



PART 2 OF 5

April 11, 2022

Ms. Elisabeth Draper
Chief of Economic Impact & Rate Design
Florida Public Service Commission
Bureau of Electric Regulation
Division of Electric and Gas
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Draper:

Orlando Utilities Commission ("OUC") is submitting in 5 separate transmittals (for ease of transmittal) with this letter its fuel charge changes and miscellaneous changes to the OUC tariff, along with supporting material, to the Florida Public Service Commission for your review. On April 12, 2022, OUC staff presented the proposed fuel and miscellaneous charges at a public Pricing Workshop and will be bringing them to the OUC Board for adoption on May 10, 2022. The changes will become effective June 1, 2022.

Included in the 5 transmittals, OUC is also submitting with this letter corresponding fuel charge changes and miscellaneous changes for the City of St. Cloud ("St. Cloud") tariff. In accordance with the inter-local agreement between OUC and St. Cloud, St. Cloud's fuel charges are OUC's plus a 4 percent adder for all customer classes. The new rates and miscellaneous changes will become effective the same time as OUC's changes, June 1, 2022.

Sales Forecast

Actual sales from October 1, 2021 through September 30, 2022 ("Budget Year") are forecasted at 5,976,417,606 kWh for Orlando and 797,608,079 kWh for St. Cloud. Table 1 shows the calculation of weighted sales used in designing the proposed fuel charges. The "weighted" sales are weighted by delivery voltage level and time of use. Forecasted actual sales are first adjusted for line losses by customer class with secondary voltage assigned a weighting of 1.00 and primary voltages assigned a weighting of 0.99 (primary voltage line losses being 1% less than secondary). These "voltage weighting" factors are shown on Table 1, columns B and G. The class sales are further adjusted for "time periods" based on OUC's marginal production costing runs. These "time period weighting factors" are shown on Table 1, columns C and H. The development of the time period weighting factors is shown on Table 2

ORLANDO UTILITIES COMMISSION

(time of use rate classes) and Table 3 (time of day rate classes and residential/general service non-demand TOU pilot). Street lighting is primarily used during off peak time periods; therefore a separate weighting was calculated as shown on Table 4. Column I on Table 1 reflects the St. Cloud adder. Finally, on Table 1, Column M is the weighted forecasted kWh for each class totaling 6,787,577,182 kWh.

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Fuel Charges

OUC Tariff Sheet No. 5.010

St. Cloud Tariff Sheet No. 7.010

Increases in the price of natural gas and coal caused the fuel revenue requirement for the Budget Year to increase to \$298,773,852, see Table 5, resulting in a needed fuel charge increase for all retail classes. The retail fuel revenue requirement was divided by the total weighted forecasted kWh resulting in a fuel cost equal to \$0.04402 per weighted kWh (shown on Table 5, line 3), which is used as the basis for the fuel charges. Table 5 shows the calculation of the fuel charges. The "total weighting factors" from Table 1 were multiplied times the \$0.04402 producing the appropriate fuel charge for each rate class for both Orlando and St. Cloud.

Bill Impacts

The residential bill for 1,000 kWh excluding taxes will increase from \$112.00 to \$124.00 for customers in Orlando. The bill for St. Cloud residential customers using 1,000 kWh will increase from \$116.48 to \$128.96. The majority of commercial customers will experience monthly bill increases ranging from 10 percent to 15 percent depending on their applicable rate schedule and load characteristics. The overall bill impacts by rate class are shown in Table 6.

Miscellaneous Changes

Non-Pay Reconnect Fee

OUC Tariff Sheet No. 3.010

St. Cloud Tariff Sheet No. 5.01

The Non-Pay Disconnect/Reconnect policy is updated to reflect advancements in technology and operational efficiencies allowing for the removal of the after-hours reconnection surcharge.

Deposit Policy

OUC Tariff Sheet Nos. 3.070 to 3.071

St. Cloud Tariff Sheet Nos. 5.07 to 5.07.01

The Deposit requirements are updated to remove acceptance of Irrevocable Letters of Credit (LOC) in lieu of a cash deposit.

Residential & GSND Pilots

OUC Tariff Sheet Nos. 5.000, 5.120 and 5.220

St. Cloud Tariff Sheet Nos. 7.000, 7.120 and 7.220

The Residential and General Service Non-Demand Time of Use Pilots are closed to new customers as of June 1, 2022.

