Utilities Commission’s currently approved rate schedules __________ and CISR are attached as Exhibit "B" and made a part hereof.

2. Term of Agreement – This Agreement shall remain in force for a term of ___________ months commencing on the date above first written.

Continued on Sheet No. 6.602
3. Modifications to Tariff and Rate Schedule – See Exhibit “C” to this Agreement.

4. Exclusivity Provision – During the term hereof, the Customer agrees to purchase from the Orlando Utilities Commission the Customer’s entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The “entire requirements for electric capacity and energy” may exclude certain electric service requirements served by the Customer’s own generation as of the date of this Agreement.

5. Termination – This Agreement shall remain in effect for the period defined in the Term of the Agreement above. This Agreement may be terminated in the following manners:

   a. Inaccurate or Misleading information – for the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Orlando Utilities Commission relied upon in entering into this Agreement, this Agreement shall be considered terminated immediately upon such a determination by Orlando Utilities Commission, and within thirty (30) days the Customer shall remit to Orlando Utilities Commission the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit C to this Agreement.

   b. Minimum Load – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If at any time the customer ceases to maintain a minimum demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Orlando Utilities Commission may cancel the Agreement and immediately discontinue any negotiated discounts.

6. Entire Agreement – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Orlando Utilities Commission and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.

7. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Orlando Utilities Commission’s tariff, rate schedule and CISR filed by the Orlando Utilities Commission with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR), the terms and conditions of this Agreement shall control.

8. Notices – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

   If to the Orlando Utilities Commission:

   Orlando Utilities Commission

   Facsimile: ____________________
   Attention: ____________________

   Continued on Sheet No. 6.603
Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

9. Assignment; No Third Party Beneficiaries – This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party’s successors and assigns.

10. Waiver – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

11. Headings – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

12. Counterparts – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. Dispute Resolution – All disputes arising between the Customer and the Orlando Utilities Commission under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.

14. Governing Law – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. Confidentiality – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Orlando Utilities Commission and any information developed by the Orlando Utilities Commission in connection therewith shall be subject to Florida’s Public Records law, Chapter 119, Florida Statutes and where permissible, shall be treated by the Orlando Utilities Commission as confidential, proprietary information in accordance with Florida law.

IN WITNESS WHEREOF, the Customer and the Orlando Utilities Commission have executed this Agreement the day and year first above written.

_________________________________________    ____________________________
AUTHORIZED SIGNATURE                        AUTHORIZED SIGNATURE
_________________________________________
TITLE                                      TITLE

WITNESSES:
_________________________________________
_________________________________________
By: _________________________    By: _________________________
    [Type Name]                          [Type Name]
_________________________________________
_________________________________________
_________________________________________
[Type Name]                                [Type Name]
[CORPORATE SEAL]                          [CORPORATE SEAL]
Contract Service Agreement

Exhibit A

Customer Name and Service Locations(s):

____________________________________________________________________________________

____________________________________________________________________________________

Applicable currently approved rate schedule(s) and CISR tariff _________________________________

_______________________________ (Copies attached).
Contract Service Agreement

Exhibit B

ATTACH APPLICABLE TARIFF RATE SHEET

Continued on Sheet No. 6.606
Contract Service Agreement

Exhibit C

Customer Name and Service Locations(s):

__________________________________________________________________________________
__________________________________________________________________________________

(The otherwise applicable rates may be the GSD-Pri or GSD-Sec).

A credit based on the percentages below will be applied to the demand charges and non-fuel energy charges of the Customer’s otherwise applicable rate schedule (as currently approved by the Florida Public Service Commission or as said tariff and rate schedules may be modified in the future and approved by the Florida Public Service Commission) associated with the Customer’s Load:

Year ___ – ___ % reduction in demand charge and % reduction in non-fuel energy charges*
Year ___ – ___ % reduction in demand charge and % reduction in non-fuel energy charges*
Year ___ – ___ % reduction in demand charge and % reduction in non-fuel energy charges*

(Additional years may be added in accordance with the CSA).

* All other charges including customer charge and fuel charge will be based on the Customer’s otherwise applicable rate.
SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this _____ day of _____________ 200__, 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
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.
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.
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.
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 herein below, whichever 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.
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:
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.
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.
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 _____________, 200__, by
___________________________ 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 ______________, 200__, 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
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
EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING
Light out Telephone Number – 407.737.4222
Light out Web Address – www.ouc.com/home/streetlight.htm
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.
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.
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.

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.

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 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.
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.
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.
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 preapproved 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.
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 produced
_________________________ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: ____________________________

Continued on Sheet No. 6.809
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. 6.810

Continued From Sheet No. 6.808
EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

<table>
<thead>
<tr>
<th></th>
<th>Monthly Lighting Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Investment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fuel and Energy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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
EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING
Light out Telephone Number – 407.737.4222
Light out Web Address – www.ouc.com/home/streetlight.htm
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: ________________________________
Section 7: Contracts and Agreements
<table>
<thead>
<tr>
<th>Designation Document</th>
<th>Description</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CG-1</td>
<td>Standard Rate for Purchase of As-Available Energy from Qualifying Facility</td>
<td>7.001-7.007</td>
</tr>
<tr>
<td>CG-2</td>
<td>Standard Rate for Purchase of Firm Capacity and Energy from Qualifying Facility</td>
<td>7.020-7.030</td>
</tr>
<tr>
<td></td>
<td>Appendix A: Methodology for Calculating Firm Capacity Rates</td>
<td>7.040-7.045</td>
</tr>
<tr>
<td>CG-3</td>
<td>Transmission Service for a Qualifying Facility</td>
<td>7.060-7.065</td>
</tr>
<tr>
<td>SOC-1</td>
<td>Standard Offer Contract for the Purchase of As-Available Energy from a Qualifying Facility</td>
<td>7.080-7.086</td>
</tr>
<tr>
<td>SOC-2</td>
<td>Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility</td>
<td>7.100-7.113</td>
</tr>
<tr>
<td>POA</td>
<td>Parallel Operation Agreement with Qualifying Facility</td>
<td>7.130-7.136</td>
</tr>
<tr>
<td></td>
<td>Exhibit A: Qualifying Facility Interconnection Cost Estimates</td>
<td>7.140</td>
</tr>
<tr>
<td></td>
<td>Exhibit B: Diagram and Description of Interconnection Facility</td>
<td>7.150</td>
</tr>
<tr>
<td>REF-1</td>
<td>Standard Rate for the Purchase of Firm and Energy Capacity from a Renewable Energy Facility</td>
<td>7.169-7.175</td>
</tr>
</tbody>
</table>
CG-1

STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY FROM QUALIFYING FACILITY
RATE SCHEDULE CG-1

AVAILABILITY:

This Rate Schedule is available throughout the entire territory served by Orlando Utilities Commission (OUC). OUC will purchase energy offered by any QF within the territory served by OUC under the provisions of this schedule or at contract negotiated rates. OUC will negotiate and may contract with a QF outside OUC’s service territory where such negotiated contracts are, as determined by OUC, in the best interest of OUC.

APPLICATION:

The Rate Schedule is applicable to any QF producing energy for sale to OUC on an as-available basis pursuant to the terms and conditions of this Rate Schedule and OUC’s Standard Offer Contract for the Purchase of As-Available Energy from a Qualifying Facility ("SOC-1") or a separately negotiated contract. As-Available Energy is energy produced and sold by a QF on an hour-by-hour basis for which firm commitments as to the time, quantity, or reliability of delivery are not required. Criteria for achieving QF status shall be those set out in the Federal Energy Regulatory Commission Rules 292.201 through 292.207, effective March 20, 1980.

CHARACTER OF SERVICE:

Purchases within the territory served by OUC shall be, at the option of OUC, single or three phase, 60 hertz, alternating current at standard available voltage. Purchases from outside the territory served by OUC shall be three phase, 60 hertz, alternating current at the voltage level available at the interchange point between OUC and the utility delivering As-Available Energy from the QF.
LIMITATION OF SERVICE:

Purchases under this Rate Schedule are subject to OUC’s need for As-Available Energy. The need for As-Available Energy will be periodically determined by OUC on the basis of projected loads and available resources. Service under this Rate Schedule is limited to those QF’s which execute a SOC-1 with OUC.

RATES FOR PURCHASES BY OUC:

A. **Capacity Rates**
   Capacity payments to QF’s will not be paid under this schedule. Capacity payments to QF’s may be obtained under Schedule CG-2, Firm Capacity and Energy, from a QF.

B. **Energy Rates**
   The energy rate in cents per kilowatt-hour (¢/kWh) shall be based on OUC’s actual hourly avoided energy costs which are calculated by OUC. Avoided energy costs include incremental fuel, identifiable variable operation and maintenance expenses, and an adjustment for losses reflecting delivery to the appropriate location on OUC’s electric system. When transactions with other utilities take place, the incremental costs are calculated after purchases from other utilities or before sales to other utilities.

   The calculation of payments to the QF shall be based on the sum, over all hours of the billing period, of the product of each hour’s avoided energy cost times the purchases by OUC for that hour. All purchases from QF shall be adjusted for losses from the point of metering to the appropriate location on OUC’s electric system.

C. **Negotiated Rates**
   Upon agreement by both OUC and the QF, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.
DElIVERY VOLTAGE ADJUSTMENT:

Energy payments to QF’s within OUC’s service territory shall be adjusted for losses to the appropriate locations on OUC’s electric system based on the delivery voltage level using the following loss adjustment factors:

<table>
<thead>
<tr>
<th>Qualifying Facility Delivery Voltage</th>
<th>Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission Voltage Delivery</td>
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</tr>
<tr>
<td>(115 kV and 230 kV)</td>
<td>1.0163</td>
</tr>
<tr>
<td>Primary Voltage Delivery</td>
<td></td>
</tr>
<tr>
<td>(34,500 or 12,500 volts)</td>
<td>1.0204</td>
</tr>
<tr>
<td>Secondary Voltage Delivery</td>
<td></td>
</tr>
<tr>
<td>(Less than 12,500 volts)</td>
<td>1.0493</td>
</tr>
</tbody>
</table>

These factors will be based on OUC’s most recent annual data for that applicable system average loss percentage factor. If, in OUC’s judgment, the use of average losses would not result in equitable compensation for losses incurred, incremental losses attributed to the transaction may be used. When incremental losses are to be used, the QF shall be so advised at least 30 days prior to the transaction.
METERING REQUIREMENTS

QF's within the territory served by OUC shall be required to pay all costs associated with meters necessary to measure their energy production. Energy purchases from QF’s outside the territory served by OUC shall be measured as the quantities scheduled for interchange to OUC by the utility delivering As-Available Energy to OUC on behalf of the QF.

Hourly recording meters shall be required for QF’s with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the QF may select any one of the following options: (a) hourly recording meter, (b) dual kilowatt-hour register time-of-day meter, or (c) standard kilowatt-hour meter.

For QF’s with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of (1) OUC’s actual avoided energy rate for each hour during the month; (2) the quantity of energy sold by the QF during that hour; and (3) the appropriate delivery voltage adjustment factor.

For QF’s with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of (1) the average of OUC’s actual hourly avoided energy rates for the on-peak and off-peak periods during the month; (2) the quantity of energy sold by the QF during on-peak and off-peak periods, respectively; and (3) the appropriate delivery voltage adjustment factor.

For QF’s with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of (1) the average of OUC’s actual hourly avoided energy rate for the off-peak periods during the month; (2) the quantity of energy sold by the QF during the month; and (3) the appropriate delivery voltage adjustment factor.

For a time-of-day metered QF, the on-peak hours occur Monday through Friday except holidays, April 1 - October 31 from 12 noon to 9:00 p.m., and November 1 - March 31 from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m., clock time. All hours not mentioned above and all hours of the holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are off-peak hours.
TERMS OF PAYMENT:

A statement covering the charges and payments due the QF shall be prepared and rendered monthly by OUC, and payment normally will be made by the twentieth business day following the end of the billing period or within ten (10) days of mailing (as determined by post-mark), whichever is later.

CHARGES TO QUALIFYING FACILITY:

A. Charges for Additional Services
   OUC shall charge and collect for additional services requested by the QF to be provided by OUC. Such charges and collections shall be in accordance with OUC’s applicable rate schedule(s) which rate schedule by reference becomes a part of this Rate Schedule, and which rate schedule(s) may at OUC’s option be revised from time to time.

B. Interconnection Charge for Non-Variable Utility Expenses
   The QF shall bear the cost required for interconnection including the cost of metering.

C. Interconnection Charge for Variable Utility Expenses
   The QF shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These expenses include (a) OUC’s inspections of the interconnection and (b) ownership costs of any equipment beyond that which would be required to provide normal electric service to the QF if no sales to OUC were involved.

D. Taxes and Assessments
   The QF shall be billed monthly an amount equal to the taxes, assessments, or other impositions, if any, for which OUC is liable as a result of its purchases of As-Available Energy produced by the QF.
TERMS OF SERVICE:

1. It shall be the QF’s responsibility to inform OUC of any change in its electric generation capability.

2. Any electric service delivered by OUC to the QF shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall pertain.

3. A security deposit will be required in accordance with OUC’s rules and regulations and the following:
   
   a. In the first year of operation, the security deposit shall be based upon the singular month in which the QF’s projected purchases from OUC exceed, by the greatest amount, OUC’s estimated purchases from the QF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon inter-connection.

   b. For each year thereafter, a review of the actual sales and purchases between the QF and OUC shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QF exceed the actual sales to OUC in that month.

4. OUC shall specify the point of interconnection and the voltage level.

5. OUC will, under the provisions of this Rate Schedule, require a Parallel Operation Agreement between the QF and the electric utility in whose service territory the QF’s generating facility is located. The QF shall recognize that its generation facility located in OUC’s service territory may exhibit unique interconnection requirements which will be separately evaluated by OUC, modifying OUC’s “Safety and Technical Standards for Parallel Operation of a Qualifying Facility” where applicable.

6. Service under this Rate Schedule is subject to the rules and regulations of OUC.
SPECIAL PROVISIONS:

1. Special contracts deviating from the above standard rate schedule are allowable provided they are agreed to by OUC.

2. A QF located within OUC’s service territory may sell As-Available Energy to a utility other than OUC when adequate transmission capacity is available on OUC’s system. When such conditions exist, OUC will provide transmission wheeling service to deliver the QF’s power to the purchasing utility or to an intermediate utility. In addition, OUC will provide transmission wheeling service through its service territory, when adequate transmission capacity exists, for a QF located outside OUC’s service territory, for delivery of the QF’s power to the purchasing utility or to an intermediate utility. In either case, OUC will charge for wheeling QF As-Available Energy pursuant to the provisions of OUC’s Rate Schedule CG-3 for Transmission Service for a QF.

3. OUC shall be relieved of its obligation to purchase and pay for As-Available Energy from a QF when purchases result in higher costs to OUC than without such purchases, and where service to OUC’s other customers may be impaired by such purchases. On such occasions OUC shall notify the QF as soon as possible or practical.
STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY FROM QUALIFYING FACILITY
RATE SCHEDULE CG-2

This Standard Offer Contract is suspended as of December 17, 1991, since there is no longer an Avoided Resource, and will remain suspended until such time as a new Avoided Resource is identified in OUC’s generation plan.

AVAILABILITY:

This Rate Schedule is available to Qualifying Facilities throughout the entire territory served by the Orlando Utilities Commission (OUC). OUC will purchase Firm Capacity and Energy offered by any QF within the territory served by OUC under the provisions of this Rate Schedule or at contract negotiated rates to the extent such purchases are in the best interest of OUC. OUC will negotiate and may contract for the purchase of Firm Capacity and Energy from a QF outside OUC’s service territory where such purchases are, as determined by OUC, in the best interest of OUC. This Rate Schedule will not be available after March 12, 1991, or a date seventy (70) months prior to the designated in-service date of OUC’s Avoided Resource, whichever is later.

APPLICATION:

This Rate Schedule is applicable to any QF, irrespective of its location, producing capacity and energy for sale to OUC on a firm basis pursuant to the terms and conditions of this Rate Schedule and OUC’s “Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility” ("SOC-2"), or a separately negotiated contract. Firm Capacity and Energy are capacity and energy produced and sold by a QF pursuant to SOC-2 or a negotiated contract and subject to contractual provisions as to quantity, time, and reliability of delivery. Criteria for achieving QF status shall be those set out in Federal Energy Regulatory Commission Rules 292.201 through 292.207, effective March 20, 1980.

CHARACTER OF SERVICE:

Purchases within the territory served by OUC shall be, at the option of OUC, single or three phase, 60 hertz, alternating current at standard available voltage. Purchases from outside the territory served by OUC shall be three phase, 60 hertz, alternating current at the voltage level available at the interconnection point between OUC and the utility delivering Firm Capacity and Energy from the QF.

Continued on Sheet No. 7.021
CG-2

LIMITATION OF SERVICE:

Purchases under this Rate Schedule are subject to OUC’s need for Firm Capacity and Energy. The need for Firm Capacity, as determined OUC planning studies, is 330 MW beginning January 1, 1997. Until such time as this need is satisfied, but no later than March 12, 1991 OUC will subscribe Firm Capacity and Energy offered by any QF under the provisions of this schedule.

Service under this Rate Schedule is limited to those QF’s which:

A. At a point in time not later than seventy (70) months prior to the designated in-service date of OUC’s Avoided Resource, execute a SOC-2 for the purchase of Firm Capacity and Energy by OUC; and

B. Commit to commence deliveries of Firm Capacity and Energy to OUC no later than two years before the designated in-service of OUC’s Avoided Resource and to continue such deliveries through at least ten years beyond the designated in-service date of OUC’s Avoided Resource.

In addition to the above, an option for early capacity payments shall not exceed seventy (70) months prior to the designated in-service date of OUC’s Avoided Resource.

RATES FOR PURCHASES BY OUC:

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt hour, respectively, based on the value of deferring additional capacity resource(s) for OUC. For the purpose of this Rate Schedule, the Avoided Resource has been designated by OUC as a 440 MW net coal-fueled unit, of which OUC would require up to 330 MW to meet its own load requirements. For purposes of this schedule, the Avoided Resource would have a designated in-service date of January 1, 1997. Appendix A of this Rate Schedule describes the methodology used to calculate payment schedules and other general terms and conditions applicable to OUC’s SOC-2.

Continued on Sheet No. 7.022
A. Two Firm Capacity Rates

Two options, A and B, as set forth below, are available for payment for Firm Capacity which is produced by the QF and delivered to OUC. The QF may select either of two payment options: (A) Normal Payment or (B) Early Payment, both as set forth in Appendix A. Option A or B, once selected by the QF, shall remain in effect for the term of the contract between the QF and OUC. Normal and early payment schedule contain the monthly rate per kilowatt of Firm Capacity the QF has contractually committed to deliver to OUC and are based on a minimum contract term which extends ten (10) years beyond the designated in-service date of OUC’s Avoided Resource.

Payment schedules are based on the value of a year-b-year deferral of OUC’s Avoided Resource with a designated in-service date of January 1, 1997.

The QF shall select the month and year in which the delivery of Firm Capacity and Energy to OUC is to commence (Must commence at least two years before the designated in-service date of OUC’s Avoided Resource) and capacity payments are to start. OUC will provide the QF with a schedule of capacity payment rates based on the month and year in which the delivery of Firm Capacity and Energy are to commence.
B. **Energy Rates**

1. **Payments Prior to January 1, 1997 (designated in-service date of OUC’s Avoided Resource):**

   The rate in cents per kilowatt-hour (¢/kWh) shall be based on OUC's actual hourly avoided energy costs which are calculated by OUC. Avoided Energy costs include incremental fuel, identifiable variable operation and maintenance expenses, and an adjustment for losses reflecting delivery to the appropriate location on OUC's electric system. When transactions with other utilities take place, the incremental costs are calculated after purchases from other utilities or before sales to other utilities.

   The calculation of payments to the QF shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases by OUC for that hour. All put from QF shall be adjusted for losses from the point of metering to the appropriate location on OUC's electric system.

