Orlando Utilities Commission

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Section 3: Miscellaneous

Orlando Utilities Commission

Fourteenth Revised Sheet No. 3.000
Canceling **Thirteenth** Revised Sheet No. 3.000

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MISCELLANEOUS

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Orlando Utilities Commission

Nineteenth Revised Sheet No. 3.010
Canceling **Eighteenth** Revised Sheet No. 3.010

MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes	$170.00

If OUC is unable to set the meter during the initial site visit due to the site not being ready or for some other reason beyond OUC's control requiring OUC to make subsequent trips, then in each instance, an Electric Service Truck Trip Charge shall be applied to the customer's account.

Multiple Meter Sets:

For new multiple meters being set, **there will be a trip** charge of $170.00 **per trip plus $15.00 for** each meter being set. 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:

All Classes	$25.00

Non-Pay Disconnect / Reconnect:

Reconnects on standard business days will be suspended at 8:00 P.M. Same day service reconnect due to non-pay disconnect is not offered on holidays or weekends. Charges for same day service reconnect due to non-pay disconnect are:

All Classes at Meter	$45.00
All Classes at Transformer	$225.00

Bad Check:

All Classes	$25.00

Orlando Utilities Commission

Seventh Revised Sheet No. 3.020
Canceling **Sixth** Revised Sheet No. 3.020

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 paid, in advance of material ordering and construction, by the party requesting the extension. In the event the project is cancelled prior to construction, OUC will refund the payment less any unrecoverable costs incurred by OUC.

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

Offsite duct bank installation	Single family residential	Commercial/Multi-Family
Customer installed	No charge	$**30**/kVA
OUC installed	No charge	$**113**/kVA

In addition, the customer will pay **39**% 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.

For residential subdivisions a $**650** per lot CIAC payment will be required from the party requesting the extension in advance of material ordering and construction. Such CIAC payment will be refunded to the responsible party if at least 75 percent of the lots within the subdivision or subdivision phase are occupied (with active meters) within three (3) years of installation.

When more than 20 new electric services are requested within a 12-month period and the expected consumption for each new service is less than 100 kWh per month a $**200** CIAC payment per service for all services over 20 within a 12-month period will be required in advance of material ordering and construction by the party requesting the extension(s). This payment is in addition to any other required CIAC payment.

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.

Orlando Utilities Commission

Third Revised Sheet No. 3.030
Canceling **Second** Revised Sheet No. 3.030

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 $1/12^{th}$ of the current **deferred** amount. **The additional percentage is also 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.

Orlando Utilities Commission

First Revised Sheet No. 3.031
Canceling **Original** Revised Sheet No. 3.031

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fifth Revised Sheet No. 3.040
Canceling **Fourth** Revised Sheet No. 3.040

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.

Orlando Utilities Commission

Second Revised Sheet No. 3.041
Canceling **First** Revised Sheet No. 3.041

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Seventh Revised Sheet No. 3.050
Canceling **Sixth** Revised Sheet No. 3.050

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.

Orlando Utilities Commission

Ninth Revised Sheet No. 3.060
Canceling **Eighth** Revised Sheet No. 3.060

FUEL CHARGE AND STABILIZATION POLICY

Fuel charges (¢ / kWh), as shown on the current Billing Adjustments tariff Sheet No. 5.010 will be computed based on the estimated fuel expense amounts for all retail sales for a 12-month period plus, if applicable, use of fuel stabilization. These estimated fuel expenses will be determined using the latest projection of fuel prices and the results of a generation production costing simulation. The total retail fuel expenses will then be allocated to customer classes based on forecast class sales and line losses.

Prior to October 1, during the annual Budget Workshop staff will present their recommendation for the fuel charge to be used in the subsequent fiscal year. 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 fiscal year. Commission action will take place in conjunction with the Operating Budget approval.

Monthly, the difference between billed electric fuel revenues and actual fuel expenses incurred shall be recognized as Fuel Stabilization Revenue and added to the Fuel Stabilization Account. This account mitigates the impact of short-term fuel price volatility and provides stability to OUC's fuel charges. To ensure there are sufficient cash reserves to provide for fuel charge stability a restricted cash reserves account titled Fuel Reserves Fund is maintained with a balance equal to the Fuel Stabilization Account. Monthly, interest income on the Fuel Reserves Fund is computed using the Commission's pooled investment portfolio earnings rate. Such interest income is recognized monthly as Fuel Stabilization Revenue.

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 the Commission adjust the fuel charge amount for the remainder of the twelve-month period.

Orlando Utilities Commission

Fourth Revised Sheet No. 3.061
Canceling **Third** Revised Sheet No. 3.061

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Sixth Revised Sheet No. 3.062
Canceling **Fifth** Revised Sheet No. 3.062

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Sixth Revised Sheet No. 3.063
Canceling **Fifth** Revised Sheet No. 3.063

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Seventh Revised Sheet No. 3.070
Canceling **Sixth** Revised Sheet No. 3.070

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.

A Surety Bond is acceptable for deposits of two-thousand five hundred dollars ($2,500) or more. Commercial customers requesting the use of a Surety Bond (surety) 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 **Director of Treasury.**

Minimum Credit Rating Matrix

S & P	Moody's	Fitch	AM Best	OUC Score
A-	A3	A-	A-	>3

The Surety Bonds 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 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

Orlando Utilities Commission

Sixth Revised Sheet No. 3.071
Canceling **Fifth** Revised Sheet No. 3.071

Continued From Sheet No. 3.070

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 Cancellation

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

  Upon receipt of the cancellation notice, a letter will be sent advising the customer that a new deposit must be received prior to the expiration date of the canceled bond.

  If a cash deposit or surety bond 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.

Continued on Sheet No. 3.072

Continued From Sheet No. 3.071

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.

Orlando Utilities Commission

Third Revised Sheet No. 3.073
Canceling **Second** Revised Sheet No. 3.073

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Ninth Revised Sheet No. 3.080
Canceling **Eighth** Revised Sheet No. 3.080

UTILITY TAMPER FEE AND THEFT/TAMPERING or UNAUTHORIZED USE OF SERVICE INVESTIGATION CHARGE

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.

Theft/Tamper or Unauthorized Use of Service Investigation Charge:

A $115.00 hourly fee for all time beyond one (1) hour will be charged for expenses incurred in the investigation of theft of service, tampering, or the unauthorized use of service. This charge shall be in addition to the Utility Tamper Fee.

Orlando Utilities Commission

Fifth Revised Sheet No. 3.090
Canceling **Fourth** Revised Sheet No. 3.090

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.

Orlando Utilities Commission

Fourth Revised Sheet No. 3.200
Canceling **Third** Revised Sheet No. 3.200

RESERVED FOR FUTURE USE

TRIP CHARGES

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/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power is either on or off, 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 **subsequent** trip**(s).**

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.

Cut Seal Trip Charge

There are times when through an investigative process, OUC finds that a meter box seal has been cut by someone other than OUC and without OUC's authorization but does not constitute utility theft/tampering or unauthorized use.

Examples of this include but are not limited to: Cutting the meter box seal for the purpose of removing the meter to temporarily disconnect service in order to upgrade their electric service panel or to install generation equipment at the premises.

In each of these instances, a $100.00 Cut Seal Trip Charge will be applied to the customer's account to recover the investigative and trip costs.

Orlando Utilities Commission

First Revised Sheet No. 3.400
Cancelling Original Sheet No. 3.400

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Second Revised Sheet No. 3.500
Canceling **First Revised** Sheet No. 3.500

TruNet Solar FOR CUSTOMER-OWNED RENEWABLE GENERATION

For customers with renewable generation equipment that have completed the interconnection application process with Orlando Utilities Commission ("OUC") and 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 energy supplied to the customer by OUC and the energy delivered by the customer 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) Until such time as necessary modifications to the billing system are complete in order to bill in accordance with paragraphs (4) and (5):

(a) **OUC will charge the customer for energy delivered by OUC to the customer in excess of the energy supplied by the customer to OUC for the billing cycle in accordance with the otherwise applicable rate schedule.**

(b) **If the energy supplied by the customer to OUC exceeds the energy supplied by OUC to the customer during the billing cycle, then OUC will credit the customer for this excess energy in accordance with the otherwise applicable rate schedule.**

(c) **For customers whose otherwise applicable rate schedule is a time of use ("TOU") or time of day ("TOD") rate, the energy delivered to the customer by OUC and the energy supplied by the customer to OUC will be measured by the distinct TOU/TOD time periods for that rate schedule, and charges or credits to the customer will likewise be calculated in accordance with the distinct charges applicable in the respective TOU/TOD time periods.**

(4) **Beginning with energy usage on the first day of the first billing cycle after the necessary modifications to the billing system are fully operational,** OUC will charge the customer for all energy delivered by OUC to the customer in accordance with the otherwise applicable rate schedule.

(5) **Beginning with energy usage on the first day of the first billing cycle after the necessary modifications to the billing system are fully operational,** OUC will credit the customer for all energy supplied by the customer to OUC during the billing cycle. The credit rate shall be determined as follows:

(a) For customers that have submitted a complete interconnection application to OUC for their applicable premises prior to July 1, 2025:

i. The credit rate per kWh until June 30, 2045, shall equal the **sum of the** Non-Fuel Base **Charge** and **the** Fuel Charge **set forth in the rate schedule applicable to the customer's retail service provided by OUC**.

1. For residential customers the Non-Fuel Base Charge shall not include the conservation adder for all additional kWh over 1,000. This **limitation** is not applicable to Commercial and Industrial customers.
2. For customers whose otherwise applicable rate schedule is a time of use ("TOU") or time of day ("TOD") rate, the energy supplied by the customer to the OUC grid will be measured by the distinct TOU/TOD time periods **and credits will be calculated using the TOU/TOD charges applicable under the** rate schedule **that is otherwise applicable to the customer's retail service provided by OUC**.

ii. After June 30, 2045, the credit rate per kWh shall equal the levelized Fuel Charge under the otherwise applicable rate schedule.

(b) For all other customers, until June 30, 2030, the credit rate per kWh shall equal the Community Solar Energy Rate as shown on Sheet No. 5.925. Beginning on July 1, 2030, the credit rate per kWh shall equal the levelized Fuel Charge under the otherwise applicable rate schedule.

Section 5: Rate Schedules

INDEX
RATE SCHEDULES

Schedule	Description	Sheet No.
BA	Additional Billing Charges	5.010
RS	Residential	5.100
RS-T	Residential – Time of Use Pilot (Closed to new customers as of June 1, 2022)	5.120
PSR	Prepaid Electric Service Rider	5.110-5.111
GS	General Service – Non-Demand	5.200
GS-T	General Service – Non-Demand – Time of Use Pilot (Closed to new customers as of June 1, 2022)	5.220
GSD-SEC	General Service Demand Secondary	5.300-5.301
GSD-SEC-T	General Service Demand Secondary - Time of Day	5.310-5.311
GSD-PRI	General Service Demand Primary	5.400-5.401
EVPC	Public Charging for Electric Vehicles - Pilot	5.470
SL	Street Light Service	5.500-5.503
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SS	Standby Service	5.700-5.702
GSD-CR	General Service Demand - Curtailable Rider	5.800-5.801
TMR	Totalized Metering Rider (Closed to new Totalizers and modification of existing Totalizers as of October 1, 2024)	5.900
CSFR1	Community Solar Farm Rider 1 (Closed to new customers as of January 1, 2018)	5.920-5.921
CSFR2	Community Solar Farm Rider 2	5.925
CSFR3	SunChoice Community Solar Farm Rider 3	5.927
EDR	Economic Development Rider	5.940-5.941
CISR	Commercial/Industrial Service Rider	5.950-5.951

BA

ADDITIONAL BILLING CHARGES
RATE SCHEDULE - BA

Applicability:

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

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.

Rate Schedule (¢ per kWh)	Standard Levelized Rate	Time Differentiated Rates		
		On-Peak	Shoulder	Off-Peak
RS and GS	**4.767**	N/A	N/A	N/A
GSD-SEC	**4.767**	**5.854**	**5.196**	**4.324**
GSD-T-SEC and SS-SEC	N/A	**5.639**	N/A	**4.405**
GSD-PRI	**4.719**	**5.797**	**5.144**	**4.281**
SS-PRI	N/A	**5.582**	N/A	**4.362**
SL	**4.419**	N/A	N/A	N/A
	All kWh	On-Peak Premium		
RS-T and GS-T	**4.400**	**1.268**		

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.

Sales Tax:

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers (unless a qualified sales tax exemption status is on record with OUC). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by OUC shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner. An additional tax factor is applied to the charge for electric service consistent with the applicability of State Sales Tax as described in this paragraph, in accordance with Section 203.01(1)(a)3 and (b)4 of the Florida Statutes.

Orlando Utilities Commission

Sixteenth Revised Sheet No. 5.100
Canceling **Fifteenth** Revised Sheet No. 5.100

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:		$18.50
DemandLevel Charge	**Tier 1**	**$5.00**
	Tier 2	**$10.00**
	Tier 3	**$15.00**
Non-Fuel Base Charge at:	First 1,000 kWh	**5.935¢** per kWh
	All Additional kWh	**8.435¢** per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer charge **plus the DemandLevel charge and applicable taxes**

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.

Orlando Utilities Commission

Seventh Revised Sheet No. 5.110
Canceling **Sixth** Revised Sheet No. 5.110

PSR

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 **and DemandLevel charge** under this rate schedule assuming 30.4 days per **billing period**. 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, for variations due to rounding of daily charges, **and variations in applicable DemandLevel tier**.

Special Provisions:

1. Customers registered for programs such as one or more of the following 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 CSFR1, CSFR2 and CSFR3
   g. Project Care Roundup
   h. Consolidated account billing
   i. Chilled water
   j. City of Orlando's 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. 5.111

Continued from Sheet No. 5.110

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 on-line 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.

Orlando Utilities Commission

First Revised Sheet No. 5.112
Canceling **Original** Sheet No. 5.112

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fifth Revised Sheet No. 5.120
Canceling **Fourth** Revised Sheet No. 5.120

RS-T

RESIDENTIAL TIME OF USE PILOT
RATE SCHEDULE RS-T

(Closed to New Customers as of June 1, 2022)

Availability:

Available throughout the entire territory served by OUC on an optional basis to up to 600 customers in the combined OUC and St. Cloud electric service territories who have had continuous service at the same address for at least 12 billing cycles and expect to maintain service at same address for at least 12 additional billing cycles. OUC may limit individual customer enrollment to ensure pilot participants represent OUC's overall customer demographic.

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:		$18.50
DemandLevel Charge	**Tier 1**	**$5.00**
	Tier 2	**$10.00**
	Tier 3	**$15.00**
Non-Fuel Base Charge at:	First 1,000 kWh	**3.466¢** per kWh
	All Additional kWh	**5.966¢** per kWh
	On-Peak kWh Premium	7.889¢ per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

On-Peak Period:

Every day during the hours from 2pm to 8pm

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

Terms of Service:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation in the pilot.

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		$22.75
DemandLevel Charge	**Tier 1**	**$7.50**
	Tier 2	**$15.00**
	Tier 3	**$22.50**
Non-Fuel Base Charge at		**6.581¢** per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

Orlando Utilities Commission

Third Revised Sheet No. 5.210
Canceling **Second** Revised Sheet No. 5.210

RESERVED FOR FUTURE USE

Orlando Utilities Commission

First Revised Sheet No. 5.211
Cancelling Original Sheet No. 5.211

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fifth Revised Sheet No. 5.220
Canceling **Fourth** Revised Sheet No. 5.220

GS-T

GENERAL SERVICE - NON-DEMAND TIME OF USE PILOT RATE SCHEDULE GS-T

(Closed to New Customers as of June 1, 2022)

Availability:

Available throughout the entire territory served by OUC on an optional basis to up to 100 customers in the combined OUC and St. Cloud electric service territories who have had continuous service at the same address for at least 12 billing cycles and expect to maintain service at same address for at least 12 additional billing cycles. OUC may limit individual customer enrollment to ensure pilot participants represent OUC's overall customer demographic.

