



**PART 5 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.

-Page 2-

## 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

-Page 3-

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

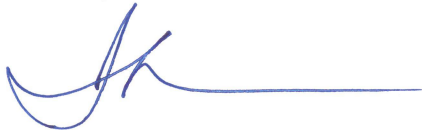
OUC Sheet Nos. 6.000, 6.001, 6.180, 6.700, and 6.720 to 6.734

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,

A handwritten signature in blue ink, appearing to be 'W. Christopher Browder', with a long horizontal line extending to the right.

W. Christopher Browder  
Chief Legal Officer  
Enclosures

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

# St. Cloud Electric Legislative 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 any standard business days will be suspended at ~~10:00~~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

~~For requests before 6:00 P.M. on a weekday~~ \$45.00  
~~For requests after 6:00 P.M. on a weekday~~ \$65.00  
~~For requests on weekends and holidays~~ \$65.00

All Classes at ~~Pole~~Transformer

~~For requests before 6:00 P.M. on a weekday~~ \$225.00  
~~For requests after 6:00 P.M. on a weekday~~ \$275.00  
~~For requests on weekends and holidays~~ \$275.00

### Bad Check:

All Classes \$25.00



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~~Second-Third~~ Revised Sheet No. 5.07  
Canceling ~~First-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.

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

Minimum Credit Rating Matrix

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

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

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

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

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



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~~Second-Third~~ Revised Sheet No. 5.07  
Canceling ~~First-Second~~ Revised Sheet No. 5.07

Continued on Sheet No. 5.07.01

ISSUED BY: ~~Tom Hurt~~Bill Sturgeon, City  
Manager

Effective: July ~~June~~ 1, ~~2009~~2022



### 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 and Irrevocable Letter of Credit Criteria and Approval~~

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

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

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

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

### New or Additional Deposits

Upon reasonable written notice of not less than thirty (30) days, such request being separate and apart from any bill for service, residential customers having one late payment, during the first six (6) months of service and/or one forced collection during any twelve (12) month period may be billed for new or additional deposit. If the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The total amount of the required residential deposit shall be at least two hundred and forty (\$240) for electric and chilled water services and forty (\$40) for water, or an amount equal to the average actual charges for electric, water, chilled water, sewer and/or garbage service for two billing periods for the twelve month period immediately prior to the date of the delinquent payment.



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~~First~~Second Revised Sheet No. 5.07.01  
Canceling ~~Original~~First Sheet No. 5.07.01

Continued on Sheet No. 5.07.02

ISSUED BY: ~~Tom Hurt~~Bill Sturgeon, City  
Manager

Effective: ~~July~~June 1, ~~2009~~2022

## INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
FC	Fuel Charge	7.010
RS	Residential	7.100
RS-T	Residential – Time of Use Pilot	7.120
<b><u>(Closed to new customers as of June 1, 2022)</u></b>		
PSR	Prepaid Electric Service Rider	7.110-7.111
GS	General Service – Non-Demand	7.200
GS-T	General Service – Non-Demand – Time of Use Pilot	7.220
<b><u>(Closed to new customers as of June 1, 2022)</u></b>		
GSD-SEC	General Service Demand Secondary	7.300-7.301
GSD-PRI	General Service Demand Primary	7.400-7.401
SL	Street Light Service	7.500-7.503
	Terms of Payment	7.600
SS	Standby Service	7.700-7.702
GSD-CR	General Service Demand-Curtailable Rider	7.800-7.801
<del>PV-CR</del>	<del>Pilot Solar Photovoltaic Credit Program Rider</del>	<del>7.810</del>
<b><u>(Closed to new customers as of January 1, 2018)</u></b>		
TMR	Totalized Metering Rider	7.900
CSFR2	Community Solar Farm Rider 2	7.925
NSMR	Non-Standard Meter Rider	7.930



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	<del>3.33</del> <u>04.578</u>	N/A	N/A	N/A
GSD-SEC	<del>3.33</del> <u>04.578</u>	<del>4.08</del> <u>95.622</u>	<del>3.63</del> <u>04.99</u> <u>0</u>	<del>3.02</del> <u>04.153</u>
SS-SEC	N/A	<del>3.94</del> <u>05.416</u>	N/A	<del>3.07</del> <u>74.230</u>
GSD-PRI	<del>3.29</del> <u>74.532</u>	<del>4.05</del> <u>05.567</u>	<del>3.59</del> <u>34.94</u> <u>0</u>	<del>2.99</del> <u>04.111</u>
SS-PRI	N/A	<del>3.90</del> <u>05.361</u>	N/A	<del>3.04</del> <u>74.189</u>
SL	<del>3.08</del> <u>74.244</u>	N/A	N/A	N/A