Pilot Solar Photovoltaic Credit Program

OUC Tariff Sheet Nos. 5.810, 6.001, 6.300 to 6.302 and 6.400 to 6.404

St. Cloud Tariff Sheet Nos. 7.810, 8.00, 8.300 to 8.302 and 8.400 to 8.404

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The Pilot Solar Photovoltaic Credit Program Rider and associated service agreements were closed to new customers as of January 1, 2018. Customers taking service under the rider at that time were allowed to remain on the rider for 5-years. This 5-year period ended in December 2021. There are no customers on this rider. Consequently, the tariffs for this rider and associated service agreements are being labeled as "Reserved for Future Use."

Interconnection Application and Compliance Form

OUC Tariff Sheet Nos. 6.001, and 6.501 to 6.504

St. Cloud Tariff Sheet Nos. 8.00, and 8.501 to 8.504

The interconnection requirements for renewable generation systems were updated to require systems greater than 10 kW to purchase insurance and install a manual disconnect switch, reflect the implementation of application fees for systems greater than 10 kW (see Table 7), and clarify the overall Interconnection Application and Compliance Form language.

Lighting Service Agreements

OUC Sheet Nos. 6.000, 6.001, 6.180, 6.700, and 6.720 to 6.734

The Service Agreement for Lighting Maintenance Service is being closed to new customers as of June 1, 2022, as OUC is no longer offering this service. Existing customers currently receiving this service will continue to be served by OUC through the term of their agreements.

A new Service Agreement for Lighting Service has been introduced which be utilized for new installations going forward. Thus, the existing Service Agreement for Lighting Service is being closed to new customers as of June 1, 2022.

I have enclosed one copy of the revised tariff sheets in legislative form and final form. If you have any questions, please do not hesitate to call Lawrence Strawn, Manager of Corporate Analytics and Planning, at (407) 434-2187.

Sincerely,



W. Christopher Browder
Chief Legal Officer
Enclosures

CC: Mr. Clint Bullock
Ms. Mindy Brenay
Mr. Bill Sturgeon

OUC Electric

Final Form

MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes \$170.00

Multiple Meter Sets:

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

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

Transfer Connection Charge:

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

SERVICE DEPOSIT POLICIES

Electric and Water Service Deposits

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

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

Surety Bond or Irrevocable Standby Letter of Credit in lieu of cash is acceptable for deposits of two-thousand five hundred dollars (\$2,500) or more. Commercial customers requesting the use of a Surety Bond (surety) 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

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

INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
FC	Fuel Charge	5.010
RS	Residential	5.100
RS-T	Residential – Time of Use Pilot	5.120
(Closed to new customers as of June 1, 2022)		
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	5.220
(Closed to new customers as of June 1, 2022)		
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
SL	Street Light Service	5.500-5.503
	Terms of Payment	5.600
SS	Standby Service	5.700-5.702
GSD-CR	General Service Demand - Curtailable Rider	5.800-5.801
TMR	Totalized Metering Rider	5.900
CSFR1	Community Solar Farm Rider 1	5.920-5.921
(Closed to new customers as of January 1, 2018)		
CSFR2	Community Solar Farm Rider 2	5.925
NSMR	Non-Standard Meter Rider	5.930
EDR	Economic Development Rider	5.940-5.941
CISR	Commercial/Industrial Service Rider	5.950-5.951

FC

FUEL CHARGES RATE SCHEDULE FC

Applicability:

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

Rate Schedule	Standard Levelized Rate (¢ per kWh)	Time Differentiated Rates (¢ per kWh)		
		On-Peak	Shoulder	Off-Peak
RS and GS	4.402	N/A	N/A	N/A
GSD-SEC	4.402	5.406	4.798	3.993
GSD-T-SEC and SS-SEC	N/A	5.208	N/A	4.067
GSD-PRI	4.358	5.353	4.750	3.953
SS-PRI	N/A	5.155	N/A	4.028
SL	4.081	N/A	N/A	N/A

Rate Schedule	All kWh (¢ per kWh)	On-Peak Premium (¢ per kWh)
RS-T and GS-T	4.063	1.171

Fuel Charges:

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

RS-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:		\$15.00
Non-Fuel Base Charge at:	First 1,000 kWh	3.977¢ per kWh
	All Additional kWh	6.477¢ per kWh
	On-Peak kWh Premium	8.055¢ per kWh
Fuel Charge:	See Sheet No. 5.010	

On-Peak Period:

Every day during the hours from 2pm to 8pm

Off-Peak Period:

All hours of the year not covered by the On-Peak Period.