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:		$22.75
Demand Level Charge	**Tier 1**	**$7.50**
	Tier 2	**$15.00**
	Tier 3	**$22.50**
Non-Fuel Base Charge at:	All kWh	**4.112¢** per kWh
	On-Peak kWh Premium	7.889¢ per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

On-Peak Period:

Every day during the hours from 2pm to 8pm

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

Terms of Service:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation in the pilot.

Orlando Utilities Commission

Sixteenth Revised Sheet No. 5.300
Canceling **Fifteenth** Revised Sheet No. 5.300

GSD-SEC

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	**$35.00**
Demand Charge at	$12.00 per kW
Non-Fuel Base Charge	**2.616¢** per kWh

Option B (TOU Rate):

Customer Charge	**$35.00**
Demand Charge at	$12.00 per kW

Non-Fuel Base Charge (¢ per kWh):

On-Peak Period	**3.212**
Shoulder Period	**2.851**
Off-Peak Period	**2.373**

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	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

Orlando Utilities Commission

Fifth Revised Sheet No. 5.301
Canceling **Fourth** Revised 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.

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	$**35.00**
Demand Charge:	
On-Peak Period	$12.00 per kW
Non-Fuel Base Charge (¢ per kWh):	
On-Peak Period	**3.095**
Off-Peak Period	**2.417**

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

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

Orlando Utilities Commission

Fourth Revised Sheet No. 5.311
Canceling **Third** Revised Sheet No. 5.311

GSD-SEC-T

Continued From Sheet 5.310

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.

Orlando Utilities Commission

Eighth Revised Sheet No. 5.320
Canceling **Seventh** Revised Sheet No. 5.320

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Third Revised Sheet No. 5.321
Canceling **Second** Revised Sheet No. 5.321

RESERVED FOR FUTURE USE

Orlando Utilities Commission

First Revised Sheet No. 5.322
Canceling **Original** Sheet No. 5.322

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Ninth Revised Sheet No. 5.330
Canceling **Eighth** Revised Sheet No. 5.330

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Second Revised Sheet No. 5.331
Canceling **First** Revised Sheet No. 5.331

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Ninth Revised Sheet No. 5.340
Canceling **Eighth** Revised Sheet No. 5.340

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fourth Revised Sheet No. 5.341
Canceling **Third** Revised Sheet No. 5.341

RESERVED FOR FUTURE USE

GSD-PRI

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	**$115.00**
Demand Charge at	$11.50 per kW
Non-Fuel Base Charge	**2.590**¢ per kWh

Option B (TOU Rate):

Customer Charge	$**115.00**
Demand Charge at	$11.50 per kW

Non-Fuel Base Charge (¢ per kWh)

On-Peak Period	**3.181**
Shoulder Period	**2.823**
Off-Peak Period	**2.349**

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	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. 5.401

Orlando Utilities Commission

Fifth Revised Sheet No. 5.401
Canceling **Fourth** Revised Sheet No. 5.401

GSD-PRI

Continued From Sheet No. 5.400

On-Peak Period:

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

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

Shoulder Period:

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

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

Off-Peak Period:

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

Billing Demand:

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

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.

Orlando Utilities Commission

Fourth Revised Sheet No. 5.410
Canceling **Third** Revised Sheet No. 5.410

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Third Revised Sheet No. 5.411
Canceling **Second** Revised Sheet No. 5.411

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Eighth Revised Sheet No. 5.420
Canceling **Seventh** Revised Sheet No. 5.420

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Third Revised Sheet No. 5.421
Canceling **Second** Revised Sheet No. 5.421

RESERVED FOR FUTURE USE

Orlando Utilities Commission

First Revised Sheet No. 5.422
Canceling **Original** Sheet No. 5.422

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Ninth Revised Sheet No. 5.450
Canceling **Eighth** Revised Sheet No. 5.450

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Second Revised Sheet No. 5.451
Canceling **First** Revised Sheet No. 5.451

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Ninth Revised Sheet No. 5.460
Canceling **Eighth** Revised Sheet No. 5.460

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fourth Revised Sheet No. 5.461
Canceling **Third** Revised Sheet No. 5.461

RESERVED FOR FUTURE USE

Orlando Utilities Commission

First Revised Sheet No. 5.470
Cancelling Original Sheet No. 5.470

EVPC

PUBLIC CHARGING FOR ELECTRIC VEHICLES - PILOT
RATE SCHEDULE EVPC

Availability:

Available throughout the entire territory served by OUC where customers charge electric vehicles at certain OUC owned public electric vehicle (EV) charging stations ("the stations") where OUC provides charging service billed through a third-party billing provider.

Applicable:

To any person ("user") who accesses the stations.

Character of Service:

EV charging service will be available at **Level 2 and Level 3** OUC owned stations open to the public. **Level 2 stations are those rated at 20 kW or less and Level 3 stations are those** rated at 50 kW or greater.

Level 2 Charging Rates:

Energy charge: **20¢ per kWh**

Level 3 Charging Rates:

Energy charge: **40¢** per kWh

Vehicle idling fee: $1.00 per minute following a ten-minute grace period

Charging Network Fees:

Charging network fees as determined by the charging station network provider may apply at certain stations.

Additional Charges:

Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

Terms of Payment:

Payable through OUC's third-party billing provider. Users must register an account with OUC's third-party billing provider, including payment information, prior to charging the vehicle. Users will have the ability to obtain a detailed receipt of the charge session through OUC's third-party billing provider.

SL

STREET LIGHT SERVICE
RATE SCHEDULE SL

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	$**5.18** (metered services only)
Non-Fuel Energy	**3.877**¢ per kWh

Monthly Per Unit Charge:

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
LED				
Acorn w/ pole	39	13	**$17.70**	**$7.93**
Acorn w/pole (differential paid)	39	13	**2.51**	**7.93**
Acorn w/ pole (2)	39	13	**13.91**	**7.22**
Cobra	39	13	**2.51**	**1.71**
Cobra	50	17	**3.35**	**2.61**
Flood	50	17	**3.80**	**3.08**
Cobra	54	18	**3.36**	**2.61**
Acorn w/ pole	60	20	**17.70**	**7.93**
Acorn w/pole (differential paid)	60	20	**3.36**	**7.93**
Acorn w/ pole (2)	60	20	**13.91**	**7.22**
Lantern w/ Pole	60	20	**8.46**	**5.46**
Cobra	70	23	**3.36**	**2.61**
Flood	80	27	**4.74**	**4.09**
Acorn w/ pole	99	33	**18.61**	**8.90**
Acorn w/ pole (2)	99	33	**14.83**	**8.19**
Cobra	101	34	**3.26**	**2.51**
Cobra	122	41	**3.86**	**3.15**
Flood	140	47	**3.39**	**2.65**
Cobra	168	56	**4.06**	**3.37**
Cobra	190	63	**4.74**	**4.09**
Cobra	220	73	**4.91**	**4.27**
Cobra	240	80	**4.91**	**4.27**
Flood	250	83	**8.56**	**8.15**
Cobra	280	93	**8.84**	**8.45**
Flood	370	123	**10.53**	**10.25**
Cobra	380	127	**8.55**	**8.14**

Continued on Sheet No. 5.501

Orlando Utilities Commission

Fifteenth Revised Sheet No. 5.501
Canceling **Fourteenth** Revised Sheet No. 5.501

SL

Continued From Sheet No. 5.500

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
High Pressure Sodium (no longer available for new installations)				
Acorn w/pole	100	39	**$17.75**	**$12.58**
Acorn w/pole (differential paid)	100	39	**2.56**	**12.58**
Acorn w/pole (2)	100	39	**13.97**	**11.87**
Bollard	100	39	**13.64**	**18.39**
Cobra	100	39	**2.56**	**5.51**
Contemporary w/pole	100	39	**10.10**	**12.04**
Spherical w/pole (2)	100	39	**8.40**	**11.33**
Town and Country w/pole	100	39	**7.16**	**8.90**
Acorn w/pole	150	57	**17.75**	**12.59**
Acorn w/pole (2)	150	57	**13.97**	**11.88**
Cobra	150	57	**3.32**	**7.18**
Spherical w/pole (2)	150	57	**14.20**	**15.24**
Spherical w/pole (4)	150	57	**12.46**	**14.65**
Spherical w/pole (5)	150	57	**12.11**	**14.53**
Cobra	250	105	**3.93**	**7.52**
Flood	250	105	**5.35**	**9.03**
Interstate	250	105	**8.91**	**13.77**
Shoe Box w/pole	250	105	**13.60**	**10.03**
Shoe Box w/pole (2)	250	105	**9.36**	**9.32**
Cobra	400	163	**4.99**	**8.46**
Flood	400	163	**8.63**	**12.34**
Interstate	400	163	**8.90**	**13.57**
Shoe Box w/pole	400	163	**14.83**	**11.15**
Flood	1,000	356	**N/A**	**16.59**
Metal Halide (no longer available for new installations)				
Acorn w/ pole	100	39	**21.23**	**19.67**
Lymmo w/pole	100	39	**N/A**	**24.10**
Town and Country w/pole (differential paid)	100	39	**4.98**	**9.45**
Acorn w/ pole	150	62	**17.76**	**14.94**
Acorn w/pole (2)	175	70	**13.97**	**15.35**
Bollard	175	70	**13.65**	**21.87**
Lymmo w/pole (4)	175	70	**N/A**	**15.77**
Esplanade w/pole	250	101	**24.55**	**22.41**
Shoe Box w/pole	250	101	**13.66**	**13.96**
Cobra	350	134	**5.14**	**14.35**
Flood	350	134	**8.79**	**18.23**
Shoe Box w/ pole	350	134	**14.99**	**17.04**
Cobra	400	156	**4.98**	**9.15**
Flood	400	156	**8.63**	**13.03**
Shoe Box w/pole	400	156	**14.83**	**11.84**
Shoe Box w/pole (differential paid)	400	156	**4.98**	**11.84**
Flood	1,000	365	**N/A**	**19.03**
Mercury Vapor (no longer available for new installations as of 2-1-02)				
Cobra	175	70	**2.55**	**4.78**
Contemporary	175	70	**6.04**	**7.87**
Cobra	400	154	**4.97**	**8.64**
Arena Traffic Arrows	N/A	4	**N/A**	**N/A**
Arena Gateway Lighting	N/A	420	**N/A**	**N/A**
Fluorescent	120	99	**N/A**	**N/A**
Round-About Lights	N/A	13	**N/A**	**N/A**
Round-About Lights	70	29	**N/A**	**15.11**

Continued on Sheet No. 5.502

SL

Continued From Sheet No. 5.501

Pole	Height	Investment Per Unit
Aluminum	20	**$7.81**
Aluminum	30	**8.28**
Aluminum	33	**11.48**
Aluminum	35	**13.36**
Aluminum	38	**9.51**
Aluminum	40	**12.12**
Aluminum	45	**18.87**
Concrete	30	**4.97**
Concrete	35	**5.15**
Concrete	40	**5.27**
Concrete	45	**7.76**
Concrete	50	**17.97**
Fiberglass	20	**6.70**
Spun Aluminum	33	**10.58**
Steel	17	**5.29**
Steel	35	**13.95**
Wood	30-60	**5.10**

Interstate 4 Fixtures	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
LED				
Black autobahn w/ pole	280	93	**$18.86**	**$9.09**
Green autobahn w/ pole	280	93	**24.22**	**10.23**
High Pressure Sodium				
Cobra	250	105	**N/A**	**N/A**
Cobra w/ pole	400	163	**12.73**	**8.56**
Shoebox w/ pole	400	163	**20.48**	**13.51**

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

OUCONVENIENT LIGHTING SERVICE

Availability:

Anywhere within Orlando Utilities Commission's charter boundaries.

Applicability:

To any customer not governed by the Applicability of Conventional 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

Orlando Utilities Commission

Fifth Revised Sheet No. 5.503
Canceling **Fourth** Revised Sheet No. 5.503

SL

Continued From Sheet No. 5.502

Monthly Per Unit Charges:

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

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

TABLE 1

CLASS		POLE/FIXTURE
SL1	For all private lighting where a homeowners' association will preside, all non-roadway lighting for governmental entities and for commercial customers with outdoor lighting projects with 100 or more lights.	0.998%
SL2	For all private projects 5-99 lights.	1.280%
SL3	For all sports lighting. Closed to new customers as of 10-1-08	1.349%
SL4	Long term sports lighting. Closed to new customers as of 4-1-21	0.944%
SL8	For all sports lighting	0.998%

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.

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

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.

Orlando Utilities Commission

Fifth Revised Sheet No. 5.600
Canceling **Fourth** Revised Sheet No. 5.600

TERMS OF PAYMENT

A late charge of 1.5% or a minimum of $5.00 will be charged on all past due balances for non-government accounts. Bills are due and payable upon receipt and become past due on the date indicated on each bill. Actual disconnection of the service will take place if the account remains unpaid.

Orlando Utilities Commission

First Revised Sheet No. 5.700
Cancelling Original Sheet No. 5.700

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** 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.

Continued On Sheet No. 5.701

SS

Continued From Sheet No. 5.700

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

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

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

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

On-Peak Period:
Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 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.

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

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

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

Continued On Sheet No. 5.702

Orlando Utilities Commission

Eleventh Revised Sheet No. 5.702
Canceling **Tenth** Revised Sheet No. 5.702

SS

Continued From Sheet No. 5.701

Firm Standby Service

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

Firm Standby Electric Rates				
	Secondary Service			Primary Service
Description	**RES**	**GSND**	**GSD**	**GSD**
Customer Charge	**$27.79**	**$31.80**	**$44.65**	**$123.82**
Demand Charge ($/kW)	**$7.46**	**$12.83**	**$19.89**	**$19.06**
Base Energy Charges (¢/kWh)				
On-Peak Charge	**0.813**	**0.808**	**0.812**	**0.803**
Off-Peak Charge	**0.635**	**0.631**	**0.634**	**0.628**

Non-Firm Standby Service

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

Non-Firm Standby Electric Rates				
	Secondary Service			Primary Service
Description	**RES**	**GSND**	**GSD**	**GSD**
Customer Charge	**$36.36**	**$40.37**	**$53.22**	**$132.39**
Demand Charge ($/kW)	**$3.77**	**$6.47**	**$9.63**	**$8.90**
Base Energy Charges (¢/kWh)				
On-Peak Charge	**4.767**	**4.262**	**3.770**	**3.732**
Off-Peak Charge	**3.724**	**3.329**	**2.945**	**2.916**

Additional Charges:

Fuel Charge:	See Sheet No. 5.010
Gross Receipts Tax:	See Sheet No. 5.010
Municipal Tax:	See Sheet No. 5.010
Sales Tax:	See Sheet No. 5.010

Orlando Utilities Commission

First Revised Sheet No. 5.703
Canceling **Original** Sheet No. 5.703

RESERVED FOR FUTURE USE

Orlando Utilities Commission

Fourth Revised Sheet No. 5.800
Canceling **Third** Revised Sheet No. 5.800

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

Monthly Rate:

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

Customer Charge $140.00

Curtailable Demand Credit $2.85 per kW

Curtailable Demand Credit:

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

Minimum Bill:

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

Special Provisions:

1. As used in this Rate Schedule the term "Period of Requested Curtailment" shall mean a period for which OUC has requested curtailment. The number of requests may not exceed more than one in a 24 hour period or more than 350 total hours in twelve billing periods. A single period of requested curtailment may extend to 8 hours.

2. Under the provisions of this rate, OUC will require a Curtailable Service Agreement with the Customers. The initial Non-Curtailable Demand shall be specified in the Agreement and shall be based on specifications for power requirements supplied to OUC by the Customer. If, after commencement of service, the customer's load increases, the non-curtailable demand can be increased, upon request of the customer, as long as the amount being curtailed is equal to or greater than the contracted curtailable load. If after commencement of service, a lower demand is established during a period of requested curtailment, the Non-Curtailable Demand will be reduced to the lower level in future billing periods upon request of the Customer.