2. **Payments Starting January 1, 1997 (designated in-service date of OUC’s Avoided Resource):**

   The energy rate in cents per kilowatt-hour (¢/kWh), shall be the lesser of an hour-by-hour comparison of: (a) OUC’s actual avoided hourly energy costs, or (b) OUC's Avoided Resource's applicable fuel costs, including identifiable variable operation and maintenance expenses. OUC’s Avoided Resource's applicable fuel costs, in cents per kilowatt-hour (¢/kWh), shall be determined as the product of (1) the average monthly inventory charge-out price of coal burned at either (A) the most recent coal unit placed in commercial operation in which OUC has an ownership interest or (B) if (A) is not in operation, the most recent coal unit similar to OUC’s planned Avoided Resource placed in commercial operation by an electric utility in Florida, and (2) the average annual net heat rate for the unit identified in (1) above.
B. **Energy Rates**

Calculation of payments to the QF shall be based on the sum, over all hours of the billing period, of the product of each hours’ appropriate avoided cost (Item (a) or Item (b) in the preceding paragraph) times the purchases by OUC for that hour. All purchases shall be adjusted for losses from the point of metering to the appropriate location on OUC’s electric system. In the case of item (a) in the preceding paragraph, when transactions with other/ utilities take place, the incremental costs are calculated after purchases from other utilities or before sales to other utilities.
PERFORMANCE CRITERIA:

Payments for firm capacity are subject to the QF’s ability to comply with and maintain the performance criteria set forth in SOC-2 as follows:

A. Commercial In-service Date

Capacity payments shall not commence until the QF has attained and demonstrated commercial in-service status. The commercial in-service date of a QF shall be defined as the first day of the month following the successful demonstration of the QF maintaining an hourly kilowatt (kW) output, as metered at the point of interconnection with OUC, equal to or greater than the QF’s Actual Committed Capacity for a test period as set forth in SOC-2. A QF shall coordinate the selection of the test period and operation of its facility during such test period with OUC to insure that the performance of the QF during this test period is reflective of the anticipated operation of the QF.

B. Capacity Factor

Upon achieving commercial in-service status, payments for Firm Capacity shall be made monthly by OUC in accordance with the capacity payment rate option(s) selected by the QF and subject to the provision that the QF maintains a minimum seventy percent (70%) capacity factor on a 12-month rolling average basis for the total hours and a minimum eighty-five percent (85%) capacity factor on a 12-month rolling average basis for the on-peak hours. (See Appendix A for calculation of capacity factor). Failure to achieve these capacity factors shall result in the QF’s forfeiture of payments for Firm Capacity during the month which such failure occurs. Where early capacity payment option has been elected and starting with the month of March 1991 (the first month the QF is eligible for such early capacity payments), failure of the QF to maintain capacity factors stated above shall also result in payments by the QF to OUC. The amount of such payments shall be equal to the difference between: (1) what the QF would have been paid had it elected the normal payment option starting January 1, 1997 (the designated in-service date of OUC’s Avoided Resource); and (2) what the QF would have been paid pursuant to the early payment option had it maintained the capacity factor performance criteria.
All capacity payments made prior by OUC prior to January 1, 1997 (the designated in-service date of OUC's Avoided Resource) are considered “early payments.” The owner and/or operator of the QF, as designated by OUC, shall secure its obligation to repay, with interest, the cumulative amount of early capacity payments in the event of the QF defaults under the terms of its Standard Offer Contract with OUC. OUC will provide monthly summaries of total outstanding balance of such security obligations. The types of security instruments which are acceptable to OUC are indicated in Appendix A.

C. Additional Criteria

1. The QF shall provide to OUC prior to March 1 for the next fiscal year or at other times requested by OUC, monthly generation estimates:

2. The QF shall promptly update its yearly generation schedule and maintenance schedule as and when any changes are determined necessary;

3. The QF shall agree to reduce generation of take other appropriate action as requested by OUC for safety reasons or to preserve system integrity:

4. The QF shall coordinate the delivery of its generated output and scheduled outages with OUC;

5. The QF shall comply with the reasonable requests of OUC regarding daily or hourly communications;

6. The QF shall provide all necessary information including but not limited to data acquisition for real time telemetry and acquisition of actual generation output of the Facility requested by OUC to implement and administer this Rate Schedule and other applicable rate schedule(s); and

7. The QF’s maximum hourly output shall not exceed the Actual Committed Capacity defined in its Standard Offer Contract by more than 5%.

8. The QF shall adjust reactive power flow in the interconnection as may be reasonably required by OUC or the electric utility with which the QF has signed a Parallel Operation Agreement within the rage of 90% leading to 85% lagging power factor unless otherwise provided in the Parallel Operation Agreement.
DELEVERY VOLTAGE ADJUSTMENTS:

Energy payments to QF’s within OUC’s service territory shall be adjusted to the appropriate location on OUC’s electric system based on the delivery voltage level using the following adjustment factors:

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<thead>
<tr>
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<th>Adjustment Factor</th>
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<td>1.0204</td>
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<td>Secondary Voltage Delivery</td>
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</tr>
<tr>
<td>(less than 12,470 volts)</td>
<td>1.0493</td>
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</tbody>
</table>

These factors will be based on OUC’s most recent annual data for the applicable system average loss percentage factor. If, in OUC’s judgment, the use of average losses would not result in equitable compensation for losses incurred, incremental losses attributed to the transaction may be used. When incremental losses are to be used, the QF shall be so advised at least 30 days prior to the transaction.

METERING REQUIREMENTS:

QF’s within the territory served by OUC shall be required to pay all costs associated with meters necessary to measure their energy production. Energy purchases from QF’s outside the territory served by OUC shall be measured as the quantities scheduled for interchange to OUC by the utility delivering Firm Capacity and Energy to OUC on behalf of the QF. Hourly recording meters shall be required for QF’s delivering firm energy.

TERMS OF PAYMENT:

A statement covering the charges and payments due the QF shall be prepared and rendered monthly by OUC, and payment normally will be made by the twentieth business day following the end of the billing period or within ten (10) days of mailing (as defined by postmark), whichever is later.
CHARGES TO QUALIFYING FACILITY:

A. Charges for Additional Services
   OUC will charge and collect for additional services requested by the QF to be provided by OUC. Such charges and collections shall be in accordance with OUC’s applicable rate schedule(s) which rate schedules by reference becomes a part of this Rate Schedule, and which rate schedule(s) may at OUC’s option be revised from time to time.

B. Interconnection Charge for Non-Variable Utility Expenses
   The QF shall bear the cost required for the interconnection facilities, including the cost of metering and the costs associated with eliminating any impairment or reduction the electric power transfer capability of OUC’s transmission system, resulting from or attributable to the interconnection of the QF.

C. Interconnection Charge for Variable Utility Expenses
   The QF shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These expenses include (a) OUC’s inspections of the facilities, and (b) ownership costs of any equipment beyond that which would be required to provide normal electric service to the QF if no sales to OUC were involved.

D. Taxes and Assessment
   The QF shall be billed monthly an amount equal to the taxes, assessments, other impositions, if any, for which OUC is liable as a result of its purchases of Firm Capacity and Energy produced by the QF.

TERMS OF SERVICE:

1. It shall be the QF’s responsibility to inform OUC of any change in its electric generation capability.

2. Any electric service delivered by OUC to the QF shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall prevail.
3. A security deposit will be required in accordance with OUC's rules and regulations and the following:

a. In the first year of operation, the security deposit should be based upon the singular month in which the QF's projected purchases from OUC exceed, by the greatest amount, OUC's estimated purchases from the QF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.

b. For each year thereafter, a review of the actual sales and purchases between the QF and OUC should be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QF exceed the actual sales to OUC in that month.

4. OUC shall specify the point of interconnection and voltage level.

5. OUC will, under the provisions of this Rate Schedule, require a Parallel Operation Agreement between the QF and the electric utility in whose service territory the QF's generating facility is located. The QF shall recognize that its generation facility located in OUC's service territory may exhibit unique interconnection requirements which will be separately evaluated by OUC, modifying OUC's "Safety and Technical Standards for Parallel Operation of a Qualifying Facility" where applicable.

6. Service under this Rate Schedule is subject to the rules and regulations of OUC.
SURETY BOND REQUIREMENTS:

OUC requires that when early capacity payments are elected, the QF must provide assurance of repayment of early capacity payments in the event the QF is unable to meet the terms and conditions of its contract. Depending on the nature of the QF operation, financial health and solvency, and its ability to meet the terms and conditions of OUC’s SOC-2, one of the following may constitute an equivalent assurance of repayment:

   (1) Surety Bond;
   (2) Escrow
   (3) Irrevocable Letter of Credit

SPECIAL PROVISIONS:

1. Special contracts deviating from the above standard rate schedule are allowable provided they are agreed to by OUC.

2. A QF located within OUC’s service territory may sell Firm Capacity and Energy to a utility other than OUC when adequate transmission capacity is available on OUC’s system. In addition, OUC will provide transmission wheeling service through its service territory, when adequate transmission capacity exists, for a QF located outside OUC’s service territory, for delivery of the QF’s power to the purchasing utility or to an intermediate utility. When such conditions exist, OUC will provide transmission wheeling service to deliver the QF’s power to the purchasing utility or to an intermediate utility. In either case, OUC will charge for wheeling QF Firm Capacity and Energy pursuant to the provisions of OUC’s Rate Schedule CG-3 for Transmission Service for a QF.

3. OUC shall be relieved of its obligation to purchase and pay for electric capacity and energy from a QF when purchases result in higher costs to OUC than without such purchases, and where service to OUC’s other customers may be impaired by such purchases. On such occasions OUC shall notify the QF as soon as possible or practical.
Appendix A

METHODOLOGY FOR CALCULATING FIRM CAPACITY RATES

AVAILABILITY:

Appendix A provides a detailed description of the methodology used by the Orlando Utilities Commission (OUC) to calculate the monthly values of deferring OUC’s Avoided Resource referred to in Rate Schedule CG-2. Also contained in this appendix is the methodology used by OUC to calculate the 12-month rolling average capacity factors of a Qualifying Facility (“QF”).

CALCULATION OF VALUE OF DEFERRAL:

OUC specifies that the avoided capacity costs, in dollars per kilowatt per month, associated with firm capacity sold to OUC by a QF pursuant to OUC’s standard offer shall be defined as the value of a year-by-year deferral of OUC’s Avoided Resource and shall be calculated as follows:

\[
VAC = CKI_n \frac{1 - \frac{(1+i_p)}{(1+r)}^{L}}{1 - (\frac{(1+i_p)}{(1+r)})^L} \quad (1 + ip)^n
\]

\[
VAOM = \frac{CO_n}{12} \frac{(1 + i_o)}{(1 + r)} (1 + i_o)^n
\]

\[
PWVAC = \frac{VAC}{(1 + r)^n}
\]

\[
P_L = \frac{F}{12} \frac{r}{1 - (1 + r)^{-L}}
\]

Continued on Sheet No. 7.041
Appendix A

Where, for a one year deferral:

\[ \text{VAC} = \text{OUC’s annual value of avoided capacity cost, on a non-levelized basis, in dollars per kilowatt per year.} \]

\[ \text{VAOM} = \text{OUC’s monthly value of avoided fixed operating and maintenance expense, in dollars per kilowatt per month.} \]

\[ \text{PWVAC} = \text{Present value of the annual avoided capacity cost payments, beginning on January 1, 1997.} \]

\[ \text{F} = \text{The cumulative present value on January 1, 1997 of annual avoided capacity cost payments on a non-levelized basis for L years, in dollars per kilowatt.} \]

\[ \text{PL} = \text{OUC’s monthly value of avoided capacity, in dollars per kilowatt per month on a levelized basis for L years, beginning on January 1, 1997.} \]

\[ \text{C} = \text{a constant risk multiplier equal to 0.8 for the purpose of OUC’s standard offer agreement;} \]

\[ \text{K} = \text{present value of carrying charges for one dollar of investment over L years with carrying charges assumed to be paid at the end of each year;} \]

\[ \text{I_n} = \text{total direct and indirect installed cost, in dollars per kilowatt of OUC’s Avoided Resource with an in-service date of year n;} \]

\[ \text{O_n} = \text{total first year’s fixed operating and maintenance expense, in dollars per kilowatt per year, of OUC’s Avoided Resource.} \]

\[ \text{i_o} = \text{annual escalation rate associated with the operation and maintenance expense of OUC’s Avoided Resource.} \]

\[ \text{i_p} = \text{annual escalation rate associated with the capital cost of OUC’s Avoided Resource;} \]

\[ \text{r} = \text{annual discount rate, defined as OUC’s incremental cost of capital;} \]

\[ \text{L} = \text{expected life of OUC’s Avoided Resource; and} \]

\[ \text{n} = \text{year for which OUC’s Avoided Resource is deferred starting with its original designated in-service date and continuing for L years.} \]

Normally, payment for firm capacity shall not commence until the in-service date of OUC’s Avoided Resource. At the option of the QF, however, OUC may begin making early monthly capacity payments consisting of the capital cost component of the value of a year-by-year deferral of OUC’s Avoided Resource starting as early as seventy (70) months prior to the designated in-service date of OUC’s Avoided Resource. Such early monthly capacity payments shall be calculated as follows:
Appendix A

\[ PWVAC = \frac{VAC}{(1 + r)^m} \]

\[ P_L = \frac{F}{12} \frac{r}{1 - (1 + r)^{-L}} \]

Where:

- \( PWVAC \) = Present Value of the annual avoided capacity cost payments, beginning with January 1st of the year in which early capacity payments to a QF begin.
- \( P_L \) = OUC's monthly value of avoided capacity cost, in dollars per kilowatt per month on a levelized basis for \( L \) years, beginning on January 1st of the year in which early capacity payments to a QF begin.
- \( m \) = The number of years in advance of the designated in-service date of OUC's Avoided Resource that early payments will begin.
- \( F \) = The cumulative present value in the year that contractual payments will begin, of the annual avoided capacity payments, on a non-levelized basis, which would have been made had capacity payments commenced with the designated in-service date of OUC's Avoided Resource (This value excludes the fixed operating and maintenance expense component).
### Appendix A

The applicable parameters for the formulas above are as follows:

**NORMAL PAYMENT OPTION PARAMETERS**

For a one year deferral:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>VAC</td>
<td>OUC’s annual value of avoided capacity cost, on a non-levelized basis, in</td>
<td>45.740</td>
</tr>
<tr>
<td></td>
<td>dollars per kilowatt per year, for the year 1997;</td>
<td></td>
</tr>
<tr>
<td>PWVAC</td>
<td>Present value of the first year’s annual avoided capacity cost payment;</td>
<td>45.740</td>
</tr>
<tr>
<td>F</td>
<td>Cumulative present value of annual avoided capacity cost payments on a</td>
<td>1,134.9</td>
</tr>
<tr>
<td></td>
<td>non-levelized basis for 40 years, in dollars per kilowatt;</td>
<td></td>
</tr>
<tr>
<td>P_L</td>
<td>OUC’s monthly value of avoided capacity on a levelized basis, in dollars</td>
<td>8.488</td>
</tr>
<tr>
<td></td>
<td>per kilowatt per month, beginning on January 1, 1997;</td>
<td></td>
</tr>
<tr>
<td>VAOM</td>
<td>First year’s monthly value of avoided fixed operating and maintenance</td>
<td>1.544</td>
</tr>
<tr>
<td></td>
<td>expense, in dollars per kilowatt per month;</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>a constant risk multiplier equal to 0.8 for the purpose of OUC’s standard</td>
<td>0.8</td>
</tr>
<tr>
<td></td>
<td>contract offer;</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>present value of carrying charges for one dollar of investment over L years</td>
<td>1.179</td>
</tr>
<tr>
<td></td>
<td>with carrying charges assumed to be paid at the end of each year;</td>
<td></td>
</tr>
<tr>
<td>I_n</td>
<td>total direct and indirect installed cost, in dollars per kilowatt of OUC’s</td>
<td>1,186</td>
</tr>
<tr>
<td></td>
<td>Avoided Resource with an in-service date of year n;</td>
<td></td>
</tr>
<tr>
<td>O_n</td>
<td>total first year’s fixed operating and maintenance expense, in dollars per</td>
<td>23.83</td>
</tr>
<tr>
<td></td>
<td>kilowatt per year, of OUC’s Avoided Resource;</td>
<td></td>
</tr>
<tr>
<td>i_p</td>
<td>annual escalation rate associated with the capital cost of OUC’s Avoided</td>
<td>5.67%</td>
</tr>
<tr>
<td></td>
<td>Resource;</td>
<td></td>
</tr>
</tbody>
</table>

Continued on Sheet No. 7.044
Appendix A

For a one year deferral:

\[ I_o = \text{annual escalation rate associated with the operation and maintenance expense of OUC's Avoided Resource}; \]

\[ r = \text{annual discount rate, defined as OUC's incremental cost of capital}; \]

\[ L = \text{expected life of OUC's Avoided Resource}; \]

\[ n = \text{year for which OUC's Avoided Resource is deferred starting with its original designated in-service date}; \]

\[ \text{January 1, 1997} \]

EARLY PAYMENT OPTION PARAMETERS

For a one year deferral:

\[ VAC = \text{OUC's annual value of avoided capacity cost, on a non-levelized basis, in dollars per kilowatt per year, for the year 1997}; \]

\[ \text{45.740} \]

\[ PWVAC = \text{Present value of the first year's annual avoided capacity cost payment, at January 1, 1990}; \]

\[ \text{25.591} \]

\[ F = \text{Cumulative present value of annual avoided capacity cost payments on a non-levelized basis for 40 years, at January 1, 1990, in dollars per kilowatt}; \]

\[ \text{634.709} \]

\[ P_L = \text{OUC's monthly value of avoided capacity, in dollars per kilowatt per month on a levelized basis, beginning on January 1, 1997}; \]

\[ \text{4.747} \]

\[ m = \text{the number of years in advance of the designated in-service date of OUC's Avoided Resource that early payments will begin}; \]

\[ \text{7 years} \]
Appendix A

CALCULATION OF 12-MONTH ROLLING AVERAGE CAPACITY FACTOR:

For the purpose of this Rate Schedule, capacity factors of the QF shall be calculated as:

(A) The total 12-month rolling average capacity factor is equal to the total kilowatt-hours of energy delivered to OUC by the QF during the preceding 12 months, divided by the product of (1) Actual Committed Capacity in kilowatts and (2) the sum of the total hours during the preceding 12 months less those hours during which OUC was unable to accept energy and capacity deliveries from the QF.

(B) The on-peak hours 12-month rolling average capacity factor is equal to the kilowatt-hours of energy delivered by the QF to OUC during the on-peak hours, as defined below, during the preceding 12 months, divided by the product of (1) the Actual Committed Capacity in kilowatts and (2) the sum of the on-peak hours during the preceding 12 months less those on-peak hours during which OUC was unable to accept energy and capacity deliveries from the QF.

During the first 12 months in which the capacity factors are calculated, the QF’s capacity factors shall be based on the months elapsed. These calculations shall be performed each month until enough months have transpired to calculate the 12-month rolling average capacity factors.

The on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon to 9:00 pm, and November 1 – March 31 from 6:00 am to 10:00 am and 6:00 pm to 10:00 pm, clock time.
TRANSMISSION SERVICE FOR A QUALIFYING FACILITY
RATE SCHEDULE CG-3

AVAILABILITY:

Transmission service hereunder is available over Orlando Utilities Commission (OUC) facilities to or from existing points of delivery and such other points as may be established on OUC’s system. Firm and non-firm transmission service is available where and so long as OUC’s facilities have adequate capacity to permit the transmission requested by the Qualifying Facility (“QF”) on a technically feasible basis without adversely affecting the adequacy, reliability, or cost of providing electric service to OUC’s retail and other customers.

Firm Transmission Service

Firm transmission service for Firm Capacity and Energy shall be provided on a continuous basis for a specified quantity of power to be transmitted for the duration of an agree upon commitment period so long as there is sufficient unused capacity in OUC’s transmission facilities to provide such service.

A Letter of Commitment shall be required between the QF and OUC specifying the quantity of power to be transmitted (the “Contract Demand”) and the period of time for which such deliveries are requested. Prior to entering into such Letter of Commitment, OUC may perform or may have performed, at the expense of the QF, load flow and stability studies of its system to determine whether or not the requested service will adversely affect the adequacy, reliability, or cost of providing electric service to OUC’s retail and other customers. If the requested transmission service would require OUC to install new facilities, would cause it to install facilities significantly earlier than it would otherwise do, or otherwise cause it to incur exceptional expense, OUC reserves the right to decline to provide service under this tariff and, at its option, may offer transmission service under a compensatory contract. Such compensatory contract would, to the extent appropriate in the circumstances, follow the provisions of this transmission service tariff and its associated terms and conditions.