Rate Schedule	All kWh (¢ per kWh)	On-Peak Premium (¢ per kWh)
RS-T and GS-T	<del>3.07</del> <u>34.226</u>	<del>0.88</del> <u>61.218</u>

### 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.



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First Revised Sheet No. 7.120  
Canceling Original 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: \$15.60

Non-Fuel Base Charge at:	First 1,000 kWh	4.136¢ per kWh
	All Additional kWh	6.736¢ per kWh
	On-Peak kWh Premium	8.377¢ per kWh

Fuel Charge: See Sheet No. 7.010

### 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. 7.600.

### Limitation of Service:

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

### Terms of Service:



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**First Revised Sheet No. 7.120**  
**Canceling** Original Sheet No. 7.120

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:		\$18.20
Non-Fuel Base Charge at:	All kWh	4.813¢ per kWh
	On-Peak kWh Premium	8.377¢ per kWh
Fuel Charge:	See Sheet No. 7.010	

**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. 7.600.

**Limitation of Service:**

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

**Terms of Service:**



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**First Revised Sheet No. 7.220**  
**Canceling** Original Sheet No. 7.220

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



## **PV-CR**

### **PILOT SOLAR PHOTOVOLTAIC CREDIT PROGRAM RIDER RATE SCHEDULE PV-CR**

**(Closed to New Customers as of January 2018)**

#### **Availability**

This rate, offered as a pilot program, is available anywhere within ~~the City of St. Cloud's service area served by the Orlando Utilities Commission's (OUC).~~

#### **Applicability**

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

#### **PV Energy Production Credit**

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

#### **Special Provisions**

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



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~~Second-Third~~ Revised Sheet No. 7.810  
Canceling ~~First-Second~~ Revised Sheet No. 7.810

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ISSUED BY: Bill Sturgeon, ~~Interim~~-City  
Manager \_\_\_\_\_

Effective: ~~January-June 1, 2018~~2022



## INDEX STANDARD FORMS AND CONTRACTS

Description	Sheet No.
Blank Bill	8.03
Payment Receipt	8.12
Standby Service Agreement	8.200 - 8.203
<del>Residential Solar Service Agreement ("RSSA")</del>	<del>8.300 - 8.302</del>
<del>(Closed to New Customers as of January 1, 2018)</del>	
<del>Commercial Solar Service Agreement ("CSSA")</del>	<del>8.400 - 8.404</del>
<del>(Closed to New Customers as of January 1, 2018)</del>	
Interconnection Application and Compliance Form for Renewable Generation Systems up to 2 MW	8.450
Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW	8.500
Interconnection Requirements for All Renewable Generation Systems Up to 2 MW	8.501 - 8.504



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~~Third~~~~Fourth~~ Revised Sheet No. 8.300  
Canceling ~~Second~~~~Third~~ Revised Sheet No. 8.300

RSSA

## **~~Residential Solar Service Agreement (RSSA)~~ ~~Customer-Sited Solar Systems~~**

**~~(Closed to New Customers as of January 2018)~~**

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

**~~1. REPRESENTATIONS.~~** The Customer makes the following representations:

a) Customer owns the home and solar system(s) at the Service Address set forth above.

b) The solar photovoltaic system(s) for consideration under this agreement is/are:

Size: \_\_\_\_\_ KW (DC capacity)

c) Customer is a retail electric customer of the City of St. Cloud ("St. Cloud")

**~~2. PURCHASE AND SALE.~~** To support the local production of renewable energy, OUC desires to purchase and Customer agrees to sell all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is created for every one thousand kilowatt-hours of energy that is produced from a renewable resource such as solar energy. The Environmental Attributes are separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.

**~~3. TERM.~~** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This Agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The Agreement may also be terminated if the customer moves out of the premise and therefore closes the account with St. Cloud.

**~~4. PURCHASE PRICE.~~** The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Pilot Solar Photovoltaic Credit Program Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.

Customer initial: \_\_\_\_\_

Continued On Sheet No. 8.301



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~~Third-Fourth~~ Revised Sheet No. 8.300  
Canceling ~~Second-Third~~ Revised Sheet No. 8.300

Reserved for Future Use



RSSA

Continued From Sheet No. 8.300

**5. TERMS AND CONDITIONS:**

- ~~a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.~~
- ~~b) The Customer must remain a St. Cloud electric customer and receive electric power from OUC and maintain an account in the Customer's name throughout the term of this Agreement.~~
- ~~c) The Customer must provide OUC with a copy of the electrical one-line diagram for the PV system.~~
- ~~d) The Gross Power Rating of the PV System shall not exceed two (2) megawatts as defined in Appendix A (F.A.C. 25-6-.65).~~
- ~~e) The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of St. Cloud and OUC's interconnection requirements.~~
- ~~f) If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess in the form of a consumption offset to the Customer's energy consumption as shown on the next billing cycle as set forth in the Company's Net Metering for Customer Owned Renewable Generation Tariff on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the St. Cloud-supplied energy and the energy exported to the St. Cloud grid from the Customer's PV system.~~
- ~~g) If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to St. Cloud's distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Credit Program Rider, but on the otherwise applicable tariff rate.~~
- ~~h) The Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement.~~
- ~~i) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.~~
- ~~j) Neither St. Cloud nor OUC shall be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).~~