Continued On Sheet No. 5.801

GSD-C

Continued from Sheet No. 5.800

3. **As an essential requirement for receiving the Curtailable Demand Credit provided under this Rate Schedule, a Customer shall be strictly responsible for the curtailment of his power requirements to no more than his Non-Curtailable Demand upon each request of OUC. OUC will have the right to test the customer's ability to curtail as contracted. OUC will specify "This Is A Test". Test curtailment periods will not exceed 90 minutes from initial curtailment request. Test requests will occur once a quarter. If a test is requested and the customer is unable to curtail as contracted, the penalty described in Special Provision No. 5 will apply.**

4. **A Customer will be deemed to have complied with his curtailment responsibility if the maximum 15-minute kW demand established during each period of requested curtailment does not exceed his Non-Curtailable Demand and he has reached that level within 30 minutes of receiving the request.**

5. **If the maximum 15-minute kW demand established during any period of requested curtailment exceeds the Customer's Non-Curtailable Demand, the Customer will be billed for 125% of the Curtailable Demand Credit attributable to the amount of such excess demand in each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve billing periods.**

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

Orlando Utilities Commission

Third Revised Sheet No. 5.810
Canceling **Second** Revised Sheet No. 5.810

Reserved for Future Use

Orlando Utilities Commission

Third Revised Sheet No. 5.820
Canceling **Second** Revised Sheet No. 5.820

Reserved for Future Use

TMR

TOTALIZED METERING RIDER
RATE SCHEDULE TMR

(Closed to new Totalizers and Modification of Existing Totalizers as of October 1, 2024)

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.

Channel Charges	**Secondary**	**Primary**
	$ 77.00 per channel	**$ 165.00 per channel**
Demand Charges	Secondary	Primary
Sum of Channel Demands	$ **9.63** per kW	$ **8.90** per kW
Totalized Demand	$ **2.37** per kW	$ **2.60** 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.

Orlando Utilities Commission

Second Revised Sheet No. 5.910
Canceling **First Revised** Sheet No. 5.910

Reserved for Future Use

Orlando Utilities Commission

First Revised Sheet No. 5.920
Cancelling Original Sheet No. 5.920

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

Orlando Utilities Commission

First Revised Sheet No. 5.921
Cancelling Original Sheet No. 5.921

CSFR1

Continued From Sheet No. 5.920

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.

Orlando Utilities Commission

Third Revised Sheet No. 5.925
Canceling **Second** Revised Sheet No. 5.925

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 are fully subscribed. Total residential subscriptions shall not exceed 20 percent of OUC's community solar resources and general service subscriptions shall not exceed 80 percent. However, 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: [Standard levelized fuel rate] plus 0.7¢ 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.

CSFR3

SunChoice COMMUNITY SOLAR FARM RIDER
RATE SCHEDULE CSFR3

Availability:

Available throughout the entire territory served by OUC. This rider will be closed to additional subscriptions if OUC's solar resources are retired or are fully subscribed.

Applicability:

This rider is applicable on a voluntary basis to customers receiving service under rate schedules 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 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 be used to calculate the total bill for the billing period, but shall be adjusted under this rider as follows:

$$[Total\ Bill] + ([Solar\ Energy] \times [SunChoice\ Community\ Solar\ Energy\ Rate])$$

SunChoice Community Solar Energy Rate:

First 30% subscription	1.0¢ per kWh
Next 40% subscription	2.5¢ per kWh
Next 30% subscription	4.5¢ per kWh

Special Provisions

1. OUC will have the renewable energy credits associated with the customer's Solar Energy subscription Green-e® certified and will retire them in the customer's name and on their behalf.
2. Customers may enroll at any time but must remain enrolled for at least three (3) billing period after enrollment. A customer may cancel thereafter with 30 days notice and enroll again at a later date if the program is available.
3. All requirements under the customer's applicable rate schedule for electric service will apply under this schedule.

Orlando Utilities Commission

First Revised Sheet No. 5.930
Canceling Original Sheet No. 5.930

Reserved for Future Use

EDR

ECONOMIC 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.

Year of Agreement	Reduction in Demand Charges and Non-Fuel Base Charges*
Year 1	20%
Year 2	15%
Year 3	10%
Year 4	5%

*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

EDR

Continued From Sheet No. 5.940

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

CISR **Continued from Sheet No. 5.950**

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

Orlando Utilities Commission

Fourteenth Revised Sheet No. 6.000
Canceling **Thirteenth** Revised Sheet No. 6.000

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Orlando Utilities Commission

Seventh Revised Sheet No. 6.001
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Orlando Utilities Commission

Third Revised Sheet No. 6.020
Canceling **Second** Revised Sheet No. 6.020

BLANK BILL EXAMPLE

Orlando Utilities Commission

First Revised Sheet No. 6.030
Canceling **Original** Sheet No. 6.030

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 curtailable 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 curtailable load.

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

Continued on Sheet No. 6.041

Continued from Sheet No. 6.040

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 fiveyears 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 ofthe 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.

Continued on Sheet No. 6.042

Continued from Sheet No. 6.041

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 interruptionscaused 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 beresponsible for the electric service on their respective sides ofthe 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 anyfacilitiesofthe 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 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.

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

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 CUSTOMER's Connection. Notices sent to the **CUSTOMER** shall be addressed to _____

SECTION 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.

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:

(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:

ORLANDO UTILITIES COMMISSION

By: _____

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

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

[AFFIX CORPORATE SEAL HERE]

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 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).

Continued on Sheet No. 6.061

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

Continued on Sheet No. 6.062

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:

By: _____

_____

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 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 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.

Continued on Sheet No. 6.071

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.

Continued on Sheet No. 6.074

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:

By: _____

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]

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.

Continued on Sheet No. 6.082

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.

Continued on Sheet No. 6.083

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 **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.

Continued on Sheet No. 6.084

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.

Continued on Sheet No. 6.085

(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:

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

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CUSTOMER

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.

Continued on Sheet No. 6.092

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 additionalthirty (30) day period after the originalthirty (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: _____

ORLANDO UTILITIES COMMISSION

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

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CUSTOMER

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

Continued from Sheet No. 6.100

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.

Continued on Sheet No. 6.102

Continued from Sheet No. 6.101

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.

Continued on Sheet No. 6.103

Continued from Sheet No. 6.102

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

Continued from Sheet No. 6.103

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 on Sheet No. 6.105

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

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CUSTOMER

By: _____
Title: _____

[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

Continued from Sheet No. 6.110

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.

Continued on Sheet No. 6.112

Continued from Sheet No. 6.111

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.

Continued on Sheet No. 6.113

Continued from Sheet No. 6.112

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.

Continued on Sheet No. 6.114

Continued from Sheet No. 6.113

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:

Continued on Sheet No. 6.115

Continued from Sheet No. 6.114

(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:

By: _____

ORLANDO UTILITIES COMMISSION

By: _____

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

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

CUSTOMER

By: _____

Title: _____

[AFFIX CORPORATE SEAL HERE]

Orlando Utilities Commission

First Revised Sheet No. 6.120
Canceling **Original** Sheet No. 6.120

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

Continued from Sheet No. 6.120

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

Continued on Sheet No. 6.122

Continued from Sheet No. 6.121

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.**

Continued on Sheet No. 6.123

Continued from Sheet No. 6.122

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.

Continued on Sheet No. 6.124

Orlando Utilities Commission

First Revised Sheet No. 6.124
Canceling **Original** Sheet No. 6.124

Continued from Sheet No. 6.123

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

Orlando Utilities Commission

First Revised Sheet No. 6.125
Canceling **Original** Sheet No. 6.125

Continued from Sheet No. 6.124

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:

Orlando Utilities Commission

First Revised Sheet No. 6.130
Canceling **Original** Sheet No. 6.130

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

Continued from Sheet No. 6.130

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 by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

Continued on Sheet No. 6.132

Continued from Sheet No. 6.131

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.

Continued on Sheet No. 6.133

Continued from Sheet No. 6.132

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.

Continued on Sheet No. 6.134

Continued from Sheet No. 6.133

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

Continued from Sheet No. 6.134

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:

ORLANDO UTILITIES COMISSION
COMMERCIAL ELECTRIC SERVICE AGREEMENT
(Closed to new customers as of January 18, 2011)

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.

Continued on Sheet No. 6.141

Continued from Sheet No. 6.140

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. 6.142

Continued from Sheet No. 6.141

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 _____.

Continued on Sheet No. 6.143

Continued from Sheet No. 6.142

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.

Continued on Sheet No. 6.144

Continued from Sheet No. 6.143

(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.

Continued on Sheet No. 6.145

Continued from Sheet No. 6.144

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: _____

_____

CUSTOMER

By: _____

Print Name: _____

Print Name: _____

[AFFIX CORPORATE SEAL HERE]

Fed. Tax I.D. _____

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Last modified – 11/1/01

Orlando Utilities Commission

First Revised Sheet No. 6.150
Canceling **Original** Sheet No. 6.150

SERVICE AGREEMENT FOR LIGHTING SERVICE

(Closed to New Customers as of January 1, 2008)

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

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

1.1. Install the lighting service equipment listed in Exhibit 1 ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").

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

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

2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.

2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.

2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

SECTION 3: EASEMENTS AND ACCESS

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

Continued on Sheet No. 6.151

Continued from Sheet No. 6.150

SECTION 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.

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Continued from Sheet No. 6.151

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.

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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 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.

Continued on Sheet No. 6.154

Continued from Sheet No. 6.153

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

5.3 Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate, exclusive of fuel charges.

5.4 Termination: The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

SECTION 6: GOVERNING LAW

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

Continued on Sheet No. 6.155

Continued from Sheet No. 6.154

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: _____

_____

Continued from Sheet No. 6.155

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:

_____

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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:

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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:

_____

(For Recording Purposes)

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 UTLITIES 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.

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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

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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

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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 b 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.

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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

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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.

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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

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Continued From Sheet No. 6.166

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.

Continued On Sheet No. 6.168

Continued From Sheet No. 6.167

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
In the presence of:

CUSTOMER

_____ 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

Continued From Sheet No. 6.168

Signed, sealed and delivered
in the presence of:

_____
Name: _____

_____
Name: _____

ORLANDO UTILITIES COMMISSION

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

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

_____
Attorney for OUC

Date: _____

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. 6.169

SCHEDULE 1

THE PROPERTY

Continued On Sheet No. 6.171

Continued From Sheet No. 6.170

SCHEDULE 2

INITIAL LIGHTING PLAN

Continued On Sheet No. 6.172

Continued From Sheet No. 6.171

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

(Closed to New Customers as of June 1, 2022)

This Lighting Maintenance Service Agreement (the "Agreement") is by and between **ORLANDO UTILITIES COMMISION**, 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

Continued From Sheet No. 6.180

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 Light Fixtures in need of service, the general location of each such Lighting Fixture and the work request number listed in Exhibit 1.

SECTION 3 TEMRS 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 discretions 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.

Continued on Sheet No. 6.182

Continued From Sheet No. 6.181

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 god 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

Continued From Sheet No. 6.181

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 god 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

Continued From Sheet No. 6.183

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.

Continued on Sheet No. 6.185

Continued From Sheet No. 6.184

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

Continued From Sheet No. 6.185

(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 From Sheet No. 6.186

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

Continued From Sheet No. 6.186

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

Continued From Sheet No. 6.188

EXHIBIT 2

LIGHTING FIXTURE REPAIRS NEEDED ON EFFECTIVE DATE

Description of Repair Needed
1.
2.
3.
4.
5.
6.
7.

Continued on Sheet No. 6.190

Continued From Sheet No. 6.189

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

	Year	Termination Fee
Termination occurs prior to the end of Term year:	1	$_____
	2	$_____
	3	$_____
	4	$_____
	5	$_____

Subsequent Terms

	Year	Termination Fee
Termination occurs prior to the end of Term year:	1	$_____
	2	$_____
	3	$_____
	4	$_____
	5	$_____

Continued on Sheet No. 6.191

Continued From Sheet No. 6.190

ADDENDUM 1 TO SERVICE AGREEMENT FOR LIGHTING MAINTENANCE

CHANGE ORDER FORM

CANGE 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	**ORLANDO UTILITIES COMMISSION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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

Continued From Sheet No. 6.191

APPENDIX 1 TO CHANGE ORDER NUMBER _____
REPAIRS TO BE PERFORMED BY OUC

Description of Repair Needed
1.
2.
3.
4.
5.
6.
7.

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").

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 Paries, 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

Continued From Sheet No. 6.200

(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 re 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.

Continued on Sheet 6.202

Continued From Sheet No. 6.201

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

Continued on Sheet No. 6.203

Continued From Sheet No. 6.202

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.

Continued on Sheet No. 6.204

Continued From Sheet No. 6.203

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

ORLANDO UTILITIES COMMISSION

By:

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

WITNESSES:

By: _____

_____

Print Name: _____

_____

By: _____

Print Name: _____

Federal Tax ID #

CUSTOMER

By:

Print Name:

[AFFIX CORPORATE SEAL HERE]

Orlando Utilities Commission

Fourth Revised Sheet No. 6.300
Canceling **Third** Revised Sheet No. 6.300

Reserved for Future Use

Orlando Utilities Commission

Third Revised Sheet No. 6.301
Canceling **Second** Revised Sheet No. 6.301

Reserved for Future Use

Orlando Utilities Commission

Third Revised Sheet No. 6.302
Canceling **Second** Revised Sheet No. 6.302

Reserved for Future Use

Orlando Utilities Commission

Fourth Revised Sheet No. 6.400
Canceling **Third** Revised Sheet No. 6.400

Reserved for Future Use

Orlando Utilities Commission

Third Revised Sheet No. 6.401
Canceling **Second** Revised Sheet No. 6.401

Reserved for Future Use

Orlando Utilities Commission

Second Revised Sheet No. 6.402
Canceling **First Revised** Sheet No. 6.402

Reserved for Future Use

Orlando Utilities Commission

Second Revised Sheet No. 6.403
Canceling **First Revised** Sheet No. 6.403

Reserved for Future Use

Orlando Utilities Commission

First Revised Sheet No. 6.404
Canceling Original Sheet No. 6.404

Reserved for Future Use

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

A. APPLICANT INFORMATION

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

B. RENEWABLE GENERATION SYSTEM

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

C. INSTALLATION CONTRACTOR INFORMATION

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

D. HARDWARE AND INSTALLATION COMPLIANCE

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

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

E. OWNER ACKNOWLEDGEMENT

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

Signed (Owner): _____ Date: _____

F. UTILITY APPROVAL

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

Orlando Utilities Commission

First Revised Sheet No. 6.500
Canceling **Original** Sheet No. 6.500

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

A. APPLICANT INFORMATION

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

B. PHOTOVOLTAIC INFORMATION

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

C. INSTALLATION CONTRACTOR INFORMATION

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

D. HARDWARE AND INSTALLATION COMPLIANCE

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

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

E. OWNER ACKNOWLEDGEMENT

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

Signed (Owner): _____ Date: _____

F. UTILITY APPROVAL

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

Continued From Sheet No. 6.500

APPENDIX A
INTERCONNECTION REQUIREMENTS FOR ALL RENEWABLE GENERATION SYSTEMS 2 MW AND LESS

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 no more than all of the customer's annual electric energy (kWh) requirements with renewable energy at such premise. 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.
2. "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 0.85 in order to account for losses during the conversion from DC to AC.
   a. Tier 1 - 10 kW or less
   b. Tier 2 - greater than 10 kW and less than or equal to 100 kW
   c. Tier 3 - greater than 100 kW and less than or equal to 2 MW.
3. "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.
4. Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1,000 watts/m^2 solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.
5. 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.
6. **"Meter Collar" refers to any device that is inserted between the OUC electric meter and the customer meter socket**

B. Application Fees

The customer shall pay the following applicable application fee for this customer owned renewable generation system interconnection:

a. Tier 1	no charge
b. Tier 2	$340.00
c. Tier 3	$1,300.00

C. 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 1547-2018 interconnection standard.
   b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2018), upon loss of sensed voltage, is required. This is verified with on-site testing.