Non-Firm Transmission Service

Non-firm transmission service for As-Available Energy shall be provided on a when-, as-, and if-available basis and such service is interruptible at the sole option of OUC. OUC will provide notification of interruptions of non-firm transmission service at least one hour prior to such interruption, to the extent possible. Such service shall be provided only if there is sufficient unused capacity in OUC’s transmission facilities.

Continued on Sheet No. 7.061
In the event the QF fails to interrupt or curtail its use of Non-firm transmission service within one hour upon notification to so do by OUC, then such service shall, for billing purposes only, be considered as Firm transmission service and billed as such by OUC for the current and succeeding eleven billing months, but shall in all other respects still be considered as Non-firm transmission service. Non-firm transmission service is not available for transmission of Firm Capacity and Energy.

APPLICABILITY:

This Rate Schedule shall apply to transmission service for any QF to which OUC is directly or indirectly electrically interconnected for delivery of power generated by the QF to another electric utility. For purposes of this Rate Schedule, QF means a cogeneration or small power production facility which is a qualifying facility under Subpart B of the Federal Energy Regulatory Commission’s regulations under the Public Utilities Regulatory Policies Act of 1978, §201, with regard to cogeneration and small power production.

Service under this Rate Schedule is not available for the transmission of electrical power generated by the QF at one location to the facilities of the QF at another location or for transmission to any entity that is not an electric utility.

CHARACTER OF SERVICE:

The service under this Rate Schedule is 60 hertz, alternating current of the phase and nominal voltage desired by the QF, provided that the electric service of the voltage desired by the QF is available in the area in which service is desired.
LIMITATION OF SERVICE:

For both Firm and Non-firm transmission service provided hereunder, OUC maintains the right at any time to deny, curtail, or discontinue transmission service (1) for interruptions or reductions due to force majeure; (2) for interruptions or reductions due to action instituted by automatic or manual control resulting in disconnection for the purpose of maintaining overall reliability and continuity of OUC’s electrical system or for the purpose of protecting OUC’s generation of transmission or distribution facilities; (3) for temporary interruptions or reductions which, in the opinion of OUC, are necessary or desirable for the purpose of maintenance, repairs, replacements, or installation of equipment, or investigation and inspection; or (4) if OUC determines that the provision of such service would adversely affect the adequacy, reliability, or cost of providing electric service to OUC’s retail or other customers.

Prior to initiating transmission service under this Rate Schedule, should the QF be located within OUC’s electric system, OUC and the QF shall have executed a Parallel Operation Agreement covering the interconnected operations of OUC’s and the QF’s resources. Such agreement shall include, but not be limited to, the following topics:

a) Costs of interconnecting with the QF including specifically assigned costs to be paid by the QF, and any additional administrative and general expenses incurred by OUC to be paid by the QF,
b) Safety and Technical Standards for Parallel Operation,
c) Automatic and manual disconnection requirements,
d) Output compatibility,
e) Inadvertent energy flows,
f) Protective equipment requirements,
g) Metering provisions, including type, ownership, location, access and testing,
h) Indemnification, force majeure, insurance, and term, and
i) Reactive power penalty clause.

Prior to initiating transmission service under this Rate Schedule, if a QF is not located within OUC’s electric system and requires transmission service over OUC’s electric system, the QF shall provide OUC a copy of all executed agreements required to transmit capacity and energy from the QF’s generating facilities to and from OUC’s electric system and execute an agreement with OUC addressing the above listed items as appropriate.

TRANSMISSION RATES:

Firm and Non-firm transmission rates shall be based on OUC’s projected revenue requirements associated with providing transmission service.

LOSSES:

OUC shall receive power from the QF for delivery and shall deliver at OUC’s interconnection points with other utilities such amount received less an amount attributable to losses. These losses will be based on OUC’s most recent annual data for the applicable system average loss percentage factor. If, in OUC’s judgment, the use of average losses would not result in equitable compensation for losses incurred, incremental losses attributed to the transaction may be used. When incremental losses are to be used, the QF shall be so advised at least 30 days prior to the transaction.

VOLTAGE LEVEL ADJUSTMENTS:

Transmission rates developed under this Rate Schedule shall be calculated to account for voltage level adjustments, if any.
DETERMINATION OF BILLING DEMAND:

Monthly charges for Firm transmission service shall be based on the monthly rate per kW multiplied by the Contract Demand in kW established in the Letter of Commitment. Monthly charges for Non-firm transmission service shall be based on the rate per kWh multiplied by the energy scheduled to be received by OUC and to be transmitted over OUC’s system for the month.

TERMS OF PAYMENT:

Bills for transmission service shall be rendered monthly by OUC to the QF. All such bills shall be due and payable within ten (10) days from the date of mailing. Any amount due and unpaid after the due date shall be termed delinquent and there shall be added interest of one percent (1%) per month and an additional one percent (1%) for each month thereafter.

POWER FACTOR:

It shall be the responsibility of the QF receiving transmission services to supply enough reactive power to maintain the power factor of transmitted power as near unity as practicable.

SCHEDULED DELIVERIES:

It shall be the responsibility of the QF to arrange a schedule satisfactory to OUC for transmitted power and energy, up to the level of the Contract Demand, and to notify OUC of such schedule prior to commencement of the transaction. The QF shall furnish OUC a 24-hour schedule by noon of the prior day. The amount scheduled to be delivered will be rounded to the nearest whole MW for dispatching purposes only.

CONTINUITY OF TRANSMISSION SERVICE:

OUC does not guarantee that the transmission service delivered hereunder will be free from interruption or impairment, and OUC shall not be liable for damages resulting therefrom.

NO DEDICATION OF FACILITIES:

Any undertaking by one party to the other party under any provision of this Rate Schedule shall not constitute the dedication of the system or any portion thereof, of any party to the public or to the other party, and it is understood and agreed that any such undertaking by any party shall cease upon termination of this Rate Schedule.
TRANSMISSION BY THIRD PARTIES AND BACKUP GENERATION SERVICES:

The QF is responsible for all necessary transmission arrangements with any third parties and for backup generation services and shall also be responsible for all costs associated with transmission by other parties and for backup generation services.

CHANGES IN RATE SCHEDULE:

OUC may change the provisions of this transmission Rate Schedule, including the rates and associated terms and conditions, by notifying the QF in writing of such changes at least sixty (60) days in advance.

NOTICE

Any notice, demand or request required or authorized by this Rate Schedule shall be deemed properly given if mailed, postage prepaid to:

a) Notice to OUC from QF:

Orlando Utilities Commission, P.O. Box 3193, Orlando, Florida 32802; Attention: Director, System Operations, Electrical Operations Department. Such notice, demand or request must then be acknowledged and consented to by OUC in writing, or by phone call by Director, System Operations, or his designee.

b) Notice to QF from OUC:

________________________________________________________

Such notice, demand or request must then be acknowledged and consented to by _____________ in writing, or by phone call by ________________, or his designee.

The designation of the person to be notified or the address of such person may be changed at any time, or from time to time by similar notice.
STANDARD OFFER CONTRACT FOR THE PURCHASE OF AS-AVAILABLE ENERGY FROM A QUALIFYING FACILITY

THIS AGREEMENT is made and entered into this ___________ day of _________________, 19__ by and between the _______________________, (hereinafter referred to as the “QF”) and Orlando Utilities Commission, (hereinafter referred to as “OUC”), a statutory commission existing under the laws of the State of Florida. The QF and OUC shall collectively be referred to hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, QF, being certified as such, desires to sell, and OUC desires to purchase, non-firm electricity to be generated by the QF consistent with the definitions and criteria contained in the Federal Energy Regulatory Commission Rules 292.101 and 292.301 through 292.308, effective March 20, 1980, and

WHEREAS, QF has signed a Parallel Operation Agreement with the electric utility (including OUC) in whose service territory the QF’s generating facility is located, which is attached hereto as Appendix ___________; and

WHEREAS, for a QF not directly interconnected with OUC’s electric system, the QF has entered into the necessary agreements required to have the capacity and energy delivered to OUC’s electric system, which is attached hereto as Appendix ___________;

NOW THEREFORE, for mutual consideration the Parties agree as follows:

Continued on Sheet No. 7.081
Section 1. Facility

QF has installed or operates or contemplates installing and operating a _______________ kVA __________ generating facility located at ________________________. The generator is designed to produce a maximum of ______________ megawatts (MW), or ______________ kilowatts (kW) of electric power at an 85% lagging power factor [90% leading for induction generators], such equipment being hereinafter referred to as the “Facility”.

Section 2. Term of the Agreement

This Agreement shall begin immediately upon execution and delivery by the Parties and shall remain in effect until cancelled by mutual agreement of the parties.

Section 3. Sale of Electricity by the QF

OUC agrees to purchase power generated by the QF and transmitted to OUC by QF as metered at the point of interconnection and, when applicable, adjusted for losses to the appropriate location on OUC’s electrical system.

OUC will make reasonable provisions to purchase As-Available Energy from the QF, but OUC will not make or accept such purchases of As-Available Energy from the QF to the extent such energy will jeopardize the integrity and/or reliability of OUC’s system.

Section 4. Payment for Electricity Produced by QF

4.1 Energy. OUC agrees to pay for energy produced by the QF and delivered to OUC in accordance with the rates and procedures contained in Rate Schedule CG-1, and as may be amended from time to time.
Section 5. Electricity Production Schedule

During the term of this Agreement, QF agrees at its cost to:

(a) Comply with reasonable requirements of OUC regarding day-to-day and hour-by-hour communications between the parties relative to the performance of this Agreement;

(b) Provide all necessary information, including but not limited to data acquisition for real time telemetry and monitoring of actual generation output of the Facility, requested by OUC to implement and administer this Agreement and applicable rate schedules;

(c) Adjust reactive power flow in the interconnection as may be reasonably required by OUC or the electric utility with which the QF has signed a Parallel Operation Agreement within the range of 90% leading to 85% lagging power factor unless otherwise provided in the Parallel Operation Agreement;

(d) Come off line quickly during emergencies where generation from the Facility would contribute to the overloading of the interconnected utility system’; and

(e) Provide and additional criteria reasonably required by OUC related to the delivery of As-Available energy by the QF.
Section 6.  General Provisions

6.1 Permits.  QF hereby agrees to obtain any and all governmental permits, certifications, or other authority QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.  OUC hereby agrees, at QF’s expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

6.2 Indemnification.  QF agrees to indemnify and save harmless OUC and its respective employees, officers, directors, and agents against any and all liability, loss, damage, costs or expense which OUC and its respective employees, officers, directors, and agents may hereafter incur, suffer or be required to pay by reason of negligence on the part of QF in performing its obligations pursuant to this Agreement or QF’s failure to abide by the provisions of this Agreement.  QF agrees to include as an additional insured in any liability insurance policy or policies QF obtains to protect QF’s interest with respect to QF’s indemnity and hold harmless assurances to OUC contained in this Section.
6.3 **Force Majeure.** If either Party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the Party so failing shall give written notice and full particulars of such cause or causes to the other Party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term “force majeure” shall be taken to mean causes not within the reasonable control of the Parties affected, including but not limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests, and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the Party attempting to make such a claim. QF agrees to pay the costs necessary to reactivate the Facility and/or the interconnection with OUC’s electric system if the same are rendered inoperable due to actions of QF, its agents, or force majeure events affecting the Facility or the interconnection with OUC. OUC agrees to reactivate at its own cost the interconnection with the Facility in circumstances where any interruptions to such interconnection are caused by OUC or its agents.

6.4 **Assignment.** The QF shall have the right to assign its benefits under this Agreement but the QF shall not have the right to assign its obligations and duties without OUC’s prior written approval.

6.5 **Disclaimer.** In executing this Agreement, OUC does not, nor should it be construed to, extend its credit or financial support for the benefit of a third parties lending money to or having other transactions with QF or any assignee of this Agreement.
6.6 Notification. For purposes of making any and all nonemergency oral and written notices, payments or the like required under the provisions of this Agreement, the Parties designate the following to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instruction to contact another individual.

For the QF:

________________________________________
________________________________________
________________________________________  Phone _______________________

For OUC:

________________________________________
________________________________________
________________________________________  Phone _______________________

6.7 Tax Exemption. OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax-exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder.

6.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any unresolved disputes if litigated, shall be filed with the appropriate Florida courts.
6.9 **Severability.** If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.

6.10 **Complete Agreement and Amendments.** All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment or modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both Parties to this Agreement.

6.11 **Incorporation of Rate Schedule.** The Parties agree that this Agreement shall be subject to all of the provisions contained in OUC’s published Rate Schedule CG-1 as approved and amended from time to time. The Rate Schedule is incorporated herein by reference.

6.12 **Survival of Agreement.** This Agreement as may be amended from time to time shall be binding and inure to the benefit of the Parties’ respective successors-in-interest and legal representatives.

IN WITNESS HEREOF, QF and OUC have executed this Agreement the day and year first above written.

Attested: Qualifying Facility

By: _____________________________  By: ______________________________
Authorized Officer

Attested: Orlando Utilities Commission

By: _____________________________  By: ______________________________

Approved as to form and correctness:

________________________________
STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM A QUALIFYING FACILITY

This Standard Offer Contract is suspended as of December 17, 1991, since there is no longer an Avoided Resource, and will remain suspended until such time as a new Avoided Resource is identified in OUC’s generation plan.

THIS AGREEMENT is made and entered into this ___________ day of ______________, 19 ___ by and between ______________ the Qualifying Facility, (hereinafter referred to as the “QF”) and Orlando Utilities Commission (hereinafter referred to as the “OUC”), a statutory commission existing under the laws of the State of Florida. The QF and OUC shall collectively be referred hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, QF, being certified as such, desires to sell, and OUC desires to purchase, firm electricity to be generated by the QF consistent with the definitions and criteria contained in the Federal Energy Regulatory Commission Rules 292.101 and 292.301 through 292.308, effective March 20, 1980, and

WHEREAS, QF has signed a Parallel Operation Agreement with the electric utility (including OUC) in whose service territory the QF’s generating facility is located, which is attached hereto as Appendix _____ and

WHEREAS, for a QF not directly interconnected with OUC’s electric system, the QF has entered into the necessary agreements required to have the capacity and energy delivered to OUC’s electric system, which is attached hereto as Appendix _____;

NOW THEREFORE, for mutual consideration the Parties agree as follows:

Continued on Sheet No. 7.101
Section 1. Facility

QF has installed or operates or contemplates installing and operating a _______ kVA __________________________ generating facility located at ___________________________. The generator is designed to produce a maximum of ______________ megawatts (MW), or ______________ kilowatts (kW) of electric power at an 85% lagging power factor [90% leading for induction generators], such equipment being hereinafter referred to as the “Facility”.

Section 2. Term of the Agreement

This agreement shall begin immediately upon its execution by the Parties and shall end at 12:01 a.m., _____________________________, 19__. If construction and commercial operation of the Facility are not accomplished by QF before January 1, 1995 (which date shall be at least two years prior to designated in-service date of OUC’s Avoided Resource), this Agreement shall be rendered of no force and effect and OUC shall be entitled to take any remedies available to it in accordance with Florida law.

Notwithstanding the foregoing, on order to receive capacity payments pursuant to Section 4.2 or Section 6, herein, in consideration of the planning horizon for adding base load resources, this Agreement must be executed by both Parties at least seventy (70) months prior to the designated in-service date of OUC’s Avoided Resource.

SECTION 3. Sale of Electricity by QF

OUC agrees to purchase electric power generated at the Facility and transmitted to OUC by QF as metered at the point of interconnection and, when applicable, adjusted for losses to the appropriate location on OUC’s electric system.
Section 4. Payment for Electricity Produced by QF

4.1 Energy. OUC agrees to pay the QF for energy produced by the Facility and delivered to OUC in accordance with the rates and procedures contained in Rate Schedule CG-2 and as may be amended from time to time.

Prior to January 1, 1997, (designated in-service date of OUC’s Avoided Resource) QF will receive energy payments based on OUC’s actual hourly avoided energy costs. Beginning January 1, 1997, (designated in-service date of OUC’s Avoided Resource) QF’s energy payments will be based on the lesser of OUC’s actual avoided hourly energy costs or the fuel costs of OUC’s Avoided Resource as defined in Rate Schedule CG-2, with such comparison to be made hourly.

4.2 Capacity.

4.2.1 Anticipated Committed Capacity. QF expects to sell approximately _________ kW of capacity, beginning on or about ________________, 19__. QF may finalize its Anticipated Committed Capacity after initial Facility testing, and specify when capacity payments are to begin, by completing Section 4.2.2 at a later time. QF must complete Paragraph 4.2.2 by January 1, 1995, which date must be at least two years prior to the designated in-service date of OUC’s Avoided Resource in order to be entitled to any capacity payments pursuant to this Agreement.

4.2.2 Actual Committed Capacity. The Actual Committed Capacity by QF for the purposes of this Agreement is ________________ kW and shall not deviate from the Anticipated Committed Capacity by the greater on one MW or 10% of the Anticipated Committed Capacity. QF elects to receive, and OUC agrees to commence calculating capacity payments in accordance with this Agreement starting with the first billing month following _________________________, 19__.
4.2.3 **Capacity Payments.** QF chooses to receive capacity payments from OUC under Option _____________________ (one of the options identified in Rate Schedule CG-2).

At the end of each billing month, beginning with the billing month specified in Section 4.2.2 and ending with the date specified in Section 3, OUC will calculate the most recent twelve-month rolling average capacity factors as established in Section 7 for such month based on QF’s Actual Committed Capacity. During the initial twelve month period, this calculation will be based on the months that have transpired since the first billing month. If the capacity factors thus calculated are 70% or more for total hours and 85% or more for on-peak hours, then OUC agrees to pay QF a Capacity Payment that is the product of QF’s Committed Capacity and the applicable rate from QF’s chosen capacity payment option.

The capacity payment for a given month will be added to the energy payment for such month and tendered by OUC to QF as a single payment as promptly as possible, normally by the twentieth business day following the day the meter is read.

Notwithstanding the foregoing, no capacity payments shall be made if the QF fails to comply with the provisions of Section 7 herein.

**Section 5. Electricity Production Schedule**

During the term of this Agreement, QF agrees at its cost to:

(a) Provide OUC by March 1 preceding each fiscal year (October 1 through September 30) or at other times as may be requested, an estimate of the amount of electricity to be generated by the Facility and delivered to OUC for each month of the fiscal year, including the time, duration and magnitude of any planned outages or reductions in capacity;

(b) Promptly update the yearly generation schedule and maintenance schedule as and when any changes may be determined necessary;

(c) Coordinate the delivery of its generation output and its scheduled Facility outages with OUC and other utilities as appropriate;
(d) Comply with reasonable requirements of OUC regarding day-to-day and hour–by-hour communications between the parties relative to the performance of this Agreement;

(e) Provide all necessary information, including but not limited to data acquisition for real time telemetry and monitoring of actual generation output of the Facility, requested by OUC to implement and administer this Agreement and applicable rate schedules; and

(f) Adjust reactive power flow in the interconnection as may be reasonably required by OUC or the electric utility with which the QF has signed a Parallel Operation Agreement within the range of 90% leading to 85% lagging power factor unless otherwise provided in the Parallel Operation Agreement.

(g) Come off line quickly during emergencies where generation from the facility would contribute to the overloading of the interconnected utility system.