Customer initial: \_\_\_\_\_

Continued On Sheet No. 8.302



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~~Second-Third~~ Revised Sheet No. 8.301  
Canceling ~~First-Second~~ Revised Sheet No. 8.301

Reserved for Future Use



RSSA

Continued from Sheet No. 8.301

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

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

Customer Signature

Effective Date

~~This document must be completed and signed by the person whose name is on the **St. Cloud** account.~~

Customer initial: \_\_\_\_\_



The *Reliable One*® City of St. Cloud

~~Second-Third~~ Revised Sheet No. 8.302  
Canceling ~~First-Second~~ Revised Sheet No. 8.302

Reserved for Future Use

ISSUED BY: ~~Bill Sturgeon~~ Tom Hurt, City  
Manager

Effective: ~~February 1, 2012~~ June 1, 2022



The Reliable One®

City of St. Cloud

~~Third~~ Fourth Revised Sheet No. 8.400  
Canceling ~~Second~~ Third Revised Sheet No. 8.400

GSSA

**Commercial Solar Service Agreement (CSSA)  
Customer-Sited Solar Systems**

**(Closed to New Customers as of January 2018)**

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

**1. REPRESENTATIONS.** The signatories hereto individually and collectively make the following representations:

- a) They are individually authorized and competent to sign this Agreement and that they have read the Agreement and agree to be bound by its terms.
- b) Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.
- c) The solar system(s) for consideration under this agreement is/are:
  - ☐ Solar Photovoltaic System  
Size: \_\_\_\_ KW (DC capacity)
  - ☐ Solar Thermal Water Heating System  
Size: \_\_\_\_ Sq. Ft. (Collector)

**2. PURCHASE AND SALE.** On the terms and subject to the conditions set forth in this Agreement, the Customer agrees to sell and OUC agrees to purchase from Customer all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.

**3. TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms.

Continued on Sheet No. 8.401



The *Reliable One*® City of St. Cloud

~~Third-Fourth~~ Revised Sheet No. 8.400  
Canceling ~~Second-Third~~ Revised Sheet No. 8.400

Reserved for Future Use

ISSUED BY: Bill Sturgeon, ~~Interim~~ City  
Manager \_\_\_\_\_

Effective: ~~January 1, 2018~~ June 1, 2022



CSSA

Continued From Sheet No. 8.400

4. ~~PURCHASE PRICE. The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Pilot Solar Photovoltaic **Credit Program** Rider and/or Pilot Solar Thermal **Credit** Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.~~
5. ~~TERMS AND CONDITIONS~~
- a) ~~Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.~~
  - b) ~~The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.~~
  - c) ~~For Solar Photovoltaic (PV) Systems:~~
    - e1: ~~The Customer must receive electric power from OUC.~~
    - e2: ~~The PV system shall be no larger than one (1) megawatt, nameplate direct current (DC) output capacity.~~
    - e3: ~~The Customer shall complete a **PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A**, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC's interconnection requirements.~~
    - e4: ~~If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for **any excess energy in the form of a consumption offset to the customer's energy consumption as shown on the next billing cycle** as set forth in the Company's **Net Metering for Customer Owned Renewable Generation** tariff or other tariffs on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer's PV system.~~
    - e5: ~~If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC's distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Rider, but on an otherwise applicable tariff rate.~~
  - d) ~~For Solar Thermal Water Heating Systems:~~
    - d1: ~~Solar thermal water heating systems must be used for potable water heating.~~
    - d2: ~~Solar pool water heating systems are excluded under this agreement.~~
  - e) ~~OUC shall purchase and own all Environmental Attributes produced by the solar system(s), and the Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement. Upon the customer request to terminate this agreement under section 3, OUC shall have the right of first refusal with respect to any and all bona fide offers to purchase Environmental Attributes and agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by Customer of a bona fide offer.~~

Continued On Sheet No. 8.402



The Reliable One®

City of St. Cloud

~~First~~ ~~Second~~ Revised Sheet No. 8.401  
Canceling ~~Original~~ ~~First~~ ~~Revised~~ Sheet No. 8.401