Continued On Sheet No. 6.502

Continued From Sheet No. 6.501

c. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.

d. PV modules must be in compliance with IEEE Standard 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules (or, equivalently, IEC 61215).

2. System Installation.

Customer certifies that the RGS installed shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems

b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources

d. 2005 National Electric Code, all relevant articles (or subsequent revisions) and local building codes

3. GPR

a. The GPR shall not exceed 90% of the **rating of** service **currently provided to the customer (based on service size, transformer rating, etc.) and has a GPR within the applicable GPR Tier.** 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.

Continued on Sheet No. 6.503

Continued From Sheet No. 6.502

6. Extreme Conditions. OUC reserves the right to refuse to accept electric power from the **RGS** under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the **RGS**, 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,
   d. Failure of the RGS **to** comply with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over the generating equipment or operation,
   e. **Failure of customers with Tier 2 or 3 RGS to maintain the required insurance coverage.**
7. External Disconnect Switch.
   a. For Tier 1 RGS OUC recommends, but does not require, **the Customer to install** an isolation device (manual disconnect switch). **If one is installed, the Customer shall ensure that such disconnect switch shall remain readily accessible to OUC and be capable of being locked in the open position with a single OUC utility lock.** 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, **the Customer must install** 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 **and be capable of being locked in the open position with a single OUC utility lock.** 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.
   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**ly and on an annual basis** proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance as a covered addition to the Customer's insured property.

Continued on Sheet No. 6.504

Continued From Sheet No. 6.503

10. RGS Equipment Protection. It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of OUC in delivering and restoring system power. The customer is also responsible for ensuring that its RGS equipment is inspected, maintained and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
11. Isolation Transformer. RGS greater than 20 kW must be interconnected to OUC's system through an isolation transformer (other than RGS owner, no other OUC customer is to be served from this transformer).
12. Transfer Trip and Reclose Blocking. For Tier 2 and Tier 3 RGS where the aggregate generation capacity exceeds 15% of the peak load on any automatic reclosing device, OUC requires transfer trip and reclose-blocking on automatic reclosing devices.
13. System Study. Tier 3 RGS's may require a system study. Additional protective devices may be required, as specified in the OUC "Guide for Producer-Owned Generating Interconnections".
14. **Customer Owned Meter Equipment**
    a. **Only OUC approved meter collars are eligible for installation**
    b. **The meter collar shall be customer owned, installed and maintained. Upon approval, installation of the meter collar shall occur through the OUC Change of Service Process.**
    c. **At the time of application, the customer must disclose the manufacturer, make and model number of the meter collar.**
    d. **Meter collars must not create a safety issue or interfere with OUC equipment or services. Meter collars must be approved prior to installation and meet the latest revisions of the UL 414 safety standard. The meter socket must carry the UL label.**
    e. **Installation of any non-approved meter collar shall be grounds for OUC to discontinue service until such meter collar is replaced with a meter collar that has been approved or removed. Except in hazardous or emergency circumstances, OUC will allow customer up to 30 days to replace a non-approved meter collar.**
    f. **OUC shall have no liability for damage to the meter collar or damage resulting from the installation or use of a meter collar.**
    g. **The addition of a meter collar after interconnection approval is not permitted. Intent to install a meter collar after interconnection approval will require an additional application for interconnection specifically denoting the desire to modify the system to install an approved meter collar.**
15. **Meter Collar Review by OUC**
    a. **A manufacturer requesting a meter collar product to be reviewed shall provide a request in writing to green@ouc.com**
    b. **The manufacturer will ship at no cost to OUC, two production samples of the product. Shipping details will be provided to the manufacturer once a request is received.**
    c. **Manufacturer to provide product literature to include specifications, product make and model, part numbers and installation manual to be reviewed.**
    d. **Manufacturer to provide any test results for the product.**
    e. **Once all required documentation and product samples are received, OUC will notify the manufacturer within 60 days of the results of the meter collar review and subsequent authorization or non-authorization to use within OUC service territory.**

Orlando Utilities Commission

Second Revised Sheet No. 6.600
Canceling **First** Revised Sheet No. 6.600

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 Cstomer's location/ expansion decision.

Signed: _____
Customer

Accepted by: _____
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);

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

Continued from Sheet No. 6.601

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

Continued from Sheet No. 6.602

With a copy to: Orlando Utilities Commission
_____
_____
_____
Facsimile: _____
Attention: _____

If to the Customer: _____
_____
_____
_____
Facsimile: _____
Attention: _____

With a copy to: _____
_____
_____
Facsimile: _____
Attention: _____

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.

Continued on Sheet No. 6.604

Continued from Sheet No. 6.603

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:	WITNESSES:
_____	_____
By: _____ [Type Name]	By: _____ [Type Name]
_____	_____
_____ [Type Name]	_____ [Type Name]
[CORPORATE SEAL]	[CORPORATE SEAL]

Continued on Sheet No. 6.605

Continued from Sheet No. 6.604

Contract Service Agreement

Exhibit A

Customer Name and Service Locations(s):

_____

_____

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

_____ (Copies attached).

Continued on Sheet No. 6.606

Continued from Sheet No. 6.605

Contract Service Agreement

Exhibit B

ATTACH APPLICABLE TARIFF RATE SHEET

Continued on Sheet No. 6.606

Continued from 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.

Orlando Utilities Commission

First Revised Sheet No. 6.700
Cancelling Original Sheet No. 6.700

SERVICE AGREEMENT FOR LIGHTING SERVICE

(Closed to New Customers as of June 1, 2022)

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

Continued From Sheet No. 6.700

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

2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.

2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.

2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

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

Continued on Sheet No. 6.702

Continued From Sheet No. 6.701

4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.

4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.

Continued on Sheet No. 6.703

Continued From Sheet No. 6.702

4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.

4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

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

Continued on Sheet No. 6.704

Continued From Sheet No. 6.703

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

5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 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.

Continued on Sheet No. 6.705

Continued From Sheet No. 6.704

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

5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

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

6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

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

Continued on Sheet No. 6.706

Continued From Sheet No. 6.705

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

If to Customer:

_____
_____
_____

Attention: _____

6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.

6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.

6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:

1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

Continued on Sheet No. 6.707

Continued From Sheet No. 6.706

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

Continued on Sheet No. 6.708

Continued From Sheet No. 6.707

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

SAMPLE, INC.
Federal ID #_____
By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

SAMPLE, INC.
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, 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. 6.709

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

Continued From Sheet No. 6.709

EXHIBIT 1

LIGHTING SERVICE FEES

Rate Per Month:

Monthly Lighting Service Charge

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

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

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

CUSTOMER Installed Lighting Equipment:

(Delete whichever does not apply below and remove parenthesis)

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

PHASED INSTALLATION PLAN

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

(The Lighting Equipment shall be installed in phases)

Phase I – INSTALLATION DATE 00/00/2000

Continued on Sheet No. 6.711

Continued From Sheet No. 6.710

EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222
Light out Web Address – 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 LIGHTING SERVICE

(Closed to New Customers as of October 1, 2024)

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 whose address is _____, 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.

Continued on Sheet 6.721

Continued From Sheet No. 6.720

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

Continued on Sheet 6.722

Continued From Sheet No. 6.721

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.

Continued on Sheet 6.723

Continued From Sheet No. 6.722

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

Continued on Sheet 6.724

Continued From Sheet No. 6.723

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 20 years. 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 of two hundred and 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.

Continued on Sheet 6.725

Continued From Sheet No. 6.724

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

Continued on Sheet 6.726

Continued From Sheet No. 6.725

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: Office of The General Counsel

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.

Continued on Sheet 6.727

Continued From Sheet No. 6.726

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 injury or

Continued on Sheet 6.728

Continued From Sheet No. 6.727

death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet 6.729

Continued From Sheet No. 6.728

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

Federal ID#:_____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by _____as _____ of. She/He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida
Print Name: _____

Continued on Sheet 6.730

Continued From Sheet No. 6.729

ORLANDO UTILITIES COMMISSION

By:_____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida
Print Name: _____

Continued on Sheet 6.731

Continued From Sheet No. 6.730

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment	$ _____
Maintenance	$ _____
Fuel and Energy	$ _____
Total ***	$ _____

Upfront Payment $ _____

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

*** From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

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.

Continued on Sheet 6.732

Continued From Sheet No. 6.731

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

_____

_____

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

CUSTOMER Installed Lighting Equipment:

_____

_____

PHASED INSTALLATION PLAN

[ALL AT ONCE] [ ]

Continued on Sheet 6.733

Continued From Sheet No. 6.732

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222
Light out Web Address – http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

LEGAL DESCRIPTION OF THE PROPERTY

_____

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____
Premise Address: _____
City, State, Zip: _____
Premise Number: _____

BILLING INFORMATION

Billing Contact 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: _____
Comments: _____
_____
_____

Continued on Sheet 6.734

Continued From Sheet No. 6.733

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. #_____OUC Account #_____

Project Name: _____

Customer/Account Name_____

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SERVICE AGREEMENT FOR LIGHTING SERVICE

(Closed to New Customers as of October 1, 2025)

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

_____
whose address is _____ , for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.

2. "Banner Arms" has the meaning as set forth in Section 6.

3. "Billing Cycle" shall mean the time between the last statement closing date and the next.

4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.

5. "Design Modifications" has the meaning as set forth in Exhibit 1.

6. "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.

7. "Initial Term" has the meaning as set forth in Section 5.

8. "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.

9. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.

10. "Lighting Equipment Charge" has the meaning set forth in Exhibit 1.

11. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.

12. "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.

Continued on Sheet 6.741

Continued From Sheet No. 6.740

13. “Property” has the meaning as set forth in Section 1.

14. “Subsequent Term” has the meaning as set forth in Section 5.

15. “Underground Facilities” has the meaning as set forth in Section 4.

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.

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 obstruct light output from the Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

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.

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 the purpose 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 6.742

Continued From Sheet No. 6.741

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 lamps) 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.

Continued on Sheet 6.743

Continued From Sheet No. 6.742

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. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.

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 successor 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 or the Customer. 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).

Continued on Sheet 6.744

Continued From Sheet No. 6.743

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 "Initial Term") shall be for 20 years and thereafter shall automatically renew for additional terms of ten (10) years hence ("Subsequent Term"). The Initial Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all installed and energized Lighting Equipment or the Lighting Equipment Charge 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 of two hundred and 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.

Continued on Sheet 6.745

Continued From Sheet No. 6.744

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 Lighting Equipment Charge 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 Lighting Equipment Charge portion of the Monthly Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying the monthly bill for the Lighting Equipment Charge 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 the Monthly Lighting Service Charge, excluding electric energy, as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual adjustment does not exceed three percent (3%).

5.5 OUC or the Customer may opt to terminate the Agreement at the end of the Initial or Subsequent Terms by providing to the Customer or OUC at least sixty (60) days advance written notice. In the event that this agreement is terminated before the end of the Initial or Subsequent Terms, Customer shall be liable to OUC for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Initial or Subsequent Terms 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 Initial or Subsequent 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 and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

Continued on Sheet 6.746

Continued From Sheet No. 6.745

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: Office of The General Counsel

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.

Continued on Sheet 6.747

Continued From Sheet No. 6.746

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.

6.8 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

Continued on Sheet 6.748

Continued From Sheet No. 6.747

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 injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet 6.749

Continued From Sheet No. 6.748

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

Federal ID#:_____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by _____as _____ of. She/He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida

Print Name: _____

Continued on Sheet 6.750

Continued From Sheet No. 6.749

ORLANDO UTILITIES COMMISSION

By:_____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida
Print Name: _____

Continued on Sheet 6.751

Continued From Sheet No. 6.750

EXHIBIT 1

A. LIGHTING SERVICE FEES:

Monthly Lighting Service Charge:

Lighting Equipment Charge	$ _____
Maintenance Charge	$ _____
Electric energy	$ _____
Total*	$ _____
Upfront Charge	$ _____

* From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original Monthly Lighting Service Charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original lighting equipment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

B. ANNUAL LIGHTING SERVICE FEE ADJUSTMENT

The lighting service fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric energy costs, subject to review and approval by the OUC Board and the Florida Public Service Commission. The monthly Lighting Equipment Charge and Maintenance Charge shall not change by more than three percent (3%) annually. Taxes may be adjusted periodically.

Continued on Sheet 6.752

Continued From Sheet No. 6.751

EXHIBIT 1 (continued)

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

_____

_____

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

**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 above 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 above.

Customer Installed Lighting Equipment:

_____

_____

D. PHASED INSTALLATION PLAN

[ALL AT ONCE] [ ]

E. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

Continued on Sheet 6.753

Continued From Sheet No. 6.752

EXHIBIT 1 (continued)

F. LEGAL DESCRIPTION OF THE PROPERTY

_____

G. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

Premise Number: _____

H. BILLING INFORMATION

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

I. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____
Work Request No: _____
Comments: _____
_____
_____

Continued on Sheet 6.754

Continued From Sheet No. 6.753

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. #_____OUC Account #_____

Project Name: _____

Customer/Account Name_____

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SERVICE AGREEMENT FOR 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

_____

whose address is _____ , for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.

2. "Banner Arms" has the meaning as set forth in Section 6.

3. "Billing Cycle" shall mean the time between the last statement closing date and the next.

4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.

5. "Design Modifications" has the meaning as set forth in Exhibit 1.

6. "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.

7. "Initial Term" has the meaning as set forth in Section 5.

8. "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.

9. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.

10. "Lighting Equipment Charge" has the meaning set forth in Exhibit 1.

11. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.

12. "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.

Continued on Sheet 6.756

Continued From Sheet No. 6.755

13. “Property” has the meaning as set forth in Section 1.

14. “Subsequent Term” has the meaning as set forth in Section 5.

15. “Underground Facilities” has the meaning as set forth in Section 4.

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.

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 obstruct light output from the Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

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.

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 the purpose 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 6.757

Continued From Sheet No. 6.756

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 lamps) 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.

Continued on Sheet 6.758

Continued From Sheet No. 6.757

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. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.

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 successor 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 or the Customer. 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).

Continued on Sheet 6.759

Continued From Sheet No. 6.758

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 "Initial Term") shall be for 20 years and thereafter shall automatically renew for additional terms of ten (10) years hence ("Subsequent Term"). The Initial Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all installed and energized Lighting Equipment or the Lighting Equipment Charge 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 of two hundred and 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.

Continued on Sheet 6.760

Continued From Sheet No. 6.759

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 Lighting Equipment Charge 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 Lighting Equipment Charge portion of the Monthly Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying the monthly bill for the Lighting Equipment Charge 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 the Monthly Lighting Service Charge, excluding electric energy, as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual adjustment does not exceed three percent (3%).

5.5 OUC or the Customer may opt to terminate the Agreement at the end of the Initial or Subsequent Terms by providing to the Customer or OUC at least sixty (60) days advance written notice. In the event that this agreement is terminated before the end of the Initial or Subsequent Terms, Customer shall be liable to OUC for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Initial or Subsequent Terms 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. At the end of the Initial Term of this agreement, Customer shall be liable to OUC for 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 Initial or Subsequent 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 and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

Continued on Sheet 6.761

Continued From Sheet No. 6.760

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: Office of The General Counsel

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.

Continued on Sheet 6.762

Continued From Sheet No. 6.761

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.