Section 6. QF’s Obligation if QF Receives Early Capacity Payments

The QF’s payment option choice pursuant to Section 4.2.3 may result in early payment by OUC for capacity delivered. The parties recognize that such capacity payments paid prior to January 1, 1997, (designated in-service date of OUC’s Avoided Resource) are in the nature of “Early Payments” for a future capacity benefit to OUC. To ensure that OUC will receive a capacity benefit for which early capacity payments have been made, or alternatively, that the QF will repay the amount of Early Payments received to the extent the capacity benefit has not been conferred, the following provisions will apply:

OUC shall establish a Capacity Account. Amounts shall be credited to the Capacity Account each month prior to January 1, 1997, (designated in-service date of OUC’s Avoided Resource) equal to the amount of OUC’s capacity payments made to the QF pursuant to QF’s chosen payment option for Rate Schedule CG-2. The monthly balance in the Capacity Account shall accrue interest at an annual rate of _________% (equal to the annual discount rate used in developing the early payment to QF).
Commencing on January 1, 1997, (designated in-service date of OUC’s Avoided Resource) there shall be debited from the Capacity Account each month an “Early Payment Offset Amount” to reduce the balance in the Capacity Account. Such Early Payment Offset Amount shall be equal to that amount which OUC would have paid for capacity in that month if the QF had elected to begin receiving payment on January 1, 1997, (designated in-service date of OUC’s Avoided Resource) minus the monthly capacity payment OUC makes to QF pursuant to the capacity payment option chosen by QF in Section 4.2.3.

The QF shall owe OUC and be liable for the outstanding balance in the Capacity Account. OUC agrees to notify QF monthly as to the current Capacity Account balance. Prior to receipt of early capacity payments the QF shall provide a document promising to repay any outstanding balance in the Capacity Account in the event the QF defaults pursuant to this Agreement. Such promise shall be secured by means acceptable to OUC and in accordance with the provisions of Rate Schedule CG-2. The specific repayment assurance for purposes of this Agreement shall be: _______________________________. The total outstanding balance in the Capacity Account shall immediately become due and payable in the event of a default by the QF, as defined pursuant to Section 9. The QF’s obligation to pay the outstanding balance in the Capacity Account shall survive termination of this Agreement.

Section 7. Performance Criteria

A QF, in order to be eligible to receive firm energy and capacity payments, must comply with the following minimum performance criteria:

(i) The QF will begin to deliver energy and capacity no later than two years prior to January 1, 1997, (the designated in-service date of OUC’s Avoided Resource) and continuing for a period of at least ten years beyond such designated date;
Continued from Sheet No. 7.105

(ii) The QF agrees to maintain a minimum seventy percent (70%) capacity factor tor energy delivered by the QF on a 12-month rolling average basis for the total hours and a minimum eighty-five percent (85%) capacity factor on a 12-month rolling average basis for the on-peak hours as defined in Rate Schedule CG-2 during the period, and such calculations shall exclude amounts of hourly output (energy) in excess of 5% above the Actual Committed Capacity;

(iii) The QF agrees to provide monthly generation estimates by March 1 for the next fiscal year;

(iv) The QF agrees to promptly update the yearly generation schedule when any changes are determined necessary;

(v) The QF agrees to reduce generation or take other appropriate action as requested by OUC for safety reasons or to preserve system integrity;

(vi) The QF agrees to coordinate the delivery of its generated output and scheduled outages with OUC and other utilities as appropriate;

(vii) The QF agrees to comply with OUC’s reasonable requests regarding daily or hourly information and communications requirements;

(viii) The QF agrees that it is not entitled to receive capacity payments until the QF has attained commercial in-service status. The commercial in-service date of the QF is defined as the first day of the month following the successful completion of the QF maintaining an hourly kilowatt output, as metered at the point of interconnection with OUC equal to or greater than the QF’s Actual Committed Capacity for a 24-hour test period;

(ix) The QF agrees to coordinate the selection of the above described test period and operation of its facility during such test period with OUC in order to ensure that the performance of the QF during the 24-hour test period is reflective of the anticipated day-to-day operation of the QF;

(x) The QF agrees that the maximum hourly output of its facility shall not exceed the Actual Committed Capacity as defined in Section 4.2.2 by more than 5%;
(xi) The QF agrees that the Facility will be able during emergencies to perform as follows: (a) quickly coming on line, (b) quickly adjusting generation output, (c) remaining in operation and connected to the interconnected utility system, and (d) quickly coming off line where generation from the Facility would contribute to the overloading of the interconnected utility system;

(xii) The QF agrees, since fuel supply is a major factor in the delivery of a reliable supply of capacity and energy from the Facility, to maintain an adequate and reliable supply of primary fuel during the term of this agreement with backup fuel storage or supplementary fuel supply as deemed appropriate and provide pertinent information, including contract documents, upon request by OUC;

(xiii) The QF agrees to any additional criteria reasonably required by OUC related to the delivery of firm energy and capacity by the QF during OUC’s daily and seasonal peak periods; and

(xiv) If the QF’s continued operation depends on the sale of thermal energy, the QF agrees to maintain contracts for sale of such during the term of this agreement and agrees to provide pertinent information, including contract documents, upon request by OUC.

Section 8. Failure to Meet Performance Criteria

8.1 The QF’s failure to meet the Performance Criteria in any month where normal capacity payments have been selected will result in no capacity payment by OUC to the QF for such month.

8.2 Where early capacity payments have been selected, for those months prior to the designated in-service date of OUC’s Avoided Resource in which the QF does not meet the Performance Criteria, the QF will receive no capacity payment. Commencing with the designated in-service date of OUC’s Avoided Resource, the QF will not only fail to receive a capacity payment, but must also immediately repay to OUC the difference between what would have been paid pursuant to the early payment option had it met the Performance Criteria.

Section 9. Default

9.1 Should any of the following conditions exist, OUC shall have the right to declare the QF in default under this Agreement:

(i) The QF ceases all electric generation for twelve (12) consecutive months;
(ii) After ________________, 19___, (month in which capacity payments commence) the QF fails to maintain a 70% capacity factor on a twelve-month rolling average basis for total hours or fails to maintain an 85% capacity factor on a twelve-month rolling average basis for on-peak hours, for twenty-four consecutive months;

(iii) The QF ceases the conduct of active business; or if proceedings under the Bankruptcy Act or insolvency laws shall be instituted by or for or against QF; or if a receiver shall be appointed for the QF or any of its assets or properties; or if any part of the QF shall be attached, levied upon, encumbered, pledged, seized, or taken under any judicial process and such proceedings shall not be vacated or fully stayed within (30) days thereof; or if the QF shall make an assignment for the benefit of creditors or admit in writing its inability to pay its debts as they become due:

(iv) The QF fails to give proper assurance of adequate performance as specified under the Agreement within thirty (30) days after OUC, with reasonable grounds for insecurity, has requested in writing such assurance; and

(v) The QF materially fails to perform as specified under this Agreement.

Once this contract is declared to be in default, upon written notice to the QF then the current balance in the Capacity Account shall be paid to OUC.

9.2 The QF shall provide security to OUC for payment of the current balance, existing form time to time, of the Capacity Account in the event of default by the QF. Security shall be provided by furnishing a bond or setting up an escrow account to receive payment of Early Capacity Payments. If a bond is furnished, it shall be written on a company and in a form acceptable to OUC. The bond shall be furnished at the time of execution of this Agreement by the QF and shall have an effective period coextensive with the terms of this contract. The minimum amount of the bond shall be equal to the balance in the Capacity Account as it may exist from time to time during the term of this Agreement.

If an escrow account is established, an escrow agreement will be executed by the parties in a form acceptable to OUC. Early Capacity Payments will be paid into an interest-bearing account and will be accumulated by the escrow agent until the designated in-service date of OUC’s avoided resource. After that date, the escrow agent shall make monthly payments to the QF in amounts equal to the Early Capacity Payment Offset Amount calculated pursuant to Section 6 of this Agreement.
9.3 The parties agree that any default by the QF as defined in this Section will result in substantial injury to OUC but that a general amount for damages arising from such failures cannot be predetermined. Therefore, the parties agree that if the QF should default under the terms of this Section, the QF shall pay to OUC, as liquidated damages and not as a penalty, the amount of $_______________, which is based on seventy (70) months of exposure for OUC and $1.00/KW-month of QF capacity stipulated in Section 4.2 of this contract. This provision shall in no way affect any right OUC might have to terminate this Agreement, and OUC’s exercise of a right to terminate shall not release the QF from its obligation to pay liquidated damages in the amount set forth in this paragraph. The QF shall post a bond upon its execution of this Agreement in the amount of the liquidated damages set forth herein and in a form acceptable to OUC. Said bond shall secure payment of liquidated damages to OUC in the event of default by the QF.

Section 10. General Provisions

10.1 Permits. QF hereby agrees to obtain any and all governmental permits, certifications, or other authority QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. OUC hereby agrees, at QF’s expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

10.2 Indemnification. QF agrees to indemnify and save harmless OUC and its respective employees, officers, directors, and agents against any and all liability, loss, damage, costs or expense which OUC and its respective employees, officers, directors, and agents may hereafter incur, suffer or be required to pay by reason of negligence on the part of QF in performing its obligations pursuant to this Agreement or QF’s failure to abide by the provisions of this Agreement. QF agrees to include OUC as an additional insured in any liability insurance policy or policies QF obtains to protect QF’s interest with respect to QF’s indemnity and hold harmless assurances to OUC contained in this Section.
10.3 **Renegotiations Due to Regulatory Changes.** Notwithstanding anything in this Agreement to the contrary, should OUC at any time during the term of this Agreement fail to obtain or be denied the regulatory authorization of any regulatory body which now has or in the future may have jurisdiction over OUC’s rates and charges, to recover from its customers all of the payments required to be made to QF under the terms of this Agreement or any subsequent amendment to this Agreement, the Parties agree that, at OUC’s option, they shall renegotiate this Agreement or any applicable amendment. If OUC exercises such option to renegotiate, OUC shall not thereafter be required to make such payments to the extent OUC’s authorization to recover them from its customers is not obtained or is denied. OUC’s exercise of its option to renegotiate shall not relieve the QF of its obligation to repay the balance in the Capacity Account. It is the intent of the Parties that OUC’s payment obligations under this Agreement or any amendment hereto are conditioned upon OUC’s being fully reimbursed for such payments through its Energy Cost Adjustment Clause or other authorized rates or charges. Any amounts initially recovered by OUC from its ratepayers but for which recovery is subsequently disallowed by any regulatory body asserting jurisdiction and charged back to OUC may be set off or credited against subsequent payments made by OUC for purchases from the QF, or alternatively, shall be repaid by the QF.
10.4 **Force Majeure.** If either Party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the Party so failing shall give written notice and full particulars of such cause or causes to the other Party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term “force majeure” shall be taken to mean causes not within the reasonable control of the Parties affected, including but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or other similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the Party attempting to make such claim. QF agrees to pay the costs necessary to reactivate the Facility and/or the interconnection with OUC’s electric system if the same are rendered inoperable due to actions of QF, its agents, or force majeure events affecting the Facility or the interconnection with OUC. OUC agrees to reactivate at its own cost the interconnection with the Facility in circumstances where any interruptions to such interconnection are caused by OUC or its agents.

10.5 **Assignments.** The QF shall have the right to assign its benefits under this Agreement but the QF shall not have the right to assign its obligations and duties without OUC’s prior written approval.

10.6 **Disclaimer.** In executing this Agreement, OUC does not, nor should it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with QF or any assignee of this Agreement.
10.7 **Notification.** For purposes of making any and all nonemergency oral and written notices, payments or the like required under the provisions of this Agreement, the Parties designate the following to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual.

For the QF:

__________________________
__________________________
__________________________   Phone ______________________

For OUC:

__________________________
__________________________
__________________________   Phone ______________________

10.8 **Tax-Exemption.** OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder.

10.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any unresolved disputes if litigated, shall be filed with the appropriate Florida courts.
10.10 **Severability.** If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.

10.11 **Complete Agreement and Amendments.** All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment or modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both Parties to this Agreement.

10.12 **Incorporation of Rate Schedule.** The Parties agree that this Agreement shall be subject to all the provisions contained in OUC’s published Rate Schedule CG-2 as approved and amended from time to time. The Rate Schedule is incorporated herein by reference.

10.13 **Survival of Agreement.** This Agreement as may be amended from time to time shall be binding and inure to the benefit of the Parties’ respective successors-in-interest and legal representatives.

IN WITNESS HEREOF, QF and OUC have executed this Agreement the day and year first above written.

Attested:                                      Qualifying Facility

By: __________________________               By: ___________________________
     Authorized Officer

Attested:

By: __________________________               By: ___________________________

Approved as to form and correctness:

________________________________________
PARALLEL OPERATION AGREEMENT
WITH QUALIFYING FACILITY

Orlando Utilities Commission (OUC) agrees to interconnect and operate in parallel its electric system with the electric generating facility of __________________________, Qualifying Facility (“QF”) subject to the following provisions. The QF and OUC shall collectively be referred herein after as the “Parties”.

1. Facility

   The QF’s generating facility, hereinafter referred to as the “Facility”, is located at __________________________________. QF intends to have its Facility installed and operational on or about _________________, 19___. QF shall provide OUC reasonable prior notice of the Facility’s initial operation by submitting an application for interconnection and it shall cooperate with OUC to arrange initial deliveries of power to OUC’s electric system.

   The Facility has been or will be certified as a QF pursuant to Federal Energy Regulatory Commission Rules 202.201 through 292.207 effective March 20, 1980. The QF shall maintain this certification status throughout the term of this Agreement.

2. Term of the Agreement

   This Agreement shall begin immediately upon its execution and delivery by the Parties and shall remain in effect until cancelled by mutual agreement of the parties.

3. Construction Activities

   QF shall provide OUC with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least _____________________ prior to the date on which the Facility shall be completed. OUC agrees to use its reasonable best efforts to complete the interconnection facilities as described in this Agreement within ______________________ for receipt of written instruction to proceed.

Continued on Sheet No. 7.131
Upon the Parties’ agreement as to the appropriate interconnection design requirements and receipt of written instructions to proceed from the QF, OUC shall design and perform or cause to be designed and performed all of the work necessary to interconnect the Facility with OUC’s electric system.

QF agrees to pay OUC all expenses incurred by OUC to design, construct, operate, maintain, repair, modify, improve, and remove the interconnection with QF and OUC’s electric system as required to integrate the QF’s Facility into OUC’s electric system. Such costs shall exclude any costs which OUC would otherwise incur if it were not engaged in interconnected operations with QF, but instead simply provided the electric power requirements of the QF with electricity either generated by OUC or purchased by OUC from another source.

In the event QF notifies OUC in writing to cease work required for the interconnection before its completion, QF shall be obligated for all costs incurred up to the date notification is received by OUC including contract cancellation costs.

4. **Cost Estimates**

Attached hereto as Exhibit A and incorporated herein by this reference, is a document entitled “QF Interconnection Cost Estimates”. The Parties agree that the cost of the interconnection work contained in Exhibit A is only an estimate of the actual cost to be incurred. The estimated amount will be required to be deposited by the QF to OUC prior to commencement of work on the project. Actual close-out cost of the project may be higher or lower depending upon the completion of the project. To the extent the actual cost is less than the estimate, the difference will be reimbursed to the QF. Likewise, expenses greater than the estimate will be billed to the QF and shall be paid within twenty (20) days of receipt of the invoice.

5. **Safety and Technical Requirements**

The Parties agree that QF’s interconnection and parallel operation with, and delivery of electricity into, OUC’s electric system must be accomplished in accordance with the provisions of OUC’s Guide for the Interconnection, Control and Protection of Non-Utility Owned Generators.
QF agrees to require that the Facility operator immediately notify OUC’s electric system dispatcher by telephone in the event hazardous or unsafe conditions associated with the Parties’ parallel operations are discovered. If such conditions are detected by OUC, OUC will likewise immediately contact the operator of the Facility by telephone. Each Party agrees to take whatever appropriate action is necessary to correct the hazardous or unsafe condition(s).

6. **Interconnection Facilities**

The interconnection facilities shall include the items identified in Exhibit B, Diagrams and Description of Interconnection Facility, which is made an integral part of this Agreement.

Interconnection facilities on OUC’s side of the ownership point with the QF shall be owned, operated, maintained, and repaired by OUC. QF shall be responsible for the cost of designing, installing, operating, maintaining, repairing, modifying, and improving the interconnection facilities on QF’s side of the ownership point as indicated in Exhibit B. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities.

7. **Maintenance and Repair Payments**

OUC will separately invoice QF monthly for all costs associated with the operation, maintenance, repair, modification, and improvement of the interconnection facilities. QF agrees to pay OUC within (20) days of receipt of each such invoice.

8. **Site Access**

In order to help ensure the continuous, safe, reliable and compatible operation of the Facility with OUC’s electric system, QF hereby grants OUC for the period of this Agreement the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by QF to the extent OUC deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain, repair, modify or improve any interconnection equipment involved in the parallel operation of the Facility and OUC’s electric system, including OUC’s metering equipment.
9. **No OUC Endorsement**

In no event shall any OUC statement, representation, or lack thereof, either expressed or implied, relieve the QF of its exclusive responsibility for the Facility. Specifically, any inspection by OUC or its agent(s) of the Facility shall not be construed as confirming or endorsing the Facility’s design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility’s equipment. OUC’s inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any equipment or procedure of the QF.

10. **Responsibility and Liability**

OUC shall be responsible for OUC owned facilities. The QF shall be responsible for the QF’s entire system, ensuring adequate safeguards for other utility customers, utility personnel and equipment, and for the protection of its own generating system. The QF shall indemnify and save OUC harmless from any and all claims, demands, costs, or expense for loss, damage, or injury to persons or property (including the QF’s generation system and OUC’s system) caused by, arising out of, or resulting from:

1. Any act or omission by the QF or QF’s contractors, agents, servants and employees in the connection with the installation or operation of the QF’s generation system or the operation thereof in connection with OUC’s system;

2. Any defect in, failure of, or fault related to the QF’s generation system;

3. The QF’s negligence or negligence of QF’s contractors, agents, servants and employees or;

4. Any other event or act that is the result of, or proximately caused by, the QF.
11. **Insurance**

QF shall deliver to OUC at least fifteen (15) days prior to the start of any interconnection work, a certificate of insurance certifying the QF’s coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, naming the QF as named insured and OUC as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering the liabilities accepted under this agreement arising out of the interconnection to the QF, or caused by operation of any of the QF’s equipment or by the QF’s failure to maintain its equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF or OUC of the terms and conditions of this Agreement.

The policy providing such coverage shall provide public liability insurance, including property damage, with limits in an amount to be determined on a case-by-case basis by OUC, but in no event less than $1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify OUC thirty (30) days prior to the effective date of cancellation or material change in policy. The QF shall pay all premiums and other charges due so that said policy shall remain in force during the entire period of the interconnection with OUC.

12. **Force Majeure**

If either Party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the Party so failing shall give written notice and full particulars of such cause or causes to the other Party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term “force majeure” shall be taken to mean causes not within the reasonable control of the Parties affected, including but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the Party attempting to make such claim. QF
agrees to pay the costs necessary to reactivate the Facility and/or the interconnection with OUC’s electric system if the same are rendered inoperable due to actions of QF, its agents, or force majeure events affecting the Facility or the interconnection with OUC. OUC agrees to reactivate at its own cost the interconnection with the Facility in circumstances where any interruptions to such interconnection are caused by OUC or its agents.

13. **Electric Services to QF**

OUC will provide the class or classes of electric service requested by QF providing the facility is within OUC’s service area, to the extent that they are consistent with applicable tariffs, provided, however, that interruptible service will not be available under circumstances where interruptions would impair QF’s ability to generate and deliver electricity to OUC.

14. **Permits**

QF hereby agrees to obtain any and all governmental permits, certifications, or other authority QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. OUC hereby agrees, at QF’s expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

15. **Notification**

For purposes of communications requires or authorized by this Agreement, the Parties designate the following representatives:

For the QF: ________________________
________________________
________________________
________________________       Phone: ________________

For OUC: ________________________
________________________
________________________
________________________       Phone: ________________

The designation of the above representatives and other pertinent information may be changed by either party at any time upon advance notice provided from one party to the other.
16. **Tax-Exemption**

OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder.

IN WITNESS WHEREOF, QF and OUC, executed this agreement this ________________ day of __________________, 19__.  