Reserved for Future Use

ISSUED BY: ~~Bill Sturgeon~~ ~~Tom Hurt~~, City  
Manager

Effective: ~~November 1, 2008~~ June 1, 2002 2022



The Reliable One®

City of St. Cloud

First ~~Second~~ Revised Sheet No. 8.402  
Canceling ~~Original~~ First Revised Sheet No. 8.402

CSSA

Continued From Sheet No. 8.401

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

Continued on Sheet No. 8.403

Reserved for Future Use



The Reliable One® City of St. Cloud

~~First Second~~ Revised Sheet No. 8.403  
Canceling ~~Original First Revised~~ Sheet No. 8.403

CSSA \_\_\_\_\_ Continued From Sheet No. 8.402

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

IN WITNESS WHEREOF, Customer and OUC executed this Agreement \_\_\_\_\_ this  
day of \_\_\_\_\_ 20\_\_\_\_.

CUSTOMER CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Continued On Sheet No. 8.404

ISSUED BY: Bill Sturgeon ~~Tom Hurt~~, City  
Manager

Effective: November 1, 2008 ~~June 1, 2022~~



The *Reliable One*®

City of St. Cloud

~~First~~ **Second** Revised Sheet No. 8.403  
Canceling ~~Original~~ **First Revised** Sheet No. 8.403

Reserved for Future Use

ISSUED BY: ~~Bill Sturgeon~~ **Tom Hurt**, City  
Manager

Effective: ~~November 1, 2008~~ **June 1, 2022**



CSSA \_\_\_\_\_ Continued from Sheet No. 8.403

STATE OF FLORIDA COUNTY OF ORANGE

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

(Notarial Seal) \_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

By: Sharon L. Knudsen \_\_\_\_\_ By: Kenneth P. Ksionek \_\_\_\_\_  
Title: Assistant Secretary \_\_\_\_\_ Title: General Manager \_\_\_\_\_

STATE OF FLORIDA COUNTY OF ORANGE

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

(Notarial Seal) \_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

Form of Execution of the foregoing  
Agreement is hereby approved:

By: \_\_\_\_\_  
Attorney for OUC



The Reliable One®

City of St. Cloud

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

**Reserved for Future Use**

ISSUED BY: **Bill Sturgeon**~~Tom Hurt~~, City  
Manager

Effective: **December 1, 2007** ~~June 1, 2022~~



Continued From Sheet No. 8.500

APPENDIX A  
INTERCONNECTION REQUIREMENTS FOR ALL  
RENEWABLE GENERATION SYSTEMS ~~UP TO~~ 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 electricity-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.
  - ~~a. Tier 1 is a system with a rating of 10 kW or less.~~
  - ~~b. Tier 2 is a system with a rating of greater than 10 kW and less than or equal to 100 kW.~~
  - ~~c. Tier 3 is a system with a rating of greater than 100 kW and less than or equal to 2 MW.~~
2. "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.
- ~~2.3.~~ "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.
- ~~3.4.~~ Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1,000 watts/m<sup>2</sup> solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.
- ~~4.5.~~ Inverter, also referred to as a power conditioner, is a ~~dc-DC~~ to ac-AC device that converts PV energy to ac-AC energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding.
- ~~5.~~ "Gross Power Rating" (GPR) means ~~the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generating system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.~~

B. Application Fees

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

- |                  |                   |
|------------------|-------------------|
| <u>a. Tier 1</u> | <u>no charge</u>  |
| <u>b. Tier 2</u> | <u>\$340.00</u>   |
| <u>c. Tier 3</u> | <u>\$1,300.00</u> |



B.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 ~~IEEE 1547-2003~~ interconnection standard.
- b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2018 ~~IEEE 1547-2003~~), 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 Customer's utility distribution service~~ **currently provided to the customer (based on service size, transformer rating, etc.) and has a GPR within the applicable GPR Tier.** ~~rating at the Customer's location.~~ If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
  - b. ~~It is the Customer's responsibility to notify OUC of any change to the GPR by submitting a new Interconnection Application and Compliance Form specifying the modifications at least 30 days prior to making the modifications.~~
- 4. OUC Inspection and Approval.
  - a. Customer shall have the installed RGS inspected and approved by the appropriate local code authorities having jurisdiction. OUC reserves the right to require the Customer to provide proof of this inspection and approval.
  - b. Prior to operation, OUC reserves the right to inspect the RGS installation to ensure compliance with the standards and codes noted in the previous sections. If OUC chooses to exercise this option, it agrees to inspect and, if the system is in compliance, provide written approval of the interconnection (using the Interconnection Application and Compliance Form) within ten working days following the request for inspection and approval. Parallel operation of the RGS with the grid shall not begin without the approval of OUC. The customer must notify OUC of any modifications at