6.8 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

Continued on Sheet 6.763

Continued From Sheet No. 6.762

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 injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet 6.764

Continued From Sheet No. 6.763

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

Federal ID#:_____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by _____as _____ of. She/He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida

Print Name: _____

Continued on Sheet 6.765

Continued From Sheet No. 6.764

ORLANDO UTILITIES COMMISSION

By:_____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary Public, State of Florida
Print Name: _____

Continued on Sheet 6.766

Continued From Sheet No. 6.765

EXHIBIT 1

A. LIGHTING SERVICE FEES:

Monthly Lighting Service Charge:

Lighting Equipment Charge	$ _____
Maintenance Charge	$ _____
Electric energy	$ _____
Total*	$ _____
Upfront Charge	$ _____

* From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original Monthly Lighting Service Charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original lighting equipment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

B. ANNUAL LIGHTING SERVICE FEE ADJUSTMENT

The lighting service fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric energy costs, subject to review and approval by the OUC Board and the Florida Public Service Commission. The monthly Lighting Equipment Charge and Maintenance Charge shall not change by more than three percent (3%) annually. Taxes may be adjusted periodically.

Continued on Sheet 6.767

Continued From Sheet No. 6.766

EXHIBIT 1 (continued)

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

_____

_____

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

**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 above 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 above.

Customer Installed Lighting Equipment:

_____

_____

D. PHASED INSTALLATION PLAN

[ALL AT ONCE] [ ]

E. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

Continued on Sheet 6.768

Continued From Sheet No. 6.767

EXHIBIT 1 (continued)

F. LEGAL DESCRIPTION OF THE PROPERTY

_____

G. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

Premise Number: _____

H. BILLING INFORMATION

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

I. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____
Work Request No: _____
Comments: _____
_____
_____

Continued on Sheet 6.769

Continued From Sheet No. 6.768

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. #_____OUC Account #_____

Project Name: _____

Customer/Account Name_____

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy_____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Service Agreement for Ongoing 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

_____

whose address is _____, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. “Banners” has the meaning as set forth in Section 6.
2. “Banner Arms” has the meaning as set forth in Section 6.
3. “Billing Cycle” shall mean the time between the last statement closing date and the next.
4. “Customer” shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. “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.
6. “Term” has the meaning as set forth in Section 5.
7. “Lighting Equipment” means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
8. “Lighting Service” shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.
9. “Lighting Service Charge” has the meaning set forth in Exhibit 1.
10. “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.
11. “Property” has the meaning as set forth in Section 1.
12. “Underground Facilities” has the meaning as set forth in Section 4.

Continued on Sheet 6.771

Continued from Sheet 6.770

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

1.1. Operate and maintain all such Lighting Equipment listed in Exhibit 1, under heading entitled “OUC Lighting Equipment” on the Customer’s property more specifically described in Exhibit 1 (the “Property”), 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.

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 obstruct light output from the 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 whether installed by OUC or specified hereunder via the outage reporting options provided in Exhibit 1.

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 the purpose 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 6.772

Continued from Sheet 6.771

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 lamps) 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. OUC provides Lighting Services of said lighting equipment, 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 servicing of Lighting Equipment shall be made 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. 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.

Continued on Sheet 6.773

Continued from Sheet 6.772

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. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.

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 for OUC owned Lighting Equipment; 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 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 successor in writing and agreed to by OUC. Notice of assignment should be provided within (45) days thereof to OUC Development Services (developmentservices@ouc.com). Assignor should copy Assignee in all communications to allow OUC to acknowledge transfer and gather any necessary information from assignee to setup new billing.

Continued on Sheet 6.774

Continued from Sheet 6.773

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 or the Customer. 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, if applicable. 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,

Continued on Sheet 6.775

Continued from Sheet 6.774

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, AMENDMENT, TERMINATION AND BILLING

5.1 The term of this Agreement (the "Term") shall be for 10 years. The Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all energized Lighting Equipment as described in Exhibit 1 and shall continue for the term of this agreement unless terminated as set forth in subsection 5.4 or otherwise modified pursuant to the provisions herein.

5.2 The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.

5.3 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 the Monthly Lighting Service Charge, excluding electric energy, will be as set forth in Exhibit 1.

5.4 In the event that this agreement is terminated before the end of the Term, Customer shall be liable to OUC for 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 and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

5.5 Billing shall commence upon the effective date of this agreement as set forth in section 5.2 above.

Continued on Sheet 6.776

Continued from Sheet 6.775

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: Office of The General Counsel

If to Customer:

_____

_____

_____

Attention: _____

Continued on Sheet 6.777

Continued from Sheet 6.776

6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.

6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.

6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:

1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

Continued on Sheet 6.778

Continued from Sheet 6.777

6.8. 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 injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet 6.779

Continued from Sheet 6.778

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

Federal ID#: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Continued on Sheet 6.780

Continued from Sheet 6.779

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by _____as _____ of. She/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: Clint Bullock

Title: General Manager/CEO

Date: _____

ATTEST: By: _____

Name: Paula A. Velasquez

Title: Assistant Secretary

Continued on Sheet 6.781

Continued from Sheet 6.780

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____

Notary Public, State of Florida

Print Name: _____

Continued on Sheet 6.782

Continued from Sheet 6.781

EXHIBIT 1

A. LIGHTING SERVICE CHARGE:

Monthly Lighting Service Charge*: $ _____

* The monthly Lighting Service Charge includes $_____ in electric energy costs.

B. LIGHTING SERVICE CHARGE ADJUSTMENT

The monthly Lighting Service Charge established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric energy costs, subject to review and approval by the OUC Board and the Florida Public Service Commission. In addition, the monthly Lighting Service Charge, excluding electric energy costs, shall be subject to an annual increase of up to three percent (3%). If the annual rate of change in the Consumer Price Index for All Cities, Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, U.S. Dept. of Labor (or comparable successor index) ("CPI") exceeds three percent (3%), then OUC reserves the right to adjust the Lighting Service Charge, excluding electric energy costs, by the annual percentage change in CPI until such time as the annual rate of change in CPI falls below three percent (3%) . Taxes may be adjusted periodically.

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

_____

_____

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

Continued on Sheet 6.783

Continued from Sheet 6.782

**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 above 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 above.

Customer Installed Lighting Equipment:

_____

_____

D. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

E. LEGAL DESCRIPTION OF THE PROPERTY

_____

F. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:

_____

Premise Address:

_____

City, State, Zip:

_____

Premise Number:

_____

Continued on Sheet 6.784

Continued from Sheet 6.783

G. BILLING INFORMATION

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

H. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____

Work Request No: _____

Comments: _____

_____

_____

SERVICE AGREEMENT FOR SPORT LIGHTING SERVICE

(Closed to new customers as of April 1, 2021)

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

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.

2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.

3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.

4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.

5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.

6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

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

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

Continued on Sheet No. 6.801

Continued From Sheet No. 6.800

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

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

Continued on Sheet No. 6.802

Continued From Sheet No. 6.801

4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.

4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/ lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

Continued on Sheet No. 6.803

Continued From Sheet No. 6.802

4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.

4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.

4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

Continued on Sheet No. 6.804

Continued From Sheet No. 6.803

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.

Continued on Sheet No. 6.805

Continued From Sheet No. 6.804

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.

Continued on Sheet No. 6.806

Continued From Sheet No. 6.805

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.

Continued on Sheet No. 6.807

Continued From Sheet No. 6.806

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.

Continued on Sheet No. 6.808

Continued From Sheet No. 6.807

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

Continued From Sheet No. 6.808

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. 6.809

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge

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

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

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

CUSTOMER Installed Lighting Equipment:

(Delete whichever does not apply below and remove parenthesis)

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

PHASED INSTALLATION PLAN

(All at once – INSTALLATION DATE 00/00/2000)
(The Lighting Equipment shall be installed in phases)
Phase I – INSTALLATION DATE 00/00/2000

Continued on Sheet No. 6.811

Continued From Sheet No. 6.810

EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222
Light out Web Address – 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 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 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.

Continued on Sheet No. 6.821

Continued from Sheet No. 6.820

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 the up-front amount described in Exhibit 1 for Lighting Equipment upon completion of the installation and acceptance of the Lighting Equipment described in Exhibit 1 and thereafter shall pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement. The Monthly Lighting Service Charge shall begin after the Lighting Equipment is deemed operational by OUC. The initial month's service charge shall be prorated based on the date the Lighting Equipment is deemed operational by OUC.

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.

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 pursuant to the mutually agreed upon installation schedule as set forth in Exhibit 1. 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.

Continued on Sheet No. 6.822

Continued from Sheet No. 6.821

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.

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, provided, however, that the luminaire/lamp will not change the outward appearance of the fixture. If the luminaire/lamp will change the outward appearance of the fixture, it can only be installed with Customer's permission, except for temporary replacement in case of emergency.

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, after receipt of written notice from the OUC to the Customer of said failure to pay or perform and a thirty (30) day period to cure said failure to pay or perform by the Customer, 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 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

Continued on Sheet No. 6.823

Continued from Sheet No. 6.822

4.11 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 commissioners, 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, 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 the Monthly Lighting Service Charge as set forth in section 5.2 herein below and shall terminate at the end of Two Hundred Forty (240) Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein.

5.2 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 Monthly Lighting Service Charge. 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 Monthly Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying 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.

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

5.4 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 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.

Continued on Sheet No. 6.824

Continued from Sheet No. 6.823

5.5 Billing shall commence upon the energization of the first lights or as set forth in section 5.2 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: Office of the General Counsel

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.

Continued on Sheet No. 6.825

Continued from Sheet No. 6.824

6.7 OUC may allow, upon request by Customer, the installation of cameras, audio speakers and metered source receptacles (Furnishings) on its poles under the following circumstances:

1. OUC will not be responsible for the installation, maintenance, or removal of any Furnishings nor will OUC provide electricity to power such Furnishings unless metered.

2. Furnishings 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 Furnishings' 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.

5. Customer shall be entitled to install, own, maintain and remove Furnishings at its expense, without further review or approval of OUC.

Continued on Sheet No. 6.826

Continued from Sheet No. 6.825

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. 6.827

Continued from Sheet No. 6.826

ORLANDO UTILITIES COMMISSION
By: _____

Name: Clint P. Bullock
Title: General Manager/CEO

Date: _____

ATTEST:

By: _____
Name: Elizabeth M. Shawhan
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by CLINT P. BULLOCK, 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. 6.828

Continued From Sheet No. 6.827

EXHIBIT 1

MONTHLY LIGHTING SERVICE FEES:

RATE PER MONTH

Upfront Payment	$0.00
Monthly Lighting Service Charge*	$0.00

* The Monthly Lighting Service Charge includes OUC's initial investment for materials and labor (less any "up-front" capital paid in advance to OUC by the Customer). The Monthly Lighting Service Charge also includes maintenance services as described in this Agreement. The Monthly Lighting Service Charge is to be paid monthly by the customer to OUC over the initial Term of this Agreement (20 years). Maintenance services are to be performed by OUC or its contractor for the initial term of this agreement (20 years) and maintenance services will continue at no charge for the first 5 years of the first 10 year renewal term. Thereafter, maintenance will be charged to the Customer based on time and materials with prior written approval from the Customer. Electricity used to power the Lighting Service will be metered and billed to the Customer using the applicable General Service Rate Schedule.

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 with agreement by Customer, 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.)

OUTAGE REPORTING

Light out Telephone Number – _____

Light out Web Address – _____

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

Continued from Sheet No. 6.829

Continued from Sheet No. 6.828

Exhibit 1, Continued

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

Premise Number: _____

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: _____

Comments: _____

_____

_____

_____

_____

Section 7: Contracts and Agreements

INDEX OF CONTRACTS AND AGREEMENTS

Designation Document	Description	Sheet No.
	Title Page	
CG-1	Standard Rate for Purchase of As-Available Energy from Qualifying Facility	7.001-7.007
CG-2	Standard Rate for Purchase of Firm Capacity and Energy from Qualifying Facility	7.020-7.030
	Appendix A- Methodology for Calculating Firm Capacity Rates	7.040-7.045
CG-3	Transmission Service for a Qualifying Facility	7.060-7.065
SOC-1	Standard Offer Contract for the Purchase of As-Available Energy from a Qualifying Facility	7.080-7.086
SOC-2	Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility	7.100-7.113
POA	Parallel Operation Agreement with Qualifying Facility	7.130-7.136
	Exhibit A- Qualifying Facility Interconnection Cost Estimates	7.140
	Exhibit B - Diagram and Description of Interconnection Facility	7.150
SOC-3	Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility	7.160-7.168
REF-1	Standard Rate for the Purchase of Firm and Energy Capacity from a Renewable Energy Facility	
	Rate Schedule REF-1	7.169-7.175

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 OFSERVICE:

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.

Continued on Sheet No. 7.002

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. CapacityRates

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. EnergyRates

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. NegotiatedRates

Upon agreement by both OUC and the QF, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

Continued on Sheet No. 7.003

CG-1

Continued from Sheet No. 7.002

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:

Qualifying Facility Delivery Voltage	Adjustment Factor
Transmission Voltage Delivery (115 kV and 230 kV)	1.0163
Primary Voltage Delivery (34,500 or 12,500 volts)	1.0204
Secondary Voltage Delivery (Less than 12,500 volts)	1.0493

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.

Continued on Sheet No. 7.004

CG-1

Continued from Sheet No. 7.003

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 6:00p.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.

Continued on Sheet No. 7.005

CG-1 Continued from Sheet No. 7.004

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.

Continued on Sheet No. 7.006

CG-1 Continued from Sheet No. 7.005

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 regulationsof OUC.

Continued on Sheet No. 7.007

CG-1

Continued from Sheet No. 7.006

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.

Orlando Utilities Commission

First Revised Sheet No. 7.020
Canceling **Original** Sheet No. 7.020

CG-2

STANDARD RATE FOR PURCHSE 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 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

Orlando Utilities Commission

First Revised Sheet No. 7.021
Canceling **Original** 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

Orlando Utilities Commission

First Revised Sheet No. 7.022
Canceling **Original** Sheet No. 7.022

CG-2

Continued for Sheet No. 7.021

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.

Continued on Sheet No. 7.023

Orlando Utilities Commission

First Revised Sheet No. 7.023
Canceling **Original** Sheet No. 7.023

CG-2

Continued for Sheet No. 7.022

B. EnergyRates

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.

Continued on Sheet No. 7.024

Orlando Utilities Commission

First Revised Sheet No. 7.024
Canceling **Original** Sheet No. 7.024

CG-2

Continued for Sheet No. 7.023

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.

Continued on Sheet No. 7.025

CG-2

Continued for Sheet No. 7.024

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.

Continued on Sheet No. 7.026

CG-2

Continued for Sheet No. 7.025

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.

Continued on Sheet No. 7.027

CG-2

Continued for Sheet No. 7.026

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:

Qualifying Facility Delivery Voltage	Adjustment Factor
Transmission Voltage Delivery (115 kV and 230 kV)	1.0163
Primary Voltage Delivery (34,500 volts or 12,500 volts)	1.0204
Secondary Voltage Delivery (less than 12,470 volts)	1.0493

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.

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Continued from Sheet No. 7.027

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.

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Continued from Sheet No. 7.028

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.

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Continued from Sheet No. 7.029

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 it 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 and 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.

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Appendix A

METHODOLGY 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:

$$VAC = CKI_n \qquad \frac{1-\frac{(1+ip)}{(1+r)}}{1-\frac{(1+ip)^L}{(1+r)^L}} \qquad (1+ip)^n$$

$$VAOM = \frac{CO_n}{12} \qquad \frac{(1+i_o)}{(1+r)} \qquad (1+i_o)^n$$

$$PWVAC = \frac{VAC}{(1+r)^n}$$

$$P_L = \frac{F}{12} \qquad \frac{r}{1-(1+r)^{-L}}$$

Continued on Sheet No. 7.041

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Continued from Sheet No. 7.040

Appendix A

Where, for a one year deferral:

VAC =	OUC's annual value of avoided capacity cost, on a non-levelized basis, in dollars per kilowatt per year.
VAOM =	OUC's monthly value of avoided fixed operating and maintenance expense, in dollars per kilowatt per month.
PWVAC =	Present value of the annual avoided capacity cost payments, beginning on January 1, 1997.
F =	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.
P_L =	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.
C =	a constant risk multiplier equal to 0.8 for the purpose of OUC's standard offer agreement;
K =	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;
I_n =	total direct and indirect installed cost, in dollars per kilowatt of OUC's Avoided Resource with an in-service date of year n;
O_n =	total first year's fixed operating and maintenance expense, in dollars per kilowatt per year, of OUC's Avoided Resource.
i_o =	annual escalation rate associated with the operation and maintenance expense of OUC's Avoided Resource.
i_p =	annual escalation rate associated with the capital cost of OUC's Avoided Resource;
r =	annual discount rate, defined as OUC's incremental cost of capital;
L =	expected life of OUC's Avoided Resource; and
n =	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:

Continued on Sheet No. 7.042

Continued from Sheet No. 7.041

Appendix A

$$PWVAC = \frac{VAC}{(1+r)^m}$$

$$P_L = \frac{F}{12} \quad \frac{r}{1-(1+r)^{-L}}$$

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).