WITNESS: For the QF:

______________________________

______________________________

Date: _________________________

ATTEST: For OUC:

______________________________

______________________________

Date: _________________________
EXHIBIT B

DIAGRAMS AND DESCRIPTION OF INTERCONNECTION FACILITY

INTENTIONALLY LEFT BLANK
Standard Offer Contract For The Purchase Of Firm Capacity And Energy From A Renewable Energy Facility

THIS AGREEMENT is made and entered into this ____________ day of ____________, 20__, by and between the Renewable Energy Facility, (hereinafter referred to as the “REF”) and Orlando Utilities Commission (hereinafter referred to as the “OUC”), a statutory commission existing under the laws of the State of Florida. The REF and OUC shall collectively be referred hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, for purposes of this contract, any facility that produces electrical energy from a method that uses one or more of the fuel or energy sources stated in Subsection 366.91 (3), Florida Statutes, shall be defined as a Renewable Energy Facility (“REF”), and

WHEREAS, REF, being certified by OUC as such, desires to sell, and OUC desires to purchase, electricity to be generated by the REF, such sale and purchase to be consistent with the definitions and criteria contained in the Federal Energy Regulatory Commission Rules (“FERC”) 292.101 and 292.301 through 292.308, effective March 20, 1980, and

WHEREAS, REF has signed a Parallel Operation Agreement with the electric utility (including OUC) in whose service territory the REF’s generating facility is located, which is attached hereto as Appendix _______, and

WHEREAS, if an REF not directly interconnected with OUC’s electrical system, the REF has entered into the necessary agreements required to have the capacity and energy delivered to OUC’s electrical system, which is attached hereto as Appendix ________:

NOW THEREFORE, for mutual consideration the Parties agree as follows:

Section 1. Facility

REF has installed or operates or contemplates installing and operating a ___________ kVA ______________ generating facility located at ____________________________. The generator has a nameplate rating of __________ megawatts (MW), or __________ kilowatts (kW) of electric power at an 85% lagging power factor (90% leading for induction generators), such equipment being hereinafter referred to as the “Facility”.

Section 2. Term of the Agreement

This Agreement shall begin immediately upon its execution by the Parties and shall end at 12:01 a.m., ________________, 20__. The date specified shall be no earlier than 10 years from the designated in-service date of OUC’s Avoided Resource (the “In-Service Date”).

If construction and commercial operation of the REF are not accomplished by a date prior to the designated In-Service Date, OUC may declare the REF in breach of this Agreement and if not remedied within thirty (30) days after written notice by OUC of such breach, OUC may

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Continued from Sheet No. 7.160

immediately terminate this Agreement and OUC shall be entitled to take any remedies available to it in accordance with Florida law.

Notwithstanding the foregoing, a condition precedent to payment by OUC of capacity payments pursuant to Section 4.2 or Section 6 herein, this Agreement must be executed by both Parties and unconditionally effective no later than a date sufficiently in advance of the In-Service Date which allows for certification and construction of OUC’s Avoided Resource.

Section 3. Sale of Electricity by REF

OUC agrees to purchase electric power generated at the Facility and transmitted to OUC by REF as metered at the point of interconnection and, when applicable, adjusted for losses to the appropriate location on OUC’s electric system.

Section 4. Payment for Electricity Produced by REF

4.1 Energy.

4.1.1 OUC agrees to pay REF for energy produced by the Facility and delivered to OUC in accordance with the rates and procedures contained in Rate Schedule REF-1 and as may be amended from time to time.

4.1.2 Prior to the designated In-Service Date, REF will receive energy payments based on OUC’s actual hourly avoided energy costs.

4.1.3 Beginning on the designated In-Service Date, REF’s energy payments will be based on the lesser of OUC’s actual avoided hourly energy costs or the sum, over all hours of the billing period, of the product of each hour’s Avoided Resource energy cost times the delivered energy received by OUC for that hour.

4.2 Capacity

4.2.1 Anticipated Committed Capacity. REF expects to sell approximately _________ kW of capacity, beginning on or about ______________, 20__. (Date specified may not be later than the In-Service Date.)

The REF may finalize its Committed Capacity after initial facility testing, and specify when capacity payments are to begin, by completing Paragraph 4.2.2 at a date subsequent to the execution of this Agreement. However, the REF must complete Paragraph 4.2.2 before the designated In-Service Date in order to be entitled to any capacity payments pursuant to this Agreement. The final Committed Capacity set forth in Paragraph 4.2.2 shall not exceed plus or minus ten percent (10%) of the above estimate. The date specified in Paragraph 4.2.2 as the date on which capacity payments shall begin shall be no earlier than the date specified above, nor any later than the designated In-Service Date.

4.2.2 Actual Committed Capacity. The capacity committed by the REF for the purposes of this Agreement is _________ kilowatts beginning ______________, 20__. The REF is committing this amount of capacity based on its agreement and commitment that this capacity will maintain an Equivalent Availability Factor (“EAF”) of ninety-four percent (94%).

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Continued from Sheet No. 7.161

REF elects to receive, and OUC agrees to commence calculating, capacity payments in accordance with this Agreement starting with the first billing month following _____________, 20___ ("Payment Start Date").

4.2.3 Capacity Payments. At the end of each billing month OUC agrees to pay REF a Capacity Payment that is the product of REF’s Committed Capacity and the applicable firm capacity rate.

The capacity payment for a given month will be added to the energy payment for such month and tendered by OUC to REF as a single payment as promptly as possible, normally by the twentieth business day following the day the meter is read.

Notwithstanding the foregoing, no capacity payments shall be made for any month during which the REF fails to comply with the provisions of Section 6 herein.

Section 5. Electricity Production Schedule

During the term of this Agreement, REF agrees at its cost to do all of the following:

(a) Provide OUC by March 1 preceding each fiscal year (October 1 through September 30) or at other times as may be requested, an estimate of the amount of electricity to be generated by the Facility and delivered to OUC for each month of the fiscal year, including the time, duration and magnitude of any planned outages or reductions in capacity;

(b) Promptly update the yearly generation schedule and maintenance schedule as and when any changes may be determined necessary;

(c) Coordinate the delivery of its generation output and its scheduled Facility outages with OUC and other utilities as appropriate;

(d) Comply with reasonable requirements of OUC regarding day-to-day and hour-by-hour communications between the parties relative to the performance of this Agreement;

(e) Provide all necessary information, including but not limited to data acquisition for real time telemetry and monitoring of actual generation output of the Facility, requested by OUC to implement and administer this Agreement and applicable rate schedules; and

(f) Adjust reactive power flow in the interconnection as may be reasonably required by OUC or the electric utility with which the REF has signed a Parallel Operation Agreement within the range of 90% leading to 85% lagging power factor unless otherwise provided in the Parallel Operation Agreement

(g) Come off line quickly during emergencies where generation from the facility would contribute to the overloading of the interconnected utility system.

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Section 6. Performance Criteria

A REF, in order to be eligible to receive firm capacity and energy payments, must comply with the following minimum criteria, which shall be conditions precedent to the obligation by OUC to pay the REF a capacity payment under this Agreement during any month of the term:

(i) The REF shall begin to deliver energy and capacity no later than two years prior to the designated In-Service Date;

(ii) The REF shall maintain a minimum ninety-four percent (94%) annual EAF on a 12-month rolling-average basis;

(iii) The REF shall provide monthly generation estimates by March 1 of each calendar year during the term of this Agreement;

(iv) The REF shall promptly update the annual generation schedule when any changes are determined necessary;

(v) The REF shall reduce generation or take other appropriate action as requested by OUC for safety reasons or to preserve system integrity;

(vi) The REF shall coordinate the delivery of its generated output and scheduled outages with OUC and other intermediate utilities as appropriate;

(vii) The REF shall comply with OUC’s reasonable requests regarding daily or hourly information and communications requirements;

(viii) The REF shall not receive capacity payments until the REF has attained commercial in-service status. The commercial in-service date of the REF is defined as the first day of the month following the successful completion of the REF maintaining an hourly kilowatt output, as metered at the point of interconnection with OUC equal to or greater than the REF’s Actual Committed Capacity for a 24-hour test period.

(ix) The REF shall coordinate the selection of the above described test period and operation of its facility during such test period with OUC in order to ensure that the performance of the REF during the 24-hour test period is reflective of the anticipated day-to-day operation of the REF.

(x) The maximum hourly output of the REF shall not exceed the Actual Committed Capacity by more than 5%, as measured by OUC’s billing meters at the delivery point on OUC’s system.

(xi) The REF will at all times during the applicable month be able during emergencies to perform as follows: (a) quickly coming on line, (b) quickly adjusting generation output, (c) remaining in operation and connected to the interconnection utility system, and (d) quickly coming off line where generation from the REF would contribute to the overloading of the interconnected utility system. OUC shall at all times during the term of this Agreement be entitled to require reasonable evidence
Continued from Sheet 7.163

from the REF of testing (if OUC deems it necessary) to demonstrate such readiness and capability.

(xii) The REF shall, since fuel supply is a major factor in the delivery of a reliable supply of capacity and energy from the REF, demonstrate to OUC’s reasonable satisfaction that it maintains an adequate and reliable supply of primary fuel during the term of this Agreement with backup fuel storage or supplementary fuel supply as deemed appropriate and shall provide pertinent information, including contract documents, upon request by OUC to verify such alternate fuel supply.

(xiii) The REF agrees to comply with any additional criteria reasonably required by OUC under Rate Schedule REF-1 (as amended from time to time) related to the delivery of firm capacity and energy by the REF during OUC’s daily and seasonal peak periods.

(xiv) To the extent that the REF’s continued operation depends on the sale of thermal energy, the REF shall maintain contracts for sale of such thermal energy during the term of this agreement and agrees to provide pertinent information, including contract documents, upon request by OUC as necessary to verify compliance with this requirement.

Section 7. Failure to Meet Performance Criteria

7.1 The REF’s failure to meet the Performance Criteria in any month will result in np capacity payment by OUC to the REF for such month.

Section 8. Default

8.1 Should any of the following conditions exist, OUC shall have the right to declare the REF in default under this Agreement:

(i) The REF ceases all electric generation for either of OUC’s peak generation planning periods (summer or winter) occurring in a consecutive 12-month period. For purposes of this Agreement, OUC’s summer peak generation planning period shall be May through September and OUC’s winter peak generation planning period shall be December through February. The months included in OUC’s peak generation planning periods may be changed, at the sole discretion of OUC, upon 12 months prior notice to the REF;

(ii) After the Payment Start Date, the REF fails to maintain a ninety-four percent (94%) annual EAF on a 12-month rolling-average basis;

(iii) The REF ceases the conduct of active business; or if proceedings under the Bankruptcy Act or insolvency laws shall be instituted by or for or against REF; or if a receiver shall be appointed for the REF, or any of its assets or properties; or if any part of the REF shall be attached, levied upon, encumbered, pledged, seized, or taken under any judicial process and such proceedings shall not be vacated or fully stayed within thirty (30) days thereof; or if the REF shall make an assignment

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for the benefit of creditors or admit in writing its inability to pay its debt as they become due;

(iv) The REF fails to give proper assurance of adequate performance as specified under the Agreement within thirty (30) days after OUC, with reasonable grounds for insecurity; has requested in writing such assurance;

(v) If construction and commercial operation of the REF are not accomplished by the designated In-Service Date and OUC declares the REF in breach of this Agreement under Section 2; and,

(vi) The REF fails to perform any material condition or obligation specified under this Agreement.

8.2 The parties agree that any default by the REF as defined in this Section will result in substantial injury to OUC, but that a general amount for damages arising from such failures cannot be predetermined. Therefore, the parties agree that if the REF should default under the terms of this Agreement, the REF shall pay to OUC, as liquidated damages and not as a penalty, the amount of $________________, which amount is based on a calculation of twenty-four (24) months of exposure for OUC and the Firm Renewable Capacity Rate in dollars per kilowatt per month multiplied by the Actual Capacity stipulated in Section 4.2 of this contract for the remaining term of this Agreement (assumed to be an initial 10 year term). This provision shall in no way affect any right OUC might have to terminate this Agreement, and OUC’s exercise of a right to terminate shall not release the REF from its obligation to pay liquidated damages in the amount set forth in this paragraph. The REF shall post a bond upon its execution of this Agreement in the amount of the liquidated damages set forth herein and in a form acceptable to OUC. Said bond shall secure payment of liquidated damages to OUC in the event of default by the REF.

Section 9. General Provisions

9.1 Permits. REF hereby agrees to obtain any and all government permits, certifications, or other authority REF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

9.2 Indemnification. REF agrees to indemnify and save harmless OUC and its respective employees, officers, directors, and agents against any and all liability, loss, damage, costs or expense which OUC and its respective employees, officers, directors, and agents may hereafter incur, suffer or be required to pay to the extent cause by the negligence of REF in performing or its failure to perform its obligations pursuant to this Agreement or REF’s failure to otherwise comply with terms of this Agreement. REF shall include OUC as an additional insured to the extent its interest arises under any liability insurance policy or policies REF obtains with respect to REF’s indemnity and hold harmless assurances to OUC contained in this Section.

9.3 Renegotiations Due to Regulatory Changes. Notwithstanding anything in this Agreement to the contrary, should OUC at any time during the term of this Agreement fail to obtain or be denied the regulatory authorization of any regulatory body which now has or in the

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future may have jurisdiction over OUC’s rates and charges, to recover from its customers all of the payments required to be made to REF under the terms of this Agreement or any subsequent amendment to this Agreement, the Parties agree that, at OUC’s option, it may either terminate this Agreement or renegotiate this Agreement or any applicable amendment to bring it into compliance with applicable law or regulatory mandate. If OUC exercises such option to renegotiate, OUC shall not thereafter be required to make such payments to the extent OUC’s authorization to recover them from its customers is not obtained or is denied. It is the intent of the Parties that OUC’s payment obligations under this Agreement or any amendment hereto are conditioned upon OUC’s being fully reimbursed for such payments through its Energy Cost Adjustment Clause or other authorized rates or charges. Any amounts initially recovered by OUC from its rate payers but for which recovery is subsequently disallowed by any regulatory body asserting jurisdiction and charged back to OUC may be set off or credited against subsequent payments made by OUC for purchases from the REF, or alternatively, shall be repaid by the REF.

9.4 Force Majeure. If either Party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the Party so failing shall give written notice and full particulars of such cause or causes to the other Party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. “Force Majeure” as to a Party means each of the following events as affects the Facility: act of God or public enemy; landslide; sinkhole; lightning; earthquake; fire (unless caused by applicable Party’s willful misconduct or failure to follow Prudent Utility Practice); storm; ice; snow; hurricane; tornado; wind; flood; riot; civil disturbance; insurrection; war; sabotage; terrorism; shutdown of the Facility by a court order or Governmental Body not resulting from any action or inaction by the applicable Party; strike; lockout or labor difficulty affecting the REF Site generally (excluding in the case of Seller any strike, lockout or labor difficulty that is limited only to employees of either Seller or its affiliates, and excluding in the case of Purchaser any strike, lockout or labor difficulty limited only to the employees of Purchaser); failure of contractors or suppliers (including, in the case of Seller, OUC and other Customers providing services to Seller) to provide fuel, equipment, material or services, provided that such failure would qualify as a Force Majeure under this provision if such failure were directly experienced by the applicable Party; or any other occurrence, nonoccurrence or set of circumstances, whether or not foreseeable, that is beyond the reasonable control of the applicable Party and is not caused or exacerbated by the applicable Party’s failure to follow Prudent Utility Practices. REF agrees to pay the costs necessary to reactivate the Facility and/or the interconnection with OUC’s electric system if the same are rendered inoperable due to actions of REF, its agents, or force majeure events affecting the Facility or the interconnection with OUC. OUC agrees to reactivate as its own cost the interconnection with the facility in circumstances where any interruption to such interconnection are caused by OUC or its agents. Neither Party shall be relieved of its obligation

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to pay otherwise payable amounts to the other Party under the terms of this Agreement based on a claim by the paying Party of a Force Majeure event.

9.5 Assignment. The REF shall have the right to assign its benefits under this Agreement but the REF shall it have the right to assign its obligations and duties without OUC’s prior written approval.

9.6 Disclaimer. In executing this Agreement, OUC does not, nor should it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with REF or any assignee of this Agreement.

9.7 Notification. For purposes of making any and all non-emergency oral and written notices, payments or the like required under the provisions of this Agreement, the Parties designated the following to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual.

For the REF:

________________________________  Phone ______________________

For OUC:

________________________________  Phone ______________________

9.8 Tax Exemption. OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasure Regulations promulgated thereunder.

9.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any unresolved disputes if litigated, shall be filled with the appropriate Florida courts or the Florida Public Service Commission, as applicable, based on which has jurisdiction over the matter in dispute.

9.10 Severability. If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.

9.11 Complete Agreement and Amendments. All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment or modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both Parties to this Agreement.

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9.12 Incorporation of Rate Schedule. The Parties agree that this Agreement shall be subject to all of the provisions contained in OUC’s published Rate Schedule REF-1 as approved and amended from time to time, which Rate Schedule is incorporated herein by reference.

9.13 Survival of Agreement. This Agreement as may be amended from time to time shall be binding and inure to the benefit of the Parties’ respective successors-in-interest and legal representatives.

IN WITNESS HEREOF, REF and OUC have executed this Agreement the day and year first above written.

Attested: Renewable Energy Facility
By: _____________________________
Authorized Officer

Attested: Orlando Utilities Commission
By: _____________________________
Authorized Officer
Standard Rate for the Purchase of Firm Capacity and Energy from A Renewable Energy Facility
Rate Schedule REF-1

Availability

OUC will, under the provisions of this Schedule and OUC’s “Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility” (“Renewable Standard Offer Contract”), purchase firm capacity and energy offered by a Renewable Energy Facility (“REF”) that produces electrical energy by means of a method that uses one or more of the renewable fuel or energy sources stated in Section 366.91, Florida Statutes, irrespective of its location within or outside of OUC’s service area (“Service Territory”), which is either directly or indirectly interconnected with the OUC. Unless and until such time as this Rate Schedule is revoked by OUC, OUC’s offer to purchase firm capacity energy is available at all times to REFs.

Application

This Rate Schedule is applicable to any REF, irrespective of its location, producing capacity and energy for sale to OUC on a firm basis pursuant to the terms and conditions of this Rate Schedule and OUC’s Renewable Standard Offer Contract. Firm capacity and energy for purposes of this Rate Schedule are capacity and energy produced and sold by a REF pursuant to the Renewable Standard Offer Contract or a negotiated contract and which meet the qualifying criteria set forth in this Rate Schedule.

Limitation of Service

Purchases under this Rate Schedule are subject to OUC’s demonstrable need for firm capacity and energy. Further, all rates for capacity purchases by OUC under this Rate Schedule shall, as further detailed herein, be based on avoided capital expenditures and shall be calculated based on an avoided resource (the “Avoided Resource”) which will be required by OUC within the term of the Renewable Standard Offer Contract (or alternate contract, as applicable) to be signed by the REF.

Service under this Rate Schedule is limited to those REFs which:

A. Execute a Renewable Standard Offer Contract with OUC no later than a date sufficiently in advance of the In-Service Date which allows for certification and construction of OUC’s Avoided Resource.

B. Commit to commence deliveries of firm capacity and energy to OUC no later than the designated In-Service Date and to continue such deliveries through at least ten years beyond the designated In-Service Date.

As of time of OUC’s 2005 Ten-Year Site Plan (“TYSP”), OUC has no Avoided Resource through 2014, the final year of the 2005 TYSP. According to Section 366.91, Florida Statutes, capacity payments by OUC are not required if the REF is unlikely to provide any capacity value. Therefore, until OUC demonstrates a need for additional capacity, no capacity payments will be

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paid by OUC under this Rate Schedule based on avoided cost pricing methodology contained in the Renewable Standard Offer Contract. However, this does not preclude capacity payments by OUC to REFs subject to separately negotiated agreements between OUC and REFs.

**Character of Service**

Purchases within the Service Territory shall be, at the option of OUC, single or three phase, 60 hertz, alternating current at standard available voltage. Purchases from outside of the Service Territory shall be three phase, 60 hertz, alternating current at the voltage level available at an unconstrained interconnection point between OUC and the utility delivering firm capacity and energy from the REF.

**Rates for Purchase by OUC**

Firm Capacity and energy shall be purchased under this Rate Schedule at a unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively. The rate for firm capacity purchases under the Renewable Standard Offer Contract are based on the value of deferring additional capital outlay for capacity resource(s) for OUC.

A. **Firm Renewable Capacity Rates**

Firm renewable capacity rates in dollars per kilowatt per month shall be based on the methodology used by OUC to calculate the monthly values of deferring OUC’s Avoided Resource.