Gross Receipts Tax:

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

Municipal Tax:

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

Minimum Bill:

Customer Charge

Terms of Payment:

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

Limitation of Service:

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

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-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:		\$17.50
Non-Fuel Base Charge at:	All kWh	4.628¢ per kWh
	On-Peak kWh Premium	8.055¢ per kWh
Fuel Charge:	See Sheet No. 5.010	

On-Peak Period:

Every day during the hours from 2pm to 8pm

Off-Peak Period:

All hours of the year not covered by the On-Peak Period.

Gross Receipts Tax:

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

Municipal Tax:

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

Minimum Bill:

Customer Charge

Terms of Payment:

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

Limitation of Service:

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

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.

Reserved for Future Use

INDEX STANDARD FORMS AND CONTRACTS

<u>Description</u>	<u>Sheet No.</u>
Blank Bill	6.010
Payment Receipt	6.030
Curtailable Service Agreement	6.040 - 6.042
Commercial Electric Service Agreement with Return of Deposit Section (Closed to New Customers as of July 2009)	6.050 - 6.054
Commercial Electric Service Agreement with Deposit Waiver Section (Closed to New Customers as of July 2009)	6.060 - 6.064
Commercial Electric Service Agreement with Energy Efficiencies Section (Closed to New Customers as of July 2009)	6.070 - 6.075
Commercial Electric Service Agreement with GSD1 - TOU Discount Provision (Closed to new customers as of January 2002)	6.080 - 6.085
Commercial Electric Service Agreement with Energy Efficiency Section and GSD1 - TOU Discount Provision (Closed to new customers as of January 2002)	6.090 – 6.095
Commercial Electric Service Agreement with GSD - SEC-T Rate Provision (Closed to new customers as of January 2002)	6.100 – 6.105
Commercial Electric Service Agreement with Energy Efficiency Section and GSD - SEC-T Rate Provision (Closed to new customers as of January 2002)	6.111 - 6.115
Service Agreement for Lighting Service (Closed to new customers as of April 1, 2003)	6.120 – 6.125
Service Agreement for Sports Lighting Service (Closed to new customers as of January 1, 2008)	6.130 – 6.135
Commercial Electric Service Agreement With TMR Provision (Closed to New Customers as of January 18, 2011)	6.140 – 6.145
Service Agreement for Lighting Service (Closed to new customers as of January 1, 2008)	6.150 – 6.159
Service Agreement for Upgraded Master Lighting Installation	6.160 – 6.173
Service Agreement for Lighting Maintenance Service (Closed to new customers as of June 1, 2022)	6.180 – 6.195

Continued on Sheet No. 6.001

Index Standard Forms and Contracts

Continued from Sheet No. 6.000

Description	Sheet No.
Standby Service Agreement	6.200 – 6.204
Interconnection Application and Compliance Form for Renewable Generation Systems Up to 2MW	6.450
Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW	6.500
Interconnection Application and Compliance Form for Generation Systems Up to 2 MW	6.500 – 6.504
Economic Development Rider Service Agreement	6.600
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	6.601 – 6.607
Service Agreement for Lighting Service (Closed to New Customers as of June 1, 2022)	6.700 – 6.712
Service Agreement for Lighting Service	6.720 – 6.734
Service Agreement for Sports Lighting Service	6.800 – 6.811

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 COMMISSION**, whose address is 500 South Orange Avenue, Orlando, Florida, 32801 (hereinafter "**OUC**"), and _____, (hereinafter "**Customer**"), whose address is Sample Address, St, Zip (together the "Parties" and individually a "Party").

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

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

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

SECTION 1: OUC LIGHTING MAINTENANCE SERVICES

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

SECTION 2: CUSTOMER RESPONSIBILITIES

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

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

Continued on Sheet No. 6.181

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The *Reliable One*® Orlando Utilities Commission

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

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Reserved for Future Use

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/m² 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.

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 **initially 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".

**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



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. "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



The Reliable One®

Orlando Utilities Commission

Original Sheet No. 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: _____