Continued on Sheet No. 7.043

Continued from Sheet No. 7.042

Appendix A

The applicable parameters for the formulas above are as follows:

NORMAL PAYMENT OPTION PARAMETERS

For a one year deferral:

		Value
VAC =	OUC's annual value of avoided capacity cost, on a non-levelized basis, in dollars per kilowatt per year, for the year 1997;	45.740
PWVAC =	Present value of the first year's annual avoided capacity cost payment;	45.740
F =	Cumulative present value of annual avoided capacity cost payments on a non-levelized basis for 40 years, in dollars per kilowatt;	1,134.9
P_L =	OUC's monthly value of avoided capacity on a levelized basis, in dollars per kilowatt per month, beginning on January 1, 1997;	8.488
VAOM =	First year's monthly value of avoided fixed operating and maintenance expense, in dollars per kilowatt per month;	1.544
C =	a constant risk multiplier equal to 0.8 for the purpose of OUC's standard contract offer;	0.8
K =	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;	1.179
I_n =	total direct and indirect installed cost, in dollars per kilowatt of OUC's Avoided Resource with an in-service date of year n;	1,186
O_n =	total first year's fixed operating and maintenance expense, in dollars per kilowatt per year, of OUC's Avoided Resource;	23.83
i_p =	annual escalation rate associated with the capital cost of OUC's Avoided Resource;	5.67%

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Appendix A

For a one year deferral:

		Value
I_o =	annual escalation rate associated with the operation and maintenance expense of OUC's Avoided Resource;	5.61%
r =	annual discount rate, defined as OUC's incremental cost of capital;	8.65%
L =	expected life of OUC's Avoided Resource;	40 years
n =	year for which OUC's Avoided Resource is deferred starting with its original designated in-service date	January 1, 1997

EARLY PAYMENT OPTION PARAMETERS

For a one year deferral:

		Value
VAC =	OUC's annual value of avoided capacity cost, on a non-levelized basis, in dollars per kilowatt per year, for the year 1997;	45.740
PWVAC =	Present value of the first year's annual avoided capacity cost payment, at January 1, 1990;	25.591
F =	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;	634.709
P_L =	OUC's monthly value of avoided capacity, in dollars per kilowatt per month on a levelized basis, beginning on January 1, 1997;	4.747
m =	the number of years in advance of the designated in-service date of OUC's Avoided Resource that early payments will begin;	7 years

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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.

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Continued from Sheet No. 7.060

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, S201, 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.

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Continued from Sheet No. 7.061

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

Continued on Sheet No. 7.063

Continued from Sheet No. 7.062

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.

Continued on Sheet No. 7.064

Continued from Sheet No. 7.063

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.

Continued on Sheet No. 7.065

Continued from Sheet No. 7.064

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

Continued from Sheet No. 7.080

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.

Continued on Sheet No. 7.082

Continued from Sheet No. 7.081

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.

Continued on Sheet No. 7.083

Continued from Sheet No. 7.082

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.

Continued on Sheet No. 7.084

Continued from Sheet No. 7.083

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 an third parties lending money to or having other transactions with QF or any assignee of this Agreement.

Continued on Sheet No. 7.085

Continued from Sheet No. 7.084

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.

Continued on Sheet No. 7.086

Continued from Sheet No. 7.085

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 PURCHAE 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

Continued from Sheet No. 7.100

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.

Continued on Sheet No. 7.102

Continued from Sheet No. 7.101

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___.

Continued on Sheet No. 7.103

Continued from Sheet No. 7.102

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 tem 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;

Continued on Sheet No. 7.104

Continued from Sheet No. 7.103

(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).

Continued on Sheet No. 7.105

Continued from Sheet No. 7.104

Commencing on January 1, 1997, (designated in-service date of OUC's Avoided Resource) there shall be debited from the Capacity Account ach 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 on Sheet No. 7.106

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%;

Continued on Sheet No. 7.107

Continued from Sheet No. 7.106

(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;

Continued on Sheet No. 7.108

Continued from Sheet No. 7.107

(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.

Continued on Sheet No. 7.109

Continued from Sheet No. 7.108

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.

Continued on Sheet No. 7.110

Continued from Sheet No. 7.109

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.

Continued on Sheet No. 7.111

Continued from Sheet No. 7.110

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.

Continued on Sheet No. 7.112

Continued from Sheet No. 7.111

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.

Continued on Sheet No. 7.113

Continued from Sheet No. 7.112

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 _____ of receipt of written instruction to proceed.

Continued on Sheet No. 7.131

Continued from Sheet No. 7.130

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 form 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.

Continued on Sheet No. 7.132

Continued from Sheet No. 7.131

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.

Continued on Sheet No. 7.133

Continued from Sheet No. 7.132

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.

Continued on Sheet No. 7.134

Continued from Sheet No. 7.133

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

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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.

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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 A

QUALIFYING FACILITY INTERCONNECTION COST ESTIMATES

INTENTIONALLY LEFT BLANK

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

WEHREAS, 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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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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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

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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:

By: _____

Renewable Energy Facility

By: _____
Authorized Officer

Attested:

By: _____

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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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;

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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:

Renewable Energy Facility Delivery Voltage	**Adjustment Factor**
Transmission Voltage Delivery (115 kV and above)	1.0163
Primary Voltage Delivery (12,500 volts to 69,000 volts)	1.0204
Secondary Voltage Delivery (less than 12,470 volts)	1.0493

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

Continued from Sheet 7.172

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

Continued from Sheet 7.173

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

City of St. Cloud

Thirteenth Revised Sheet No. 5.000
Canceling **Twelfth** Revised Sheet No. 5.000

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MISCELLANEOUS

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City of St. Cloud

Ninth Revised Sheet No. 5.01
Canceling **Eighth** Revised Sheet No. 5.01

MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes	$170.00

If OUC is unable to set the meter during the initial site visit due to the site not being ready or for some other reason beyond OUC's control requiring OUC to make subsequent trips, then in each instance, an Electric Service Truck Trip Charge shall be applied to the customer's account.

Multiple Meter Sets:

For new multiple meters being set, **there will be a trip** charge of $170.00 **per trip plus $15.00 for** each meter being set. 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:

All Classes	$25.00

Non-Pay Disconnect / Reconnect:

Reconnects on standard business days will be suspended at 8:00 P.M. Same day service reconnect due to non-pay disconnect is not offered on holidays or weekends. Charges for same day service reconnect due to non-pay disconnect are:

All Classes at Meter	$45.00
All Classes at Transformer	$225.00

Bad Check:

All Classes	$25.00

OUC The Reliable One City of St. Cloud

Eighth Revised Sheet No. 5.02
Canceling **Seventh** Revised Sheet No. 5.02

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 material ordering and construction, by the party requesting the extension. In the event the project is cancelled prior to construction, OUC will refund the payment less any unrecoverable costs incurred by OUC.

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:

Offsite ductbank installation	Single family residential	Commercial/Multi-Family
Customer installed	No charge	$**30**/kVA
OUC installed	No charge	$**113**/kVA

In addition, the customer will pay **39**% 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.

For residential subdivisions a $**650** per lot CIAC payment will be required from the party requesting the extension in advance of material ordering and construction. Such CIAC payment will be refunded to the responsible party if at least 75 percent of the lots within the subdivision or subdivision phase are occupied (with active meters) within three (3) years of installation.

When more than 20 new electric services are requested within a 12-month period and the expected consumption for each new service is less than 100 kWh per month a $**200** CIAC payment per service for all services over 20 within a 12-month period will be required in advance of material ordering and construction by the party requesting the extension(s). This payment is in addition to any other required CIAC payment.

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.

The Reliable One

City of St. Cloud

First Revised Sheet No. 5.02.01
Canceling Original Sheet No. 5.02.01

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OUC The Reliable One City of St. Cloud

Fifth Revised Sheet No. 5.03
Canceling **Fourth** Revised Sheet No. 5.03

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.

OUC The Reliable One City of St. Cloud

Second Revised Sheet No. 5.04
Canceling **First** Revised Sheet No. 5.04

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.

OUC The Reliable One City of St. Cloud

Seventh Revised Sheet No. 5.05
Canceling **Sixth** Revised Sheet No. 5.05

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.

City of St. Cloud

Third Revised Sheet No. 5.06
Canceling **Second** Revised Sheet No. 5.06

FUEL CHARGE AND STABILZATION POLICY

Fuel charges (¢ / kWh), as shown on the current Additional Billing Charges tariff Sheet No. 7.010 will be computed based on the estimated fuel expense amounts for all retail sales for a 12-month period plus, if applicable, use of fuel stabilization. These estimated fuel expenses will be determined using the latest projection of fuel prices and the results of a generation production costing simulation. The total retail fuel expenses will then be allocated to customer classes based on forecast class sales and line losses.

Prior to October 1, during the annual Budget Workshop staff will present their recommendation for the fuel charge to be used in the subsequent fiscal year. 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 fiscal year. Commission action will take place in conjunction with the Operating Budget approval.

Monthly, the difference between billed electric fuel revenues and actual fuel expenses incurred shall be recognized as Fuel Stabilization Revenue and added to the Fuel Stabilization Account. This account mitigates the impact of short-term fuel price volatility and provides stability to OUC's fuel charges. To ensure there are sufficient cash reserves to provide for fuel charge stability a restricted cash reserves account titled Fuel Reserves Fund is maintained with a balance equal to the Fuel Stabilization Account. Monthly, interest income on the Fuel Reserves Fund is computed using the Commission's pooled investment portfolio earnings rate. Such interest income is recognized monthly as Fuel Stabilization Revenue.

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 the Commission adjust the fuel charge amount for the remainder of the twelve-month period.

City of St. Cloud

Third Revised Sheet No. 5.07
Canceling **Second** Revised Sheet No. 5.07

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.

A Surety Bond is acceptable for deposits of two-thousand five hundred dollars ($2,500) or more. Commercial customers requesting the use of a Surety Bond (surety) 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 **Director of Treasury**.

Minimum Credit Rating Matrix

S & P	Moody's	Fitch	AM Best	OUC Score
A-	A3	A-	A-	>3

The Surety Bonds 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 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 **Cancellation**

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

  Upon receipt of the cancellation notice, a letter will be sent advising the customer that a new deposit must be **received** prior to the expiration date of the canceled bond or letter.

  If a cash deposit **or** surety bond 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.

OUC The Reliable One City of St. Cloud

Eleventh Revised Sheet No. 5.08
Canceling **Tenth** Revised Sheet No. 5.08

UTILITY TAMPER FEE AND THEFT/TAMPERING or UNAUTHORIZED USE OF SERVICE INVESTIGATION CHARGE

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.

Theft/Tamper or Unauthorized Use of Service Investigation Charge:

A $115.00 hourly fee for all time beyond one (1) hour will be charged for expenses incurred in the investigation of theft of service, tampering, or the unauthorized use of service. This charge shall be in addition to the Utility Tamper Fee.

OUC The Reliable One City of St. Cloud

Fifth Revised Sheet No. 5.09
Canceling **Fourth** Revised Sheet No. 5.09

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.

The Reliable One

City of St. Cloud

Fourth Revised Sheet No. 5.11
Canceling **Third** Revised Sheet No. 5.11

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Fifth Revised Sheet No. 5.30
Canceling **Fourth** Revised Sheet No. 5.30

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/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power or water is either on or off, 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 **subsequent** trip**(s).**

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.

Cut Seal Trip Charge

There are times when through an investigative process, OUC finds that a meter box seal has been cut by someone other than OUC and without OUC's authorization but does not constitute utility theft/tampering or unauthorized use.

Examples of this include but are not limited to: Cutting the meter box seal for the purpose of removing the meter to temporarily disconnect service in order to upgrade their electric service panel or to install generation equipment at the premises.

In each of these instances, a $100.00 Cut Seal Trip Charge will be applied to the customer's account to recover the investigative and trip costs.

City of St. Cloud

First Revised Sheet No. 5.40
Cancelling Original Sheet No. 5.40

RESERVED FOR FUTURE USE

TruNet Solar FOR CUSTOMER-OWNED RENEWABLE GENERATION

For customers with renewable generation equipment that have completed the interconnection application process with Orlando Utilities Commission ("OUC") and 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 energy supplied to the customer by OUC and the energy delivered by the customer 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) Until such time as necessary modifications to the billing system are complete in order to bill in accordance with paragraphs (4) and (5):

(a) **OUC will charge the customer for energy delivered by OUC to the customer in excess of the energy supplied by the customer to OUC for the billing cycle in accordance with the otherwise applicable rate schedule.**

(b) **If the energy supplied by the customer to OUC exceeds the energy supplied by OUC to the customer during the billing cycle, then OUC will credit the customer for this excess energy in accordance with the otherwise applicable rate schedule.**

(c) **For customers whose otherwise applicable rate schedule is a time of use ("TOU") or time of day ("TOD") rate, the energy delivered to the customer by OUC and the energy supplied by the customer to OUC will be measured by the distinct TOU/TOD time periods for that rate schedule, and charges or credits to the customer will likewise be calculated in accordance with the distinct charges applicable in the respective TOU/TOD time periods.**

(4) **Beginning with energy usage on the first day of the first billing cycle after the necessary modifications to the billing system are fully operational,** OUC will charge the customer for all energy delivered by OUC to the customer in accordance with the otherwise applicable rate schedule.

(5) **Beginning with energy usage on the first day of the first billing cycle after necessary modifications to the billing system are fully operational,** OUC will credit the customer for energy supplied by the customer to OUC during the billing cycle. The credit rate shall be determined as follows:

(a) For customers that have submitted a complete interconnection application to OUC for their applicable premises prior to July 1, 2025:

(i) The credit rate per kWh until June 30, 2045, shall equal the **sum of the** Non-Fuel Base **Charge** and **the** Fuel Charge **set forth on the rate schedule applicable to the customer's retail service provided by OUC.**

a. For residential customers the Non-Fuel Base Charge shall not include the conservation adder for all additional kWh over 1,000. This **limitation** is not applicable to Commercial and Industrial customers.

b. For customers whose otherwise applicable rate schedule is a time of use ("TOU") or time of day ("TOD") rate, the energy supplied by the customer to the OUC grid will be measured by the distinct TOU/TOD time periods **and credits will be calculated using the TOU/TOD charges applicable under the** rate schedule **that is otherwise applicable to the customer's retail service provided by OUC**..

(ii) After June 30, 2045, the credit rate per kWh shall equal the levelized Fuel Charge under the otherwise applicable rate schedule.

(b) For all other customers, until June 30, 2030, the credit rate per kWh shall equal the Community Solar Energy Rate as shown on Sheet No. 5.925. Beginning on July 1, 2030, the credit rate per kWh shall equal the levelized Fuel Charge under the otherwise applicable 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.