B. **Renewable Energy Rates**

(1) **Payments Prior to the In-Service Date**

The energy rates in cents per kilowatt-hour (¢/kWh) under the Renewable Standard Offer Contract for energy payments prior to the In-Service Date shall be based on OUC’s actual hourly avoided energy costs which are calculated by OUC. Avoided energy costs include incremental fuel, identifiable variable operation and maintenance expenses, and an adjustment for losses reflecting delivery to the appropriate location on OUC’s electric system. When transactions with other utilities take place, the incremental costs are calculated after purchases from other utilities or before sales to other utilities.

(2) **Payments Starting on the In-Service Date**

The calculation of payments to the REF for the renewable energy delivered by OUC on and after the In-Service Date shall be the lesser of:

(a) the sum, over all hours of the billing period, of the product of each hour’s Avoided Resource energy cost times the delivered energy received by OUC for that hour, or

(b) OUC’s actual hourly avoided energy costs which are calculated by OUC as described in (1) above.

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Continued from Sheet 7.170

All purchases from REF shall be adjusted for losses from the point of metering to the appropriate location on OUC’s electric system. Any REF located outside of the Service Territory shall be responsible for scheduling Firm Transmission and Ancillary Services for the energy delivered to the designated delivery point on OUC’s system and any associated wheeling charges to get the energy to such delivery point.

Performance Criteria

Payments for firm capacity are subject to the REF’s ability to comply with and maintain the following performance criteria, which criteria shall be considered a condition precedent to any obligation of OUC to begin firm capacity payments:

A. Commercial In-Service Date

Capacity payments shall not commence until the REF has attained and demonstrated commercial in-service status. The commercial in-service date of a REF shall be defined as the first day of the month following the successful demonstration of the REF maintaining hourly kilowatt (kW) output, as metered at the designated delivery point on the OUC system equal to or greater than the REF’s “Actual Committed Capacity” for a test period as set forth in OUC’s Renewable Standard Offer Contract (or alternate contract, as applicable). An REF shall coordinate the selection of the test period and operation of its facility during such test period with OUC to insure that the performance of the REF during this test period is reflective of the anticipated operation of the REF.

B. Availability Requirement

Upon achieving commercial in-service status, payments for firm capacity shall be made monthly by OUC subject to the condition that the generating facility must maintain a minimum ninety-four percent (94%) annual Equivalent Availability Factor (“EAF”) on a 12-month rolling-average basis to be calculated monthly. Failure to achieve these availability factors shall result in the REF’s forfeiture of payments for firm capacity during the month or months in which such failure occurred.

C. Additional Criteria

Ongoing compliance by the REF with the following terms shall be conditions precedent to continued payment of firm capacity and/or energy payments under this Rate Schedule:

(a) The REF shall provide to OUC prior to March 1 for the next fiscal year or at other times requested by OUC, monthly generation estimates;

(b) The REF shall promptly update its yearly generation schedule and maintenance schedule as and when any changes are determined necessary and such schedule changes must be mutually agreeable;

(c) The REF shall agree to reduce generation or take other appropriate action as requested by OUC for safety reasons or to preserve system integrity;

Continued on Sheet 7.172
Continued from Sheet 7.171

4. The REF shall coordinate the delivery of its generated output and scheduled outages with OUC;

5. The REF shall communicate the day ahead projected hourly generation schedule to OUC at or before 3:00 p.m. Eastern Prevailing Time of the immediately preceding day before delivery is to be made;

6. The REF shall comply with the reasonable requests of OUC regarding daily or hourly communications and OUC shall have full scheduling flexibility within the technical limits of the REF generating unit(s);

7. The REF shall provide all necessary information including but not limited to data acquisition for real time telemetry and acquisition of actual generation output of the Facility requested by OUC to implement and administer this Rate Schedule and other applicable rate schedule(s); and

8. The REF’s maximum hourly output shall not exceed the Actual Committed Capacity defined in its Standard Offer Contract (or other contract, as applicable) by more than five percent (5%).

9. The REF shall adjust reactive power flow in the interconnection as may be reasonably required by OUC or the electric utility with which the REF has signed a Parallel Operation Agreement within the range of 90% leading to 85% lagging power factor unless otherwise provided in the Parallel Operation Agreement.

10. The REF’s environmental emissions shall be less than or equal to the projected emissions of the Avoided Resource.

Delivery Voltage Adjustments

Energy payments to REFs within the Service Territory shall be adjusted to the appropriate location on OUC’s electric system based on the delivery voltage level using the following adjustment factors:

<table>
<thead>
<tr>
<th>Renewable Energy Facility Delivery Voltage</th>
<th>Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission Voltage Delivery (115 kV and above)</td>
<td>1.0163</td>
</tr>
<tr>
<td>Primary Voltage Delivery (12,500 volts to 69,000 volts)</td>
<td>1.0204</td>
</tr>
<tr>
<td>Secondary Voltage Delivery (less than 12,470 volts)</td>
<td>1.0493</td>
</tr>
</tbody>
</table>

These factors will be based on OUC’s most recent annual data for the applicable system average loss percentage factor. If, in OUC’s judgment, the use of average losses would not result in equitable compensation for losses incurred, incremental losses attributed to the transaction may

Continued on Sheet 7.173
be used. When incremental losses are to be used, the REF shall be so advised at least 30
days prior to the transaction.

Definition of Off and On-Peak Time Periods

The on-peak hours occur Monday through Friday except holidays, April 1 – October 31
from 12 noon to 9:00 pm, and November 1 – March 31 from 6:00 am to 10:00 am and 6:00
pm to 10:00 pm, clock time.

Metering Requirements

REFs within the Service Territory shall be required to pay all costs associated with meters
necessary to measure their energy production. Energy purchases from REFs outside of
the Service Territory shall be measured as the quantities scheduled for interchange to OUC
by the utility delivering firm capacity and energy to OUC on behalf of the REF.

Hourly recording meters shall be required for all REFs delivering energy to OUC.

Terms of Payment

A statement covering the charges and payments due to the REF shall be prepared and
rendered monthly by OUC, and payment normally will be made by the twentieth business
day following the end of this billing period or within ten (10) days of mailing (as defined by
postmark), whichever is later.

Charges to Renewable Energy Facility

A. Charges for Additional Services

OUC will charge and collect for meter reading, billing, other applicable administrative
costs, any additional services offered by OUC and requested by the REF. Any such
charges shall be in accordance with OUC’s applicable published rate schedule(s)
governing such services, as such rate schedules may at OUC’s option be revised
from time to time.

B. Interconnection Charge for Non-Variable Utility Expenses

The REF shall bear the cost required for the interconnection facilities including the
costs associated with eliminating any impairment or reduction of the electric power
transfer capability of OUC’s transmission system, resulting from or attributable to the
interconnection of the REF.

C. Interconnection Charge for Variable Utility Expenses

The REF shall be billed monthly for the cost of variable utility expenses associated
with the operation and maintenance of the interconnection facilities. These
expenses include (a) OUC’s inspection of the facilities, and (b) ownership cost of
any equipment beyond that which would be required to provide normal electric
service to the REF of no sales to OUC were involved.

Continued on Sheet 7.174
D. Taxes and Assessments

The REF shall be billed monthly an amount equal to the taxes, assessments, or other imposition, if any, for which OUC is liable as a result of its purchases of firm capacity and produced by the REF.

Terms of Service

1. It shall be the REF’s responsibility to inform OUC of any change in its electric generation capability.

2. Any electric service delivered by OUC to the REF shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall prevail.

3. A security deposit will be required in accordance with OUC’s rules and regulations and the following:

   a. In the first year of operation, the security deposit should be based upon the singular month in which the REF’s projected purchases from OUC exceed, by the greatest amount, OUC’s estimated purchases from the REF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.

   b. For each year thereafter, a review of the actual sales and purchases between the REF and OUC should be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the REF exceed the actual sales to OUC in that month.

4. OUC shall specify the point of interconnection and voltage level.

5. OUC will, under the provisions of this Rate Schedule, require a Parallel Operation Agreement between the REF and the electric utility in whose service territory the REF’s generating facility is located (if outside the Service Territory). The REF shall recognize interconnection requirements which will be separately evaluated by OUC, modifying OUC’s “Safety and Technical Standards for Parallel Operation of a Renewable Energy Facility” when applicable.

6. Service under this Rate Schedule is subject to the rules and regulations of OUC.

Special Provisions

1. Special contracts deviating from the above standard Rate Schedule are allowable provided they are agreed to by OUC.

2. If transmission system improvements are needed as a result of the interconnection of the REF to OUC’s system, the REF shall be responsible for all costs relating to such transmission system improvements.

Continued on Sheet 7.175
Continued from Sheet 7.174

3. A REF located within OUC’s Service Territory may sell firm capacity and energy to a utility other than OUC when the adequate transmission capacity is available on OUC’s system. When such capacity exists, OUC will provide transmission wheeling service through its Service Territory for delivery to the purchasing utility or to an intermediate utility. In either case, OUC will charge the REF for wheeling capacity and energy pursuant to the provisions of OUC’s Rate Schedule CG-3 for Transmission Service.

4. OUC shall be relieved of its obligation to purchase and pay for electric capacity and energy from a REF when purchases result in higher costs to OUC’s other customers than without such purchases, and where service to OUC’s other customers may be impaired by such purchases. On such occasions OUC shall notify the REF as soon as possible or practical.
Section 5: Miscellaneous
<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Charges</td>
<td>5.01</td>
</tr>
<tr>
<td>Electric Line Extension Policy</td>
<td>5.02</td>
</tr>
<tr>
<td>Budget Billing</td>
<td>5.03</td>
</tr>
<tr>
<td>Underground Service</td>
<td>5.04</td>
</tr>
<tr>
<td>Meter Test and Meter Reread Charges</td>
<td>5.05</td>
</tr>
<tr>
<td>Fuel Charge</td>
<td>5.06</td>
</tr>
<tr>
<td>Deposits</td>
<td>5.07- 5.07.02</td>
</tr>
<tr>
<td>Theft Investigation Fee and Meter Tamper Fee</td>
<td>5.08</td>
</tr>
<tr>
<td>Out of Cycle Billing</td>
<td>5.09</td>
</tr>
<tr>
<td>Temporary Electric Service</td>
<td>5.10</td>
</tr>
<tr>
<td><strong>Service Order Field Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Trip Fee and</td>
<td></td>
</tr>
<tr>
<td>Electric Service Truck Trip Fee</td>
<td>5.30</td>
</tr>
<tr>
<td>Net Metering for Customer-Owned Renewable Generation</td>
<td>5.50</td>
</tr>
</tbody>
</table>
# MISCELLANEOUS CHARGES

## Initial Connection Charge:

<table>
<thead>
<tr>
<th>Classes</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$170.00</td>
</tr>
</tbody>
</table>

## Multiple Meter Sets:

For new multiple meters being set, the first meter will be the regular initial connection charge of $170.00 and each additional meter being set will be $15.00. Eligibility requirements for two or more meters being set are:

- Set at one location
- On the same service order
- All meters are in one customer’s name
- All sets are performed during one site visit

## Transfer Connection Charge:

<table>
<thead>
<tr>
<th>Classes</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

## Non-Pay Disconnect / Reconnect:

Reconnects on any day will be suspended at 10:00 P.M. Charges for same day service reconnect due to non-pay disconnect are:

<table>
<thead>
<tr>
<th>Classes at Meter</th>
<th>Time of Request</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes</td>
<td>Before 6:00 P.M. on a weekday</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>After 6:00 P.M. on a weekday</td>
<td>$65.00</td>
</tr>
<tr>
<td></td>
<td>On weekends and holidays</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classes at Pole</th>
<th>Time of Request</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes</td>
<td>Before 6:00 P.M. on a weekday</td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td>After 6:00 P.M. on a weekday</td>
<td>$275.00</td>
</tr>
<tr>
<td></td>
<td>On weekends and holidays</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

## Bad Check:

<table>
<thead>
<tr>
<th>Classes</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
ELECTRIC LINE EXTENSION POLICY

The Orlando Utilities Commission (OUC) recognizes that its purpose is to furnish electric service to customers throughout its entire service area and the City of St. Cloud’s service area, but reserves the right to require payment when the additional distribution investment is not considered to be beneficial to the overall system or the request is for underground distribution facilities serving a commercial or multi-family residential customer. This contribution in aid of construction (CIAC) payment will be non-refundable and will be paid, in advance of construction, by the party requesting the extension.

It will be at OUC’s discretion whether a customer will be given the option to install the ductbank system. The CIAC payment for the extension of Underground Distribution Facilities will be based on the following:

<table>
<thead>
<tr>
<th>Offsite ductbank installation</th>
<th>Single family residential</th>
<th>Commercial/Multi-Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer installed</td>
<td>No charge</td>
<td>$24/kVA</td>
</tr>
<tr>
<td>OUC installed</td>
<td>No charge</td>
<td>$53/kVA</td>
</tr>
</tbody>
</table>

In addition, the customer will pay 15% of OUC’s onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc…) that is in addition to OUC’s design, if approved by OUC, will be 100% chargeable to the customer.

When gas service is made available to single and multi-family residential facilities a CIAC payment will be added to the aforementioned payments based on the following:

| Single family residential | $595/home |
| Multi-Family residential | $419/unit |

This electric line extension policy will be used as a guideline for all line extensions. Exceptions to this policy can be approved by the Vice President of the Electric and Water Delivery Business Unit for line extensions determined to have significant strategic importance to the future of OUC.
BUDGET BILLING

The budget billing plan is available to both residential and commercial customers, regardless of the longevity of the account. The account must not reflect a delinquent balance at the time of entry into the plan. The customer may be removed from the plan at the discretion of the Commission if, after review of the account, the decision is in the best interest of the customer.

The monthly budget bill amount is based on the average consumption history for the previous 12 months for electric and water, including all taxes, and the average dollar amount for other charges such as sewer, garbage, and street lights. If the customer does not have 12 months of history at a location, the calculation is based on either the history available or a projected monthly consumption.

Customers on the budget billing plan receive a monthly bill reflecting:

- Actual meter readings and consumption
- The actual bill amount based on the consumption used
- The fixed budget bill amount
- The budget variance which is the difference between the actual bill and the budget bill amounts.

The customer's budget bill amount is normally recalculated annually. The new budget billing plan is calculated using the last 12 months of consumption history, and then adding or deducting 1/12th of the current variance amount. Interim review and recalculation of the budget billing plan is at the discretion of the Commission.

A customer on the budget billing plan cannot have a payment arrangement. A customer on the plan may, however, have an extended due date.

Miscellaneous charges and financed installments cannot be part of the budget billing plan, and appear as a separate line item on the customer's bill. These charges are due in addition to the budget bill amount.

When a customer terminates participation in the budget billing plan, any variance amount becomes due in accordance with Section A, Subsection 18 of the "Electric Service Policies" Section of the Administrative Policy Manual. Any variance which is owed to the customer is credited against the customer's future bills, or refunded if the account is closed. Customers who transfer their service within the Commission's service territory may re-institute participation in the budget billing plan at the new address.

ISSUED BY: Paul Kaskey, City Manager
Effective: October 1, 2002
UNDERGROUND SERVICE

Residential

- Subdivision Development (5 or more houses on contiguous lots) and New Single-Family Residences
  - OUC will furnish and install the primary conductor, transformers, meters and the associated primary material. OUC will furnish and install the electrical service (lateral) to the line-side connections of the meter base. The owner/developer furnishes and installs all of the primary and secondary conduit systems, the transformer pads, primary pull boxes, secondary junction boxes, approved meter bases and street light conduit and junction boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications.

- Conversion of Existing Residential Overhead Services - Conversion of existing services is at the customer's expense. Conduit installation to OUC and local code authority requirements and the actual conversion of the owner's meter base and associated wiring is the responsibility of the customer at his expense. At the customer's request, OUC will furnish and install the underground service lateral to the line side terminals of the meter base at the customer's expense.

Apartments, Condominiums, Townhouses

In apartment, condominium, and townhouse developments, such as garden type installations, OUC will furnish and install the primary conductor, transformers, meters and associated primary material. The owner/developer furnishes and installs all of the primary and secondary conduit system, the transformer pads and pull boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications. The owner/developer furnishes and installs all secondary facilities including meter bases.

Service to these facilities normally is considered to be single phase 120/240 volts. Other types of services will be installed, but the difference in cost between the normal service and the desired service will be borne by the owner/developer. OUC retains ownership of facilities installed by OUC.

Any service furnished to model homes and apartments and used by the customer for demonstration, sales room, promotion or other business purposes shall be billed at the commercial rate. Any condominium, townhouse, or model dwelling used by the developer or builder for such purposes shall remain on the commercial rate until such time as the occupancy of the unit becomes solely for residential purposes.

Commercial

OUC furnishes and installs the transformer, primary conductor and other necessary primary material. The commercial owner/developer furnishes and installs the transformer pad and/or vault, the primary conduit system and meter base to OUC specifications with inspection by an OUC contract inspector. All secondary facilities including secondary lugs, spade extensions and connections at the transformer are the owner/developer's responsibility. The owner/developer must provide OUC a general easement on his property and within buildings for placement and maintenance of the facilities as needed.

For secondary voltage underground services from an overhead pole line, the owner/developer is responsible for furnishing and installing the entire service lateral installation including all conduit, conduit riser including weatherhead, conductor and meter base to OUC specifications.
METER TEST AND METER REREAD CHARGES

Meter Test Charge

Upon request by a customer, and at no charge, OUC will make a test of the meter serving the customer, provided that such tests need not be made more frequently than once in twelve (12) months. If there should be a second request, or more, within twelve (12) months, an $85.00 service charge for each test will be imposed.

If upon testing, the meter is found to be registering incorrectly, there will be no service charge.

Meter Reread Charge

Upon request by a customer, and at no charge, OUC will reread the meters serving that customer provided:

- Such reread need not be made more frequently than once in twelve (12) months or
- Upon rereading, the meter is found to have been previously read incorrectly.

A $35.00 service charge will be imposed if:

- There should be a second request, or more, within twelve (12) months or
- The request is to verify and/or correct an estimated billing caused by lack of “Access to Customer Premises” as defined in Section D of the OUC Administrative Policy Manual.
FUEL CHARGE AND STABILIZATION POLICY

The fuel charge, as shown on the current Fuel Charge tariff sheet No.5.010 will be computed based on the estimated fuel cost amounts for all retail sales for a twelve month period. These estimated fuel costs will be determined based on information developed by utilization of a Production Simulation Model Program. The total retail fuel costs will then be allocated to customer classes based on the class sales, losses and class load shapes. The fuel charge (¢/kWh) so determined shall be applied to all bills rendered during the appropriate twelve-month period. The twelve-month period shall be October 1 through September 30.

The difference between fuel costs billed, using estimated fuel costs, and fuel costs actually incurred will be reconciled, by class, for the twelve months ending September 30 and be called the Fuel Stabilization Account. A portion of the Fuel Stabilization Account, determined by the Commission will be combined with the fuel charge for the period October 1 through September 30.

Prior to October 1, there will be a Public Hearing, at which time the staff will present their recommendation for the fuel charge to be used in the subsequent twelve-month period. At the same time, the staff will present their recommendation for the amount of the Fuel Stabilization Account to be combined with the fuel charge in the subsequent twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.

The Fuel Stabilization and interest provision will be developed at the end of each month during the twelve-month period ending September 30. The Fuel Stabilization will include the difference between the actual fuel costs for a month and the fuel cost recovery billed that month (fuel component) plus an interest component. The sum of the two amounts will be carried forward as the Fuel Stabilization Account. The interest component will be computed monthly on the average of the Fuel Stabilization Account brought forward, if any, plus the fuel component for the month. The interest rate to be used each month will be the earning of rate on the Commission's pooled investment portfolio.

The actual cost of fuel will be monitored by the Commission's staff on a monthly basis. Should there be a significant change from the estimated price of fuel used in determining the projected fuel charge the staff may request a special Public Hearing to adjust the projected fuel charge amount for the remainder of the twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.
SERVICE DEPOSIT POLICIES

Electric and Water Service Deposits
The Orlando Utilities Commission requires that all residential customers provide a cash deposit to guarantee payment of bills. All residential customers must provide a deposit sufficient to cover applicable charges for electric, water, chilled water, sewer and garbage services for one month average billing period or for a two-month average billing period. If service history does not exist for the premise where service application is being made, the deposit would be based on usage for an average OUC bill ($120 for a single month electric bill and $240 for a two-month electric bill). The water deposit would be $20 for a single month water bill and $40 for a two-month water bill.