OUC The Reliable One® City of St. Cloud

Section 7: Rate Schedules

OUC The Reliable One® City of St. Cloud

Twenty-Second Revised Sheet No. 7.000
Canceling **Twenty-First** Revised Sheet No. 7.000

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City of St. Cloud

Eighth Revised Sheet No. 7.01
Canceling **Seventh** Revised Sheet No. 7.01

CANCELLED

City of St. Cloud

Tenth Revised Sheet No. 7.02
Canceling **Ninth** Revised Sheet No. 7.02

CANCELLED

City of St. Cloud

Ninth Revised Sheet No. 7.03
Canceling **Eighth** Revised Sheet No. 7.03

CANCELLED

The Reliable One

City of St. Cloud

Fifth Revised Sheet No. 7.04
Canceling **Fourth** Revised Sheet No. 7.04

CANCELLED

ISSUED BY: J. Paul Wetzel, City Manager

Effective: **May 1, 1997**

City of St. Cloud

Third Revised Sheet No. 7.04.01
Canceling **Second** Revised Sheet No. 7.04.01

CANCELLED

ISSUED BY: J. Paul Wetzel, City Manager

Effective: **May 1, 1997**

City of St. Cloud

Third Revised Sheet No. 7.04.02
Canceling **Second** Revised Sheet No. 7.04.02

CANCELLED

OUC The Reliable One City of St. Cloud

First Revised Sheet No. 7.05
Canceling **Original** Sheet No. 7.05

CANCELLED

OUC The Reliable One City of St. Cloud

First Revised Sheet No. 7.06
Canceling **Original** Sheet No. 7.06

CANCELLED

City of St. Cloud

Sixth Revised Sheet No. 7.07
Canceling **Fifth** Revised Sheet No. 7.07

CANCELLED

The Reliable One City of St. Cloud

First Revised Sheet No. 7.08
Canceling **Original** Sheet No. 7.08

CANCELLED

OUC The Reliable One City of St. Cloud

First Revised Sheet No. 7.09
Canceling **Original** Sheet No. 7.09

CANCELLED

City of St. Cloud

Twenty-Fourth Revised Sheet No. 7.010
Canceling **Twenty-Third** Revised Sheet No. 7.010

BA

ADDITIONAL BILLING CHARGES
RATE SCHEDULE - BA

Applicability:

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

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.

Rate Schedule (¢ per kWh)	Standard Levelized Rate	Time Differentiated Rates		
		On-Peak	Shoulder	Off-Peak
RS and GS	**4.958**	N/A	N/A	N/A
GSD-SEC	**4.958**	**6.088**	**5.404**	**4.497**
GSD-T-SEC and SS-SEC	N/A	**5.865**	N/A	**4.581**
GSD-PRI	**4.908**	**6.029**	**5.350**	**4.452**
SS-PRI	N/A	**5.805**	N/A	**4.536**
SL	**4.596**	N/A	N/A	N/A
	All kWh	On-Peak Premium		
RS-T and GS-T	**4.576**	**1.319**		

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.

Sales Tax:

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers (unless a qualified sales tax exemption status is on record with OUC). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by OUC shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner. An additional tax factor is applied to the charge for electric service consistent with the applicability of State Sales Tax as described in this paragraph, in accordance with Section 203.01(1)(a)3 and (b)4 of the Florida Statutes.

OUC The Reliable One City of St. Cloud

Nineteenth Revised Sheet No. 7.100
Canceling **Eighteenth** Revised Sheet No. 7.100

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:	$19.24	
DemandLevel Charge	**Tier 1**	**$5.20**
	Tier 2	**$10.40**
	Tier 3	**$15.60**
Non-Fuel Base Charge at:	First 1,000 kWh	**6.172¢** per kWh
	All Additional kWh	**8.772¢** per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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 **and DemandLevel charge under this rate schedule** assuming 30.4 days per **billing period**. 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, for variations due to rounding of daily charges**, and variations in applicable DemandLevel tier**.

Special Provisions:

1. Customers registered for programs such as one or more of the following 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 CSFR1, CSFR2 and CSFR3
   g. Project Care Roundup
   h. Consolidated account billing
   i. Chilled water
   j. City of Orlando's 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

Continued from Sheet No. 7.110

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 on-line 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.

OUC The Reliable One City of St. Cloud

Fifth Revised Sheet No. 7.120
Canceling **Fourth** Revised Sheet No. 7.120

RS-T

RESIDENTIAL TIME OF USE PILOT
RATE SCHEDULE RS-T

(Closed to New Customers as of June 1, 2022)

Availability:

Available throughout the entire territory served by OUC on an optional basis to up to 600 customers in the combined OUC and St. Cloud electric service territories who have had continuous service at the same address for at least 12 billing cycles and expect to maintain service at same address for at least 12 additional billing cycles. OUC may limit individual customer enrollment to ensure pilot participants represent OUC's overall customer demographic.

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:		$19.24
DemandLevel Charge	**Tier 1**	**$5.20**
	Tier 2	**$10.40**
	Tier 3	**$15.60**
Non-Fuel Base Charge at:	First 1,000 kWh	**3.605¢** per kWh
	All Additional kWh	**6.205¢** per kWh
	On-Peak kWh Premium	8.205¢ per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

On-Peak Period:

Every day during the hours from 2pm to 8pm

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

Terms of Service:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation in the pilot.

OUC The Reliable One® City of St. Cloud

Nineteenth Revised Sheet No. 7.200
Canceling **Eighteenth** Revised Sheet No. 7.200

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		$23.66
DemandLevel Charge	**Tier 1**	**$7.80**
	Tier 2	**$15.60**
	Tier 3	**$23.40**

Non-Fuel Base Charge at **6.844¢** per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

City of St. Cloud

Third Revised Sheet No. 7.210
Canceling **Second** Revised Sheet No. 7.210

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 7.211
Cancelling Original Sheet No. 7.211

RESERVED FOR FUTURE USE

OUC The Reliable One City of St. Cloud

Fifth Revised Sheet No. 7.220
Canceling **Fourth** Revised Sheet No. 7.220

GS-T

GENERAL SERVICE - NON-DEMAND TIME OF USE PILOT RATE SCHEDULE GS-T

(Closed to New Customers as of June 1, 2022)

Availability:

Available throughout the entire territory served by OUC on an optional basis to up to 100 customers in the combined OUC and St. Cloud electric service territories who have had continuous service at the same address for at least 12 billing cycles and expect to maintain service at same address for at least 12 additional billing cycles. OUC may limit individual customer enrollment to ensure pilot participants represent OUC's overall customer demographic.

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:		$23.66
Demand Level Charge	**Tier 1**	**$7.80**
	Tier 2	**$15.60**
	Tier 3	**$23.40**
Non-Fuel Base Charge at:	All kWh	**4.276¢** per kWh
	On-Peak kWh Premium	8.205¢ per kWh

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

Determination of DemandLevel Tiers:

The maximum 15-minute kW demand measured over the current billing period will be used to determine the DemandLevel charge tier based on the following ranges:

Tier 1: ≥ 0 kW and < 8 kW
Tier 2: ≥ 8 kW and < 12 kW
Tier 3: ≥ 12 kW

On-Peak Period:

Every day during the hours from 2pm to 8pm

Minimum Bill:

Customer Charge **plus the DemandLevel charge and applicable taxes**

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.

Terms of Service:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation in the pilot.

GSD-SEC

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	$**36.40**
Demand Charge at	$12.48 per kW
Non-Fuel Base Charge	**2.721¢** per kWh

Option B (TOU Rate):

Customer Charge	$**36.40**
Demand Charge at	$12.48 per kW

Non-Fuel Base Charge (¢ per kWh):

On-Peak Period	**3.340**
Shoulder Period	**2.965**
Off-Peak Period	**2.468**

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

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. 7.301

Continued from Sheet No. 7.300

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.

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.

City of St. Cloud

Fifteenth Revised Sheet No. 7.310
Canceling **Fourteenth** Revised Sheet No. 7.310

RESERVED FOR FUTURE USE

City of St. Cloud

Sixth Revised Sheet No. 7.311
Canceling **Fifth** Revised Sheet No. 7.311

RESERVED FOR FUTURE USE

City of St. Cloud

Eleventh Revised Sheet No. 7.320
Canceling **Tenth** Revised Sheet No. 7.320

RESERVED FOR FUTURE USE

City of St. Cloud

Fifth Revised Sheet No. 7.321
Canceling **Fourth** Revised Sheet No. 7.321

RESERVED FOR FUTURE USE

City of St. Cloud

Second Revised Sheet No. 7.322
Canceling **First** Revised Sheet No. 7.322

RESERVED FOR FUTURE USE

City of St. Cloud

Twelfth Revised Sheet No. 7.330
Canceling **Eleventh** Revised Sheet No. 7.330

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

City of St. Cloud

Twelfth Revised Sheet No. 7.340
Canceling **Eleventh** Revised Sheet No. 7.340

RESERVED FOR FUTURE USE

City of St. Cloud

Sixth Revised Sheet No. 7.341
Canceling **Fifth** Revised Sheet No. 7.341

RESERVED FOR FUTURE USE

GSD-PRI

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	$**119.60**
Demand Charge at	$11.96 per kW
Non-Fuel Base Charge	**2.694¢** per kWh

Option B (TOU Rate):

Customer Charge	$**119.60**
Demand Charge at	$11.96 per kW

Non-Fuel Base Charge (¢ per kWh):

On-Peak Period	**3.308**
Shoulder Period	**2.936**
Off-Peak Period	**2.443**

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

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. 7.401

Continued from Sheet No. 7.400

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.

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.

City of St. Cloud

Fourth Revised Sheet No. 7.410
Canceling **Third** Revised Sheet No. 7.410

RESERVED FOR FUTURE USE

The Reliable One City of St. Cloud

Fourth Revised Sheet No. 7.411
Canceling **Third** Revised Sheet No. 7.411

RESERVED FOR FUTURE USE

City of St. Cloud

Eleventh Revised Sheet No. 7.420
Canceling **Tenth** Revised Sheet No. 7.420

RESERVED FOR FUTURE USE

City of St. Cloud

Fifth Revised Sheet No. 7.421
Canceling **Fourth** Revised Sheet No. 7.421

RESERVED FOR FUTURE USE

City of St. Cloud

Second Revised Sheet No. 7.422
Canceling **First** Revised Sheet No. 7.422

RESERVED FOR FUTURE USE

City of St. Cloud

Twelfth Revised Sheet No. 7.450
Canceling **Eleventh** Revised Sheet No. 7.450

RESERVED FOR FUTURE USE

City of St. Cloud

Second Revised Sheet No. 7.451
Canceling **First** Revised Sheet No. 7.451

RESERVED FOR FUTURE USE

City of St. Cloud

Twelfth Revised Sheet No. 7.460
Canceling **Eleventh** Revised Sheet No. 7.460

RESERVED FOR FUTURE USE

City of St. Cloud

Sixth Revised Sheet No. 7.461
Canceling **Fifth** Revised Sheet No. 7.461

RESERVED FOR FUTURE USE

OUC The Reliable One City of St. Cloud

First Revised Sheet No. 7.470
Cancelling Original Sheet No. 7.470

EVSE

PUBLIC CHARGING FOR ELECTRIC VEHICLES
RATE SCHEDULE EVSE

Availability:

Available throughout the entire territory served by OUC where customers charge electric vehicles at certain OUC owned public electric vehicle (EV) charging stations ("the stations") where OUC provides charging service billed through a third-party billing provider.

Applicable:

To any person ("user") who accesses the stations.

Character of Service:

EV charging service will be available at OUC owned stations open to the public.

Level 2 Charging Rates:

Energy charge: **20¢ per kWh**

Level 3 Charging Rates:

Energy charge	**40¢** per kWh
Vehicle idling fee	$1.00 per minute following a ten-minute grace period

Charging Network Fees:

Charging network fees as determined by the charging station network provider may apply at certain stations.

Additional Charges:

Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

Terms of Payment:

Payable through OUC's third-party billing provider. Users must register an account with OUC's third-party billing provider, including payment information, prior to charging the vehicle. Users will have the ability to obtain a detailed receipt of the charge session through OUC's third-party billing provider.

City of St. Cloud

Twenty-Seventh Revised Sheet No. 7.500
Canceling **Twenty-Sixth** Revised Sheet No. 7.500

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	$5.39 (metered services only)
Non-Fuel Energy	4.032¢ per kWh

Monthly Per Unit Charge:

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
LED				
Acorn w/ pole	39	13	**$18.40**	**$8.24**
Acorn w/ pole (2)	39	13	**14.47**	**7.51**
Cobra	39	13	**2.61**	**1.78**
Cobra	50	17	**3.48**	**2.71**
Flood	50	17	**3.95**	**3.21**
Cobra	54	18	**3.49**	**2.72**
Acorn w/ pole	60	20	**18.40**	**8.24**
Acorn w/ pole (2)	60	20	**14.47**	**7.51**
Lantern w/ Pole	60	20	**8.80**	**5.67**
Flood	80	27	**4.93**	**4.25**
Acorn w/ pole	99	33	**19.36**	**9.26**
Acorn w/ pole (2)	99	33	**15.42**	**8.52**

Continued on Sheet No. 7.501

City of St. Cloud

Eighth Revised Sheet No. 7.501
Canceling **Seventh** Revised Sheet No. 7.501

SL

Continued from Sheet No. 7.500

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
LED, Continued				
Cobra	101	34	**3.39**	**2.62**
Cobra	122	41	**4.01**	**3.27**
Flood	140	47	**3.53**	**2.76**
Cobra	168	56	**4.23**	**3.50**
Cobra	190	63	**4.93**	**4.25**
Cobra	220	73	**5.10**	**4.44**
Cobra	240	80	**5.10**	**4.44**
Flood	250	83	**8.90**	**8.47**
Cobra	280	93	**9.19**	**8.79**
Flood	370	123	**10.95**	**10.66**
Cobra	380	127	**8.89**	**8.47**
High Pressure Sodium (no longer available for new installations)				
Acorn w/ pole	100	39	**18.46**	**13.08**
Acorn w/ pole (2)	100	39	**14.52**	**12.34**
Cobra	100	39	**2.66**	**5.73**
Esplanade w/ Pole	100	39	**24.68**	**17.00**
Town and Country w/pole	100	39	N/A	**9.26**
Acorn w/ pole	150	57	**18.46**	**13.09**
Cobra	150	57	**3.45**	**7.47**
Cobra	250	105	**4.09**	**7.82**
Flood	250	105	**5.56**	**9.39**
Cobra	400	163	**5.19**	**8.80**
Flood	400	163	**8.98**	**12.84**
Interstate	400	163	**9.26**	**14.11**

Continued on Sheet No. 7.502

City of St. Cloud

First Revised Sheet No. 7.502
Canceling Original Sheet No. 7.502

SL

Continued from Sheet No. 7.501

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
Metal Halide (no longer available for new installations)				
Shoe Box w/ Pole	250	101	N/A	**$14.52**
Flood	400	156	N/A	**13.55**
Shoe Box w/ Pole	400	156	**$15.42**	**12.32**
Flood	1,000	365	N/A	**19.79**
Mercury Vapor (no longer available for new installations)				
Cobra	175	70	N/A	**4.97**
Cobra	400	154	N/A	**8.98**
Bus Stop Lights	N/A	148	N/A	N/A

Pole	Height	Investment Per Unit
Concrete	30	**$5.17**
Concrete	35	**5.35**
Concrete	40	**5.48**
Concrete	45	**8.07**
Steel	35	**14.51**
Wood	30-60	**5.30**

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

City of St. Cloud

Fifth Revised Sheet No. 7.600
Canceling **Fourth** Revised Sheet No. 7.600

TERMS OF PAYMENT

A late charge of 1.5% or a minimum of $5.00 will be charged on all past due balances for non-government accounts. Bills are due and payable upon receipt and become past due on the date indicated on each bill. Actual disconnection of the service will take place if the account remains unpaid.