All commercial customers must provide a deposit sufficient to cover applicable charges for electric, water, chilled water, sewer and garbage service for two average billing periods, but no less than two hundred and forty dollars ($240) for electric service and forty dollars ($40) for water service. Cash deposits are returned/applied to the bill with interest at the termination of the account.

Surety Bond or Irrevocable Standby Letter of Credit in lieu of cash is acceptable for deposits of two-thousand five hundred dollars ($2,500) or more. Commercial customers requesting the use of a Surety Bond (surety) or an Irrevocable Letter of Credit (LOC) in lieu of a cash deposit will be required to use counterparties with a minimum credit rating from at least one of the listed credit rating agencies as approved by OUC's Chief Financial Officer (CFO).

Minimum Credit Rating Matrix

<table>
<thead>
<tr>
<th>S &amp; P</th>
<th>Moody's</th>
<th>Fitch</th>
<th>AM Best</th>
<th>OUC Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-</td>
<td>A3</td>
<td>A-</td>
<td>A-</td>
<td>&gt;3</td>
</tr>
</tbody>
</table>

For those counterparties which do not have a credit rating, the customer will be required to provide OUC with the surety or LOC provider's most recent audited financial statements for a review by OUC's Treasury Services Division prior to consideration for approval. Based upon OUC's review of the audited financial statements, the CFO may deny or approve the counterparty. Counterparties will undergo an annual financial review of its financial/rating information. The CFO may deny any counterparty without cause.

The Surety Bonds and Irrevocable Letters of Credit for OUC customers with counterparties which do not meet the minimum criteria but were in place prior to the effective date of this policy will remain in effect until the termination date of the surety or LOC or one (1) year from the effective date of this policy, whichever is shorter. The customer will then have 90 days to secure a counterparty that meets OUC's credit criteria as stated above. If the criteria are not met within the 90 day period, the customer will be required to provide a cash deposit as outlined in OUC's Service Deposit policy.

The Orlando Utilities Commission also requires that any customer who has an outstanding bad debt will be required to pay a double deposit when establishing a new account. The customer must pay the bad debt plus the double deposit in order to establish service.

Deposits for purged inactive delinquent accounts are handled in accordance with Section C, Subsection H of OUC’s Administrative Policy Manual.

Continued on Sheet No. 5.07.01
Deposit Installment Payments

Residential customers may elect to pay the required service deposit (no less than the minimum electric deposit) in four (4) monthly payments beginning with the application of service.

The deposit will be eligible for earning interest 60 days after it is paid in full and will be subject to refund in two years from date the first installment was made.

Refunds of Deposits

All residential deposits are to be refunded after the account is one (1) year old and there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months with the exception of accounts reflecting a bad debt write-off. If an account reflects a bad debt write-off credit hit, the deposit will be refunded after two (2) years providing that there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months.

Commercial deposits paid prior to January 1, 1987 are eligible for refund no later than December 31, 1987.

All commercial deposits paid after December 31, 1986 are non-refundable until termination of service.

Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer.

- Surety Bond and Irrevocable Letter of Credit Criteria and Approval

Notice of cancellation must be received no fewer than sixty (60) days prior to the expiration of the Surety Bond or Letter of Credit.

Upon receipt of the cancellation notice, a letter will be sent advising the customer that a new deposit, either cash, Surety Bond, or Letter of Credit, must be in the OUC office prior to the expiration date of the canceled bond or letter.

If a cash deposit, surety bond, or new letter of credit is not received at least eight (8) days prior to the expiration date, the customer will be sent a reminder that service will be terminated if a new deposit is not received on or before the expiration date of the existing bond or letter.

If a new deposit is not received on or before the expiration date, service will be terminated the day immediately following the expiration date.

New or Additional Deposits

Upon reasonable written notice of not less than thirty (30) days, such request being separate and apart from any bill for service, residential customers having one late payment, during the first six (6) months of service and/or one forced collection during any twelve (12) month period may be billed for new or additional deposit. If the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The total amount of the required residential deposit shall be at least two hundred and forty ($240) for electric and chilled water services and forty ($40) for water, or an amount equal to the average actual charges for electric, water, chilled water, sewer and/or garbage service for two billing periods for the twelve month period immediately prior to the date of the delinquent payment.

Continued on Sheet No. 5.07.02
Continued from Sheet No. 5.07.01

Commercial accounts which appear on the cut-off list more than once in a twelve month period, and/or have paid their account past the due date more than two times in the previous twelve month period will be billed an additional deposit. In addition, if the account's overall financial performance has declined the account may be billed an additional deposit. The total amount of the required commercial deposit shall be at least two hundred and forty ($240) for electric and chilled water services and forty ($40) for water or an amount equal to the average actual charges for all services for two billing periods for a twelve month period immediately prior to the delinquent payment. If the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The customer will be billed for the new or additional deposits.

Interest on Deposits
Interest on customers' meter deposits will be paid on a calendar year basis. The rate will be reset monthly at the yield earned on the highest yielding of any AAAm/Aaa rated money market fund that OUC has invested proceeds or the monthly average of the interest bearing deposits at OUC's depository bank during the preceding month. The customer is entitled to receive simple interest on deposit when payments commence on the account. Interest will be accrued from the day deposit payment is made and will be credited annually to the customer's account.

Record of Deposits
There shall be maintained a record of each deposit on hand to show:
- The name of each customer for whom the deposit was made;
- The address given at the time the deposit was made;
- The date and amount of deposit; and
- Each transaction concerning the deposits, such as interest payments, interest credit or similar transactions.

Temporary Service
Temporary electric service requires a deposit of one hundred dollars ($100) for a single-phase service and five hundred ($500) for a three-phase service.

Policy Exceptions
Exception will be granted to the above requirements under the following circumstances only:
- In case of death and the account is in the name of the deceased with deposit refunded for satisfactory credit, the account name may be changed to that of the surviving spouse without requiring a deposit.
- Divorce Cases: Whenever an OUC customer, with satisfactory credit, is involved in a divorce, either spouse may establish a new account without a deposit.
- As of January 26, 1996, OUC no longer accepts credit reference letters from other utility companies to waive deposits on residential accounts. OUC utilizes a credit rating agency to acquire a residential customer's credit status which will be used to determine the deposit requirement.
- An account requiring an additional deposit bill up: If the customer agrees to participate in the automatic bank draft program (Rely-A-Pay), the additional deposit may be waived. In order for the waiver to occur, the customer must remain on Rely-A-Pay for a minimum of 12 months. This waiver process will be managed by the Collections Department.
- When a service account is established by a governmental entity, either local, state or federal, OUC may in its sole discretion establish the account without a deposit or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.
- Where a service account is established by a commercial customer and the following conditions are met, OUC may in its sole discretion waive applicable provisions of this Service Deposit Policy:
  1. The service is for a facility owned by a governmental entity; and
  2. The account holder is opening the account pursuant to an existing operating agreement with the governmental entity for a facility owned by that governmental entity, which facility serves a civic purpose; and
  3. The account holder has no prior record of bad credit or late payments with OUC on any other account. If these criteria are met, then service may be established without a deposit or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.
THEFT/TAMPERING or UNAUTHORIZED USE OF SERVICE INVESTIGATION
CHARGE AND UTILITY TAMPER FEE

Theft/Tamper or Unauthorized Use of Service Investigation Charge:
A $115.00 hourly fee will be charged for expenses incurred in the investigation of theft of service, tampering, or the unauthorized use of service.

Utility Tamper Fee:
Meter tampering, unauthorized use, or diversion of utility services is outlined and defined in Florida State Statute 812.14. In summary, it states that it is unlawful to alter or tamper with any meter, or other utility equipment, in such a manner that would prevent a meter from registering utilities used by a customer.

Determination of Meter Tampering, Unauthorized Use, or Diversion of Utilities
There are three elements that establish interference with electric and water service.

- The existence of damaged equipment, an altered or tampered with meter, or an illegal connection to utility service.
- That the damaged equipment, alteration, or tampering resulted in the improper registration or unauthorized operation of the meter, or the receipt of utility without passing through a meter.
- That the customer benefited through the use of the damaged equipment, improper or unauthorized operation/connection of OUC equipment, or by bypassing the utility meter.

Utility Tamper Fee Schedule

- The customer will be charged the following utility tamper fee for each occurrence of meter tampering.
  - For the first occurrence of meter tampering the customer will be charged a $200.00 utility tamper fee.
  - For the second occurrence of meter tampering the customer will be charged a $400.00 utility tamper fee.
  - For any additional occurrence of meter tampering, after the second occurrence, the customer will be charged an $800.00 utility tamper fee for each occurrence.
- The customer will be charged for any damaged equipment.
- The customer’s account will be researched and then billed for any unauthorized or un-metered consumption that occurred as a result of the theft or tampering.
- A review of the customer’s deposit will occur. If necessary, an additional deposit may be assessed.
OUT OF CYCLE BILLING

Upon the request of a customer and with prior approval from the Vice President of Customer Services, OUC will read the customers meter on a set date each month as determined by the customer. The customer requesting will pay OUC as described below:

- **Setup Charge**
  
  A fee of $10.00 per meter with a minimum charge of $255.00 per customer account will be assessed for the expenses to set-up the out of cycle read date.

- **Monthly Out of Cycle Billing Charge**
  
  A monthly charge of $5.00 per meter with a minimum charge of $25.00 per account will be assessed each month for providing this service.
### TEMPORARY ELECTRIC SERVICE

**Temporary Electric Service - Metered**

Temporary services are provided for construction purposes. This will be a metered service billed at a General Service Non-demand, or Demand rate, and requires an appropriate deposit as defined in the deposit tariff Sheet No. 3.071. The customer will pay a non-refundable charge of **$310.00** per location.

In addition to the charges described above, if facilities have to be temporarily extended to provide the service drop, the owner/developer is required to pay, in advance, the costs of the extension. These costs are determined by OUC's Electric Engineering and include all labor, overhead and non-salvageable material costs associated with the installation and removal of the facility, excluding the cost of the service drop itself.

Refer to the OUC Electric Metering Installation Requirements Manual for specifics relating to metering requirements.

**Temporary Electric Service - Unmetered**

Temporary unmetered electric services may be provided for special events at the Commission's discretion and with prior approval from the Vice President of the Electric Distribution Business Unit. For these services, the customer will pay a non-refundable charge of **$390.00** per location, payable in advance. This charge includes installation, removal and energy costs. Where services are not available from an existing secondary source and an extension is required, the customer will also be required to pay, in advance, the cost of this extension. This unmetered service will be available for a period not to exceed three days.
SERVICE ORDER FIELD OPERATIONS TRIP CHARGE
AND ELECTRIC SERVICE TRUCK TRIP CHARGE

Service Order Field Operations Trip Charge

There are times when a Field Service Technician or other field employee is either required or requested to make a trip to a customer's location to perform work that does not have a specific service fee associated with it.

Examples of these types of trips include but are not limited to: unlocking meter bases, verifying that power or water is either on or off, disconnection of service where the power or water is left on for customer convenience, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

In each of these instances a $35.00 trip charge will be applied to the customer's account to recover costs.

Electric Service Truck Trip Charge

There are times when an Electric Service Truck is either required or requested to make a trip to a customer's location, which, upon arrival of the Electric Service Truck, is not ready. The Electric Service Truck then has to make a second trip.

Examples of this include but are not limited to: pipe has not been run, the weather head has not been installed, the junction box has to be raised, or there is no string in the pipe.

In each of these instances a $70.00 trip charge will be applied to the customer's account to recover costs.
NET METERING FOR CUSTOMER-OWNED RENEWABLE GENERATION

For customers with renewable generation equipment that have executed an interconnection agreement with Orlando Utilities Commission ("OUC") whose customer-owned renewable generation is eligible for net metering as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

1. At no additional cost to the customer, metering equipment will be installed by OUC capable of measuring the difference between the electricity supplied to the customer from OUC and the electricity generated by the customer and delivered to OUC's electric grid.

2. Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.

3. OUC will charge the customer for energy used by the customer in excess of the generation supplied by customer owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.

4. During any billing cycle excess customer-owned renewable generation delivered to OUC's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.

5. Regardless of whether excess energy is delivered to OUC’s electric grid, the customer will be required to pay the greater of:
   
   (a) The minimum charge as stated in their otherwise applicable rate schedule, or
   
   (b) The applicable monthly customer charge plus the applicable demand charge for the monthly maximum 15-minute demand measured on OUC's usage meter during the billing period in accordance with the otherwise applicable rate schedule.

6. For customers whose otherwise applicable rate schedule is a time of use (TOU) or time of day (TOD) rate, the generation supplied by customer owned renewable generation to OUC will be measured by the distinct TOU/TOD periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU/TOD periods of that rate schedule.
LIST OF COMMUNITIES SERVED

The electric distribution system of the City of St. Cloud, Florida, serves the Corporate City of St. Cloud, Florida, and communities outside the Corporate City limits contained within the Boundary Line shown on the map, ORIGINAL SHEET NO. 4.00.

All the rate schedules of the City of St. Cloud, Florida are available to all customers in the area served.
Section 7: Rate Schedules
## INDEX

### RATE SCHEDULES

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<th>Sheet No.</th>
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</tr>
<tr>
<td>PSR</td>
<td>Prepaid Electric Service Rider</td>
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</tr>
<tr>
<td>GS</td>
<td>General Service – Non-Demand</td>
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<td>GSD-SEC</td>
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<td>TMR</td>
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<td>Community Solar Farm Rider 2</td>
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<tr>
<td>NSMR</td>
<td>Non-Standard Meter Rider</td>
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CANCELLED
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ISSUED BY: J. Paul Wetzel, City Manager

Effective: May 1, 1997
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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.

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Standard Levelized Rate (¢ per kWh)</th>
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<tr>
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<td>On-Peak</td>
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<tr>
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<td>SL</td>
<td>3.087</td>
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</tbody>
</table>

Fuel Charges:
These charges are designed to recover the costs of fuel and purchased power incurred by OUC, as St. Cloud’s electric provider, to provide electric service to St. Cloud’s customers.
RS

RESIDENTIAL ELECTRIC SERVICE
RATE SCHEDULE RS

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
To Residential customers in individually metered residential dwelling units occupied as a domestic residence where electricity is used exclusively for residential purposes.

Monthly Rate:
Customer Charge: $13.00
Non-Fuel Base Charge at:
First 1,000 kWh 6.758¢ per kWh
All Additional kWh 8.838¢ per kWh

Fuel Charge: See Sheet No. 7.010

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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/kWh.

Minimum Bill:
Customer Charge

Terms of Payment:
See “Terms of Payment” on Sheet No. 7.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
PSR

PREPAID ELECTRIC SERVICE RIDER
RATE SCHEDULE PSR

Availability:
Available anywhere within the City of St. Cloud’s service area served by the Orlando Utilities Commission ("OUC") until such time as OUC may terminate the program.

Applicability:
This rider is applicable on a voluntary basis to customers who receive service under Residential Rate Schedule RS or General Service Non-Demand Rate Schedule GS and that meet the special provisions of this schedule.

Monthly Rate:
The monthly rates on the otherwise applicable rate schedule for electric service will apply.

Daily Charges:
On a daily basis charges for electric service will be deducted from the customer’s prepaid balance. Daily charges will include charges for daily kWh consumption in accordance with the applicable standard tariff plus a prorated share of the applicable Monthly Customer Charge assuming 30.4 days per month. At the end of each billing period adjustments to the customer’s prepaid balance will be made for the actual number of days in the billing period and for variations due to rounding of daily charges.

Special Provisions:
1. Customers registered for one or more of the following programs are not eligible for this rate schedule:
   a. Medical Alert
   b. Active Third-Party “Guarantee To Pay” letters
   c. Budget Billing
   d. Automatic bank draft
   e. Conservation installment billing
   f. Tariff riders PV-CR, TH-CR, RE and CSFR1
   g. Project Care Roundup
   h. Consolidated account billing
   i. Chilled water
   j. City of Orlando’s history based sewer or Oil and Grease charges

2. Customers who have an outstanding Theft Investigation Fee or an outstanding Meter Tamper Fee are not eligible for this rate schedule.

3. Customer’s electric service must be less than or equal to 200 amps and the voltage must be either 120/240 or 120/208 and single-phase.

Continued on Sheet No. 7.111
4. Customers must maintain the ability for OUC to contact them either through a cell phone, land line, email or text for the purposes of receiving alerts regarding account balances and service status.

5. Security deposits are not required for service under this rate schedule. Any deposit the customer may have when they elect to receive service under this rate schedule will be applied as a credit to their account. If after application of the deposit the customer still has an outstanding balance, such outstanding balance will be considered an Arrears Balance. To be eligible for this rider the beginning Arrears Balance must be less than $1,000. If an Arrears Balance less than $1,000 does exist, 30% of each payment received on the account will be applied to the Arrears Balance until such time as the Arrears Balance is fully paid, with the remaining 70% of the payment applied to the customer’s prepaid balance.

6. Customers under this rate schedule are required to prepay for all utility services and fees for which they are billed. If the customer’s prepaid balance drops below zero, their electric service may be disconnected. Customers will not be subject to the Non-pay Disconnect / Reconnection Charge or late fees.

7. The minimum prepayment required to set up an account is $50.

8. The minimum payment on an account is $10.

9. A monthly bill will not be provided. However, when closing an account a final bill will be provided. Customers will be able to monitor their prepaid balance and usage online through the OUC website.

10. Customers may terminate service under this rate schedule at any time. Should a customer choose to leave this rate schedule, the customer will receive electric service under the otherwise applicable rate schedule subject to monthly bills, full payment of any outstanding Arrears Balance and may be charged a security deposit.

11. If an OUC representative is called to a customer’s premise to investigate a problem with the prepaid equipment and no problem with the equipment is found, the customer may be assessed a Revenue Protection & Service Trip Charge.

12. All other provisions of the otherwise applicable standard rate schedule will apply to customers served under this schedule.
GS

GENERAL SERVICE - NON-DEMAND ELECTRIC SERVICE
RATE SCHEDULE GS

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
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: $15.34
- Non-Fuel Base Charge at 7.297¢ per kWh

Fuel Charge: See Sheet No. 7.010

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:
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/kWh.

Minimum Bill:
Customer Charge

Terms of Payment:
See “Terms of Payment” on Sheet No. 7.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
RESERVED FOR FUTURE USE
GENERAL SERVICE DEMAND SECONDARY ELECTRIC SERVICE
RATE SCHEDULE GSD-SEC

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
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 (Levelized Rate):
- Customer Charge: $39.52
- Demand Charge at $10.40 per kW
- Non-Fuel Base Charge: 2.658¢ per kWh

Fuel Charge: See Sheet No. 7.010

Option B (TOU Rate):
- Customer Charge: $39.52
- Demand Charge at $10.40 per kW

Non-Fuel Base Charge (¢ per kWh):
- On-Peak Period: 3.265
- Shoulder Period: 2.897
- Off-Peak Period: 2.411

Fuel Charge: See Sheet No 7.010 – Time Differentiated Rates

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. 7.301
GSD-SEC

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 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:
   A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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. 7.600.

Limitation of Service:
   Not available for resale or partial, standby, and supplemental service.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
GENERAL SERVICE DEMAND PRIMARY ELECTRIC SERVICE
RATE SCHEDULE GSD-PRI

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
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 $156.00
Demand Charge at $9.88 per kW
Non-Fuel Base Charge 2.631¢ per kWh

Fuel Charge: See Sheet No. 7.010

Option B (TOU Rate):
Customer Charge $156.00
Demand Charge at $9.88 per kW

Non-Fuel Base Charge (¢ per kWh):
On-Peak Period 3.232
Shoulder Period 2.868
Off-Peak Period 2.387

Fuel Charge: See Sheet No 7.010 – Time Differentiated Rates

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. 7.401
GSD-PRI

**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 are not covered by the On-Peak and Shoulder Periods.

**Billing Demand:**

The 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:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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. 7.600.

**Limitation of Service:**

Not available for resale or partial, standby, and supplemental service.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
SL

STREET LIGHT SERVICE
RATE SCHEDULE SL

OUCONVENTIONAL LIGHTING SERVICE

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
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 dusk to dawn and controlled automatically (i.e. photoelectric cell). Poles and Fixtures maintained by OUC must be of the type available under this rate schedule as listed in the table below. Fixtures not listed in the table below or fixtures not operated continuously dusk to dawn shall be metered.

Monthly Rates:
- Customer Charge: $7.42 (metered services only)
- Non-Fuel Energy: 3.591¢ per kWh
- Fuel Charge: See Sheet No. 7.010

Monthly Per Unit Charge:

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
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<td>Cobra (no longer available for new installations as of 12/10/2013)</td>
<td>250</td>
<td>105</td>
<td>3.03</td>
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<td>Flood</td>
<td>250</td>
<td>105</td>
<td>3.36</td>
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<td>9.28</td>
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Continued on Sheet No. 7.501
### Fixtures and Estimated Monthly kWh, Investment per Unit, and Maintenance per Unit

<table>
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<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
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<tr>
<td><strong>Metal Halide</strong></td>
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<td>68</td>
<td>56</td>
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<td>4.85</td>
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<tr>
<td><strong>Mercury Vapor</strong></td>
<td></td>
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<td></td>
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<tr>
<td>(no longer available for new installations)</td>
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<tr>
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<td>175</td>
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<td>Cobra</td>
<td>400</td>
<td>154</td>
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<td><strong>Bus Stop Lights</strong></td>
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<td>148</td>
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### Pole Height and Investment Per Unit

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<th>Height</th>
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<tr>
<td>Concrete</td>
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<td>Concrete</td>
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<td>6.45</td>
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<td>Steel</td>
<td>35</td>
<td>16.16</td>
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<tr>
<td>Wood</td>
<td>30-60</td>
<td>3.49</td>
</tr>
</tbody>
</table>

### 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:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/kWh.
TERMS OF PAYMENT

A late charge of 1.5% 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 20 days after the date of mailing the bill. Actual disconnection of the service takes place approximately 15 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.

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicability:
To residential and non-residential customers where at least 20% of the customer's annual energy is supplied by a generation source, other than OUC, which is located on the customer's premises.

Non-Firm Standby Service is not applicable to residential customers on the Medical Alert Program and non-residential customers classified for service restoration as priority 6 or higher. Such non-residential customers include, but is not limited to, hospitals, nursing homes, police and fire stations, water and wastewater facilities, food centers, shelters and special needs centers.

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 supersede 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.7.701
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 6 a.m. to 10 a.m. 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.

**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:**
A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body’s utility tax ordinance, and the amount collected by OUC from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.638¢/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. 7.600.

Continued On Sheet No. 7.702
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.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RES</td>
<td>GSND</td>
</tr>
<tr>
<td>Customer Charge</td>
<td>$29.83</td>
<td>$34.20</td>
</tr>
<tr>
<td>Demand Charge ($/kW)</td>
<td>$6.33</td>
<td>$11.84</td>
</tr>
<tr>
<td>Non-Fuel Base Charges (¢/kWh)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Peak Charge</td>
<td>1.004</td>
<td>1.014</td>
</tr>
<tr>
<td>Off-Peak Charge</td>
<td>0.784</td>
<td>0.791</td>
</tr>
</tbody>
</table>

Non-Firm Standby Service
Electric service that can be interrupted to permit OUC to continue to meet its firm retail service load.

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RES</td>
<td>GSND</td>
</tr>
<tr>
<td>Customer Charge</td>
<td>$38.74</td>
<td>$43.11</td>
</tr>
<tr>
<td>Demand Charge ($/kW)</td>
<td>$2.97</td>
<td>$5.29</td>
</tr>
<tr>
<td>Non-Fuel Base Charges (¢/kWh)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Peak Charge</td>
<td>4.604</td>
<td>4.568</td>
</tr>
<tr>
<td>Off-Peak Charge</td>
<td>3.596</td>
<td>3.568</td>
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</tbody>
</table>

Fuel Charge:
See Sheet No. 5.010 - Time Differentiated Rates
RESERVED FOR FUTURE USE
**GENERAL SERVICE DEMAND**

**CURTAILABLE RIDER**

**Availability:**
Available throughout the entire City of St. Cloud service territory served by OUC.

**Applicability:**
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.

This rider is not applicable to customers classified for service restoration as priority 6 or higher. Such customers includes, but is not limited to, hospitals, nursing homes, police and fire stations, water and wastewater facilities, food centers, shelters and special needs centers.

**Conditions:**
Electric service, at a minimum, is curtable 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 curtable 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 $145.60
- 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. 7.801
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

(Closed to New Customers as of January 2018)

Availability

This rate, offered as a pilot program, is available anywhere within the City of St. Cloud’s service area served by the Orlando Utilities Commission's (OUC).

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.

Special Provisions

1. A customer taking the Photovoltaic Energy Production Credit Rider must apply and enter into a RSSA or CSSA agreement, as applicable. 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.

3. All other provisions of the otherwise applicable rate schedule will apply to customers served under this rider.
TOTALIZED METERING RIDER
RATE SCHEDULE TMR

Availability:
Available throughout the entire City of St. Cloud service territory served by OUC.

Applicable:
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.

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

- Administration Charge $208.00
- Channel Charge $26.00 per channel
- Demand Charges
  - Secondary
  - Primary
    - Sum of Channel Demands $7.51 per kW $6.75 per kW
    - Totalized Demand $2.89 per kW $3.13 per kW

Billing Demand:
- Sum of Channel Demands: The sum of the maximum 15-minute kW demand measured during the billing period for each channel of the totalized service.
- Totalized Demand: The 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 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.
2. 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.
3. 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.
4. All channels of the totalized service must be served entirely at secondary voltage or entirely primary voltage.
5. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.
Reserved for Future Use

ISSUED BY: Bill Sturgeon, Interim City Manager

Effective: January 1, 2018
COMMUNITY SOLAR FARM RIDER
RATE SCHEDULE CSFR2

Availability:
Available anywhere within City of St. Cloud’s service area served by the Orlando Utilities Commission (“OUC”) to electric customers that meet the Eligibility Requirements. This rider will be closed to further subscription by eligible customers when OUC’s solar resources are retired or the total residential subscription reaches 2,770,000 kWh and the total commercial subscription reaches 13,830,000 kWh; provided, however, that if after the rider is closed any previously subscribed energy becomes available due to the forfeiture by a prior subscriber of such energy, OUC may re-open the subscription process from time to time until such energy is again subscribed. Any such energy will be offered first to any customers remaining on the energy subscription wait list, followed by an offering to the remainder of OUC’s eligible customers.

Applicability:
This rider is applicable on a voluntary basis to customers receiving service under rate schedules RS, GS, GSD-SEC or GSD-PRI that meet the special provisions of this rider.

Character of Service - % Subscription:
Customers may subscribe to receive between 10 percent and 100 percent of their monthly energy from OUC solar energy resources under this rider. Customer subscriptions to receive monthly energy from OUC solar energy resources shall be in 10 percentage point increments.

Definition of Solar Energy:
Total kWh consumption for the billing period times solar subscription percentage rounded to the nearest kWh.

Monthly Rate:
The subscribing customer’s otherwise applicable rate schedule for electric service will apply to calculate the total bill for the billing period, but shall be adjusted under this rider as follows:

\[
[Total \ Bill] - \left( [Fuel \ Charge] \times [\% \ Subscription] \right) + \left( Consumption \times [\% \ Subscription] \times [Community \ Solar \ Energy \ Rate]\right)
\]

Community Solar Energy Rate: 6.240¢ per kWh of solar energy

Special Provisions
1. Eligibility Requirement:
   a. May not be a participant in the following OUC programs while subscribing under this rider:
      i. Budget Billing
      ii. Solar PV Program

2. Customers may enroll at any time but must remain enrolled for at least one (1) billing period after enrollment. A customer may cancel thereafter with 30 days’ notice and enroll again at a later date if the program is still open.

3. All requirements under the customer’s applicable rate schedule for electric service will apply under this schedule.
NSMR

NON-STANDARD METER RIDER
RATE SCHEDULE NSMR

Availability:
Available anywhere within City of St. Cloud’s service area served by the Orlando Utilities Commission (“OUC”).

Applicability:
This Rider is available on a voluntary basis to customers who elect to have a non-standard meter that requires a manual meter read in lieu of a standard digital meter which does not require a manual meter read (“Opt-Out Customer”). Customers who fail to provide reasonable access to premises, request to Opt-Out or otherwise prevent replacement of the non-standard meter with a standard digital meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the “Limitation of Service” provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of OUC’s choice.

Limitation of Service:
This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner. This Rider will remain available as long as non-standard meter options are reasonably available and are supported by the manufacturers.

Charges:
All charges and provisions of the Opt-Out Customer’s otherwise applicable electric service rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment Fee consists of an initial lump sum payment.

Enrollment Fee: $95.00
Monthly NSMR Rate: $13.00

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

Special Provisions
1. Customers otherwise eligible at premises where OUC has intended to deploy the standard digital meters who have not received standard digital meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact OUC requesting cancellation of service under NSMR and accept installation of the standard digital meter. NSMR charges that have been billed will be waived after installation of the standard digital meter.
2. A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. All charges for NSMR shall continue to apply in this case.
3. Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.
4. Customers who have been found to have tampered with their service meter will be required to switch to a standard digital meter. In addition customers whose non-standard meters are made inaccessible to OUC meter readers will also be required to switch to a standard digital meter.
Section 8: Standard Forms and Contracts
## INDEX

**STANDARD FORMS AND CONTRACTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank Bill</td>
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<tr>
<td>Payment Receipt</td>
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<tr>
<td>Standby Service Agreement</td>
<td>8.200 - 8.203</td>
</tr>
<tr>
<td>Residential Solar Service Agreement (&quot;RSSA&quot;)</td>
<td>8.300 - 8.302</td>
</tr>
<tr>
<td><strong>(Closed to New Customers as of January 1, 2018)</strong></td>
<td></td>
</tr>
<tr>
<td>Commercial Solar Service Agreement (&quot;CSSA&quot;)</td>
<td>8.400 - 8.404</td>
</tr>
<tr>
<td><strong>(Closed to New Customers as of January 1, 2018)</strong></td>
<td></td>
</tr>
<tr>
<td>Interconnection Application and Compliance Form for Renewable Generation Systems up to 2 MW</td>
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</tr>
<tr>
<td>Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW</td>
<td>8.500</td>
</tr>
<tr>
<td>Interconnection Requirements for All Renewable Generation Systems Up to 2 MW</td>
<td>8.501 - 8.504</td>
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</tbody>
</table>
RESERVED FOR FUTURE USE
BLANK BILL EXAMPLE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
City of St. Cloud

PAYMENT RECEIPT

City of St. Cloud
REPRINT
*** CUSTIJO RECEIPT ***
Oper: MARSH02  Type: 0C  Drawer: I
Date: 1/30/07 01 Receipt no: 105034

Customer Location Name

UB  UTILITY BILL-CUSTOMER

Trans number: 3348780
Remaining balance $0.00

Tender detail
CK CHECK  4849  $140.26
Total tendered $140.26
Total payment $140.2

Trans date: 1/30/07 Time: 7:38:09
ORLANDO UTILITIES COMMISSION
STANDBY SERVICE AGREEMENT

THIS STANDBY SERVICE AGREEMENT (hereafter the "Agreement") is entered into on this ___ day of _________________________, 2002, by and between Orlando Utilities Commission ("OUC") and ____________________________ ("Customer"), hereafter together referred to as "Parties" and individually as a "Party").

RE bâtals

A. Customer owns a nominal ______kW, ______________ generating facility(ies), hereinafter referred to as the "Facility", which is(are) located at ________________________________.

B. Customer desires to take electric energy and capacity supplied by OUC to supplement and/or replace energy or capacity ordinarily generated by the Customer's own generation equipment.

ACCORDINGLY, in consideration of the above-stated Recitals and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM OF AGREEMENT. The Agreement shall have an initial term of three (3) years as provided herein below. The initial term of this Agreement shall commence on the date on which the last of the parties executes the Agreement below and shall expire thirty-six (36) months from that date. This Agreement shall be automatically renewed for additional one (1) year terms upon the expiration of the original.

SECTION 3. OPERATING AGREEMENT.

3.1. General Operation. Customer shall during the term of this Agreement, operate and maintain the Facility in accordance with (I) operating instructions contained in this Agreement and those provided by OUC to Customer from time to time during the term of this Agreement, (ii) the operating and maintenance instructions provided by the respective Facility equipment manufacturers, and (iii) governmental requirements. The following provisions shall apply generally to the operation of the Facility:

(1) Status of Customer as Operator. Customer shall perform and execute the provisions of this Agreement as an independent contractor to OUC and shall not be an agent or employee of OUC.

(2) Status of Customer Subcontractors. No contractual relationship shall exist between OUC and any Customer subcontractor with respect to the operation of the Facility under such subcontracts.

(3) Health, Safety and Quality. Customer shall operate the Facility in accordance with good safety and housekeeping procedures which shall conform with the applicable material provisions of federal, state and local safety laws, codes, regulations, ordinances or other such requirements to prevent injury to persons or damage to property at the Facility during the term of this Agreement.

3.2. Interconnection Requirements. Customer shall comply with all requirements as set forth in the Interconnection Requirements, included as Appendix A of this Agreement.
SECTION 4. NO OUC ENDORSEMENT. In no event shall any OUC statement, representation, or lack thereof, either expressed or implied, relieve Customer of its exclusive responsibility for the Facility. Specifically, any inspection by OUC or its agent(s) of the Facility shall not be construed as confirming or endorsing the Facility's design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. OUC's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any equipment or procedure of Customer.

SECTION 5. RESPONSIBILITY AND LIABILITY. OUC shall be responsible for maintaining OUC owned facilities in a manner consistent with generally accepted utility standards. Customer shall be responsible for maintaining the Facility in a manner consistent with generally accepted utility standards. The parties shall each be responsible for ensuring adequate safeguards for utility customers, utility personnel and equipment, and for the protection of its own generating system. Customer shall indemnify and save OUC harmless from any and all claims, demands, costs (including reasonable attorney’s fees at trial and appeal), or expense for loss, damage, or injury to persons or property (including Customer employees, the Facility, and OUC’s system) caused by, arising out of, or resulting from:

5.1 Any negligent act or omission by Customer or Customer's contractors, agents, servants and employees in connection with the installation or operation of the Facility in connection with OUC's system;

5.2 Any defect in, failure of, or fault related to the Facility; and/or,

5.3 Any other event or act that is the result of, or proximately caused by, the negligence of the Customer.

SECTION 6. FORCE MAJEURE. If either party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term force majeure shall be taken to mean causes not within the reasonable control of the parties affected, including but not limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such claim. Customer agrees to pay the costs necessary to reactivate the Facility if the same is rendered inoperable due to actions of Customer, its agents, or force majeure events affecting the Facility. OUC agrees to reactivate at its own cost the interconnection System of the Facility in circumstances where any such system is deactivated by OUC or its agents.
SECTION 7. MODIFICATION. This Agreement may not be amended or modified except by an instrument in writing duly executed by the parties hereto.

SECTION 8. PERMITS. Customer hereby agrees to obtain any and all governmental permits, certifications, or other authority Customer is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. OUC hereby agrees, Customer’s expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority, OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

SECTION 9. NOTIFICATION. For purposes of communications required or authorized by this Agreement, the Parties designate the following representatives:

For Customer:

Name: ________________________________
Title: ________________________________
Phone: ________________________________
(a.m. & p.m.): __________________________
Fax: ________________________________

For OUC:

Title: Vice President Customer Connection
Phone (a.m. & p.m.): 407.423.9100
Fax: 407.236.9628

The designation of the above representatives and other pertinent information may be changed by either Party at any time upon advance notice provided from one Party to the other.

SECTION 10. ELECTRIC RATE. OUC agrees to provide and Customer agrees to take electric service pursuant to the terms and conditions of the applicable prevailing Standby Service Rate Schedule SS as said tariff rate exists and as it may be modified from time to time by OUC.

SECTION 11. TERMINATION OF AGREEMENT. Customer may terminate this Agreement at the end of the initial three (3) year term by providing OUC at least sixty (60) days advanced written notice. Upon termination of this Agreement, the Customer shall pay an amount equal to the following equation:

Termination Fee = Equipment Cost x ((Agreement Date + 15) - Termination Date) / 15

The Equipment Cost of $ includes all equipment, installation costs and removal costs incurred by OUC at the Customer’s premise to provide electric standby service specific to this Agreement. The Termination Fee shall not be less than zero.

Continued On Sheet No. 8.203
SECTION 12. GOVERNING LAW. This Agreement shall be governed and construed under the laws of the State of Ronda.

SECTION 13. TAX EXEMPTION/TAXES. OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC’s indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder. Customer shall be responsible for all taxes associated with its performance under this Agreement.

IN WITNESS WHEREOF, Customer and OUC have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

By: ________________________________
Betty J. Perrow
Assistant Secretary

By: ________________________________
Robert C. Haven, P.E.
General Manager, CEO

WITNESSES:

By: ________________________________
Print Name: __________________________

By: ________________________________
Print Name: __________________________

By: ________________________________
Print Name: __________________________

[AFFIX CORPORATE SEAL HERE]

Federal Tax 10 #
Residential Solar Service Agreement (RSSA)
Customer–Sited Solar Systems

(Closed to New Customers as of January 2018)

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)
   c) Customer is a retail electric customer of the City of St. Cloud (“St. Cloud”)

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 St. Cloud.

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. 8.301
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 remain a St. Cloud electric customer and 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 St. Cloud and 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 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 St. Cloud-supplied energy and the energy exported to the St. Cloud 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 St. Cloud’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) Neither St. Cloud nor OUC shall 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).
RSSA

Continued from Sheet No. 8.301

k) Customer shall indemnify, defend, and hold St. Cloud, 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 St. Cloud 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, St. Cloud and OUC are both 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 St. Cloud, 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 St. Cloud 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 St. Cloud account.

Customer initial: ______
Commercial Solar Service Agreement (CSSA)
Customer-Sited Solar Systems

(Closed to New Customers as of January 2018)

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)

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. 8.401
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 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.8.402
CSSA

Continued From Sheet No. 8.401

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 rime 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.
q) OUC will own, read, and maintain the solar system(s) meter(s).

r) 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.

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. 8.404
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

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 Disconnected Location:**

## C. Installation/Contractor Information

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

## D. Interconnection 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:**

## 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

<table>
<thead>
<tr>
<th>A. Applicant Information</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>OUC Account No.:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
</tr>
<tr>
<td>Street Address (if different from above):</td>
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<tr>
<td>City, State &amp; Zip:</td>
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<tr>
<td>Daytime Phone:</td>
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<td>Fax:</td>
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<td>Email:</td>
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<tr>
<th>B. Photovoltaic Information</th>
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<tr>
<td>System Name/Model:</td>
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<tr>
<td>Array DC Power at STC Watts</td>
</tr>
<tr>
<td>List Manufacturer/Model No. for:</td>
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<tr>
<td>Modules:</td>
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<td>Inverter:</td>
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<tr>
<td>Batteries (if applicable):</td>
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<tr>
<td>System Location:</td>
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<td>Inverter Location:</td>
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<tr>
<td>AC Disconnect Location:</td>
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<tr>
<td>FL License No.:</td>
</tr>
<tr>
<td>Address:</td>
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<tr>
<td>City, State &amp; Zip:</td>
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<td>Daytime Phone:</td>
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<td>Proposed Installation Date:</td>
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<tr>
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<tbody>
<tr>
<td>Date:</td>
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<tr>
<td>Name (Print):</td>
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<tr>
<td>Company:</td>
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<tr>
<th>F. Utility Approval</th>
</tr>
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<tbody>
<tr>
<td>1. Satisfies OUC Interconnection Requirements</td>
</tr>
<tr>
<td>OUC Representative Name (Print):</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>OUC Representative Signature:</td>
</tr>
<tr>
<td>2. Satisfies Code Requirements</td>
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<tr>
<td>Inspector Name (Print):</td>
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<tr>
<td>Date:</td>
</tr>
<tr>
<td>Inspector Signature:</td>
</tr>
</tbody>
</table>
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) 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.

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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:
   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 reclosing of OUC's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OUC's systems.

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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 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.
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".
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