OUC The Reliable One City of St. Cloud

Second Revised Sheet No. 7.700
Cancelling **First Revised** Sheet No. 7.700

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 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 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

City of St. Cloud

Third Revised Sheet No. 7.701
Cancelling **Second Revised** Sheet No. 7.701

SS

Continued From Sheet No. 7.700

Calculation of Customer Bill:

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

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

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

Time of Use Periods:

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

On-Peak Period:

Winter Period: November 1 through March 31, Mondays through Fridays during the hours from **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: April1 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.

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

City of St. Cloud

Thirteenth Revised Sheet No. 7.702
Canceling **Twelfth** Revised Sheet No. 7.702

SS

Continued From Sheet No. 7.701

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.

Firm Standby Electric Rates				
	Secondary Service			Primary Service
Description	**RES**	**GSND**	**GSD**	**GSD**
Customer Charge	**$28.90**	**$33.07**	**$46.44**	**$128.77**
Demand Charge ($/kW)	**$7.76**	**$13.34**	**$20.69**	**$19.82**
Non-Fuel Base Charges (¢/kWh)				
On-Peak Charge	**0.846**	**0.840**	**0.844**	**0.835**
Off-Peak Charge	**0.660**	**0.656**	**0.659**	**0.653**

Non-Firm Standby Service

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

Non-Firm Standby Electric Rates				
	Secondary Service			Primary Service
Description	**RES**	**GSND**	**GSD**	**GSD**
Customer Charge	**$37.81**	**$41.98**	**$55.35**	**$137.69**
Demand Charge ($/kW)	**$3.92**	**$6.73**	**$10.02**	**$9.26**
Non-Fuel Base Charges (¢/kWh)				
On-Peak Charge	**4.958**	**4.432**	**3.921**	**3.881**
Off-Peak Charge	**3.873**	**3.462**	**3.063**	**3.033**

Additional Charges:

Fuel Charge:	See Sheet No. 7.010
Gross Receipts Tax:	See Sheet No. 7.010
Municipal Tax:	See Sheet No. 7.010
Sales Tax:	See Sheet No. 7.010

City of St. Cloud

First Revised Sheet No. 7.703
Canceling **Original** Sheet No. 7.703

RESERVED FOR FUTURE USE

OUC The Reliable One City of St. Cloud

Fourth Revised Sheet No. 7.800
Canceling **Third** Revised Sheet No. 7.800

GSD-CR

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

Monthly Rate:

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

Customer Charge $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

GSD-C

Continued From Sheet No. 7.800

3. **As an essential requirement for receiving the Curtailable Demand Credit provided under this Rate Schedule, a Customer shall be strictly responsible for the curtailment of his power requirements to no more than his Non-Curtailable Demand upon each request of OUC. OUC will have the right to test the customer's ability to curtail as contracted. OUC will specify "This Is A Test". Test curtailment periods will not exceed 90 minutes from initial curtailment request. Test requests will occur once a quarter. If a test is requested and the customer is unable to curtail as contracted, the penalty described in Special Provision No. 5 will apply.**

4. **A Customer will be deemed to have complied with his curtailment responsibility if the maximum 15-minute kW demand established during each period of requested curtailment does not exceed his Non-Curtailable Demand and he has reached that level within 30minutes 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.**

City of St. Cloud

Third Revised Sheet No. 7.810
Canceling **Second** Revised Sheet No. 7.810

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City of St. Cloud

Third Revised Sheet No. 7.820
Canceling **Second** Revised Sheet No. 7.820

Reserved for Future Use

City of St. Cloud

Eleventh Revised Sheet No. 7.900
Canceling **Tenth** Revised Sheet No. 7.900

Reserved for Future Use

City of St. Cloud

First Revised Sheet No. 7.910
Cancelling Original Sheet No. 7.910

Reserved for Future Use

City of St. Cloud

Third Revised Sheet No. 7.925
Canceling **Second Revised** Sheet No. 7.925

CSFR2

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 are fully subscribed. The total residential subscription shall not exceed 20 percent of OUC's community solar resources and general service subscriptions shall not exceed 80 percent. However, 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: [Standard levelized fuel rate] plus 0.7¢ 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.

CSFR3

SunChoice COMMUNITY SOLAR FARM RIDER
RATE SCHEDULE CSFR3

Availability:

Available throughout the entire territory served by OUC. This rider will be closed to additional subscriptions if OUC's solar resources are retired or are fully subscribed.

Applicability:

This rider is applicable on a voluntary basis to customers receiving service under rate schedules 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 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 be used to calculate the total bill for the billing period, but shall be adjusted under this rider as follows:

$$[Total\ Bill] + ([Solar\ Energy] \times [SunShare\ Community\ Solar\ Energy\ Rate])$$

SunChoice Community Solar Energy Rate:

First 30% subscription	1.0¢ per kWh
Next 40% subscription	2.5¢ per kWh
Next 30% subscription	4.5¢ per kWh

Special Provisions

1. OUC will have the renewable energy credits associated with the customer's Solar Energy subscription Green-e® certified and will retire them in the customer's name and on their behalf.
2. Customers may enroll at any time but must remain enrolled for at least three (3) billing period after enrollment. A customer may cancel thereafter with 30 days notice and enroll again at a later date if the program is available.
3. All requirements under the customer's applicable rate schedule for electric service will apply under this schedule.

City of St. Cloud

First Revised Sheet No. 7.930
Cancelling Original Sheet No. 7.930

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Section 8: Standard Forms and Contracts

City of St. Cloud

Fifth Revised Sheet No. 8.00
Canceling **Fourth** Revised Sheet No. 8.00

INDEX
STANDARD FORMS AND CONTRACTS

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Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW	8.500
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City of St. Cloud

First Revised Sheet No. 8.01
Canceling **Original** Sheet No. 8.01

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.02
Canceling **Original** Sheet No. 8.02

RESERVED FOR FUTURE USE

City of St. Cloud

Second Revised Sheet No. 8.03
Canceling **First** Revised Sheet No. 8.03

BLANK BILL EXAMPLE

City of St. Cloud

Second Revised Sheet No. 8.04
Canceling **First** Revised Sheet No. 8.04

RESERVED FOR FUTURE USE

The Reliable One

City of St. Cloud

First Revised Sheet No. 8.05
Canceling **Original** Sheet No. 8.05

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.05.01
Canceling **Original** Sheet No. 8.05.01

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.07
Canceling **Original** Sheet No. 8.07

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.07.01
Canceling **Original** Sheet No. 8.07.01

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.07.02
Canceling **Original** Sheet No. 8.07.02

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.07.03
Canceling **Original** Sheet No. 8.07.03

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.08
Canceling **Original** Sheet No. 8.08

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.08.01
Canceling **Original** Sheet No. 8.08.01

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.08.02
Canceling **Original** Sheet No. 8.08.02

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.09
Canceling **Original** Sheet No. 8.09

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.10
Canceling **Original** Sheet No. 8.10

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.10.01
Canceling **Original** Sheet No. 8.10.01

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.10.02
Canceling **Original** Sheet No. 8.10.02

RESERVED FOR FUTURE USE

City of St. Cloud

First Revised Sheet No. 8.11
Canceling **Original** Sheet No. 8.11

RESERVED FOR FUTURE USE

PAYMENT RECEIPT

City of St. Cloud
REPRINT
*** CUSTIJIO RECEIPT ***
Oper· MARSl\102 Type: 0C Drawer: I
Date; 1/30/07 01 Receipt no: 105034

Customer	Location	Name	Amount
UB		UTILITY BILL-CUSTOMER	

Trans number: 3348780
Remaining balance $.00

Tender detail

CK CIECK	4849	$140.26
Total tendered		$140.26
Total payment		$140.2

Trans date: 1/30/07 Tire: 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").

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 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.

Continued From Sheet No. 8.200

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.

Continued On Sheet No. 8.202

Continued from Sheet No. 8.201

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 tor 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

Continued from Sheet No. 8.202

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

ORLANDO UTILITIES COMMISSION

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

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CUSTOMER

By: _____
Print Name: _____

[AFFIX CORPORATE SEAL HERE]

Federal Tax 10 #

City of St. Cloud

Fourth Revised Sheet No. 8.300
Canceling **Third** Revised Sheet No. 8.300

Reserved for Future Use

City of St. Cloud

Third Revised Sheet No. 8.301
Canceling **Second** Revised Sheet No. 8.301

Reserved for Future Use

City of St. Cloud

Third Revised Sheet No. 8.302
Canceling **Second** Revised Sheet No. 8.302

Reserved for Future Use

City of St. Cloud

Fourth Revised Sheet No. 8.400
Canceling **Third** Revised Sheet No. 8.400

Reserved for Future Use

City of St. Cloud

Second Revised Sheet No. 8.401
Canceling **First Revised** Sheet No. 8.401

Reserved for Future Use

City of St. Cloud

Second Revised Sheet No. 8.402
Canceling **First Revised** Sheet No. 8.402

Reserved for Future Use

Reserved for Future Use

City of St. Cloud

First Revised Sheet No. 8.404
Canceling Original Sheet No. 8.404

Reserved for Future Use

Exhibit A Interconnection Application and Compliance Form For Renewable Generation Systems Up to 2 MW

A. Applicant Information

Name: _____ OUC Account No.: _____

Mailing Address: _____

City, State & Zip: _____

Street Address (if different from above): _____

City, State & Zip: _____

Daytime Phone: Fax: Email:

B. Renewable Generation System

System Name/Model: _____

Gross Power Rating _____ Watts

List Manufacturer/Model No. for:

Interconnecting Equipment: _____ Batteries **(if applicable):** _____

System Location: _____ **Interconnecting Equipment** Location: _____

AC Disconnect Location:

C. Installation Contractor Information

Installation Contractor Name: _____ FL License No.: _____

Address: _____

City, State & Zip: _____

Daytime Phone: _____ Fax: _____ Email: _____

Proposed Installation Date:

D. Hardware and Installation Compliance

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

Signed (Contractor): _____ Date: _____

Name (Print): Company:

E. Owner Acknowledgement

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

Signed (Owner): Date:

F. Utility Approval

1. Satisfies OUC Interconnection Requirements

   OUC Representative Name (Print): _____

   OUC Representative Signature: _____ Date: _____

2. Satisfies Code Requirements

   Inspector Name (Print): _____

   Inspector Signature: **Date:**

Exhibit A Interconnection Application and Compliance Form For Photovoltaic Systems Up to 2 MW

A. Applicant Information

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

B. Photovoltaic Information

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

C. Installation Contractor Information

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

D. Hardware and Installation Compliance

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

Signed (Contractor): _____ Date: _____

Name (Print): Company:

E. Owner Acknowledgement

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

Signed (Owner): Date:

F. Utility Approval

1. Satisfies OUC Interconnection Requirements

   OUC Representative Name (Print): _____

   OUC Representative Signature: _____ Date: _____

2. **Satisfies Code Requirements**

   Inspector Name (Print): _____

   Inspector Signature: _____ **Date:** _____

Continued From Sheet No. 8.500

APPENDIX A
INTERCONNECTION REQUIREMENTS FOR ALL RENEWABLE GENERATION SYSTEMS 2 MW AND LESS

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 no more than all of the customer's annual electric energy (kWh) requirements with renewable energy at such premise. 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.
2. "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 0.85 in order to account for losses during the conversion from DC to AC.
   a. Tier 1 - 10 kW or less
   b. Tier 2 - greater than 10 kW and less than or equal to 100 kW
   c. Tier 3 - greater than 100 kW and less than or equal to 2 MW.
3. "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.
4. Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1,000 watts/m^2 solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.
5. 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.
6. **"Meter Collar" refers to any device that is inserted between the OUC electric meter and the customer meter socket.**

B. Application Fees

The customer shall pay the following applicable application fee for this customer owned renewable generation system interconnection:

a. Tier 1	no charge
b. Tier 2	$340.00
c. Tier 3	$1,300.00

C. 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 1547-2018 interconnection standard.
   b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2018), upon loss of sensed voltage, is required. This is verified with on-site testing.

Continued On Sheet No. 8.502

Continued From Sheet No. 8.501

c. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.

d. PV modules must be in compliance with IEEE Standard 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules (or, equivalently, IEC 61215).

2. System Installation.

Customer certifies that the RGS installed shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems

b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources

d. 2005 National Electric Code, all relevant articles (or subsequent revisions) and local building codes

3. GPR

a. The GPR shall not exceed 90% of the **rating of** service **currently provided to the customer (based on service size, transformer rating, etc.) and has a GPR within the applicable GPR Tier.** 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.

Continued on Sheet No. 8.503

Continued From Sheet No. 8.502

6. Extreme Conditions. OUC reserves the right to refuse to accept electric power from the **RGS** under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the **RGS**, 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,
   d. Failure of the RGS **to** comply with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over the generating equipment or operation,
   e. **Failure of customers with Tier 2 or 3 RGS to maintain the required insurance coverage.**
7. External Disconnect Switch.
   a. For Tier 1 RGS OUC recommends, but does not require, **the Customer to install** an isolation device (manual disconnect switch). **If one is installed, the Customer shall ensure that such disconnect switch shall remain readily accessible to OUC and be capable of being locked in the open position with a single OUC utility lock.** 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, **the Customer must install** 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 **and be capable of being locked in the open position with a single OUC utility lock.** 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.
   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**ly and on an annual basis** proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance as a covered addition to the Customer's insured property.

Continued on Sheet No. 8.504

Continued From Sheet No. 8.503

10. RGS Equipment Protection. It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of OUC in delivering and restoring system power. The customer is also responsible for ensuring that its RGS equipment is inspected, maintained and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
11. Isolation Transformer. RGS greater than 20 kW must be interconnected to OUC's system through an isolation transformer (other than RGS owner, no other OUC customer is to be served from this transformer).
12. Transfer Trip and Reclose Blocking. For Tier 2 and Tier 3 RGS where the aggregate generation capacity exceeds 15% of the peak load on any automatic reclosing device, OUC requires transfer trip and reclose-blocking on automatic reclosing devices.
13. System Study. Tier 3 RGS's may require a system study. Additional protective devices may be required, as specified in the OUC "Guide for Producer-Owned Generating Interconnections".
14. **Customer Owned Meter Equipment**
    a. **Only OUC approved meter collars are eligible for installation**
    b. **The meter collar shall be customer owned, installed and maintained. Upon approval, installation of the meter collar shall occur through the OUC Change of Service Process.**
    c. **At the time of application, the customer must disclose the manufacturer, make and model number of the meter collar.**
    d. **Meter collars must not create a safety issue or interfere with OUC equipment or services. Meter collars must be approved prior to installation and meet the latest revisions of the UL 414 safety standard. The meter socket must carry the UL label.**
    e. **Installation of any non-approved meter collar shall be grounds for OUC to discontinue service until such meter collar is replaced with a meter collar that has been approved or removed. Except in hazardous or emergency circumstances, OUC will allow customer up to 30 days to replace a non-approved meter collar.**
    f. **OUC shall have no liability for damage to the meter collar or damage resulting from the installation or use of a meter collar.**
    g. **The addition of a meter collar after interconnection approval is not permitted. Intent to install a meter collar after interconnection approval will require an additional application for interconnection specifically denoting the desire to modify the system to install an approved meter collar.**
15. **Meter Collar Review by OUC**
    a. **A manufacturer requesting a meter collar product to be reviewed shall provide a request in writing to green@ouc.com**
    b. **The manufacturer will ship at no cost to OUC, two production samples of the product. Shipping details will be provided to the manufacturer once a request is received.**
    c. **Manufacturer to provide product literature to include specifications, product make and model, part numbers and installation manual to be reviewed.**
    d. **Manufacturer to provide any test results for the product.**
    e. **Once all required documentation and product samples are received, OUC will notify the manufacturer within 60 days of the results of the meter collar review and subsequent authorization or non-authorization to use within OUC service territory.**

City of St. Cloud

First Revised Sheet No. 8.600
Canceling **Original** Sheet No. 8.600

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City of St. Cloud

First Revised Sheet No. 8.601
Canceling **Original** Sheet No. 8.601

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City of St. Cloud

First Revised Sheet No. 8.602
Canceling **Original** Sheet No. 8.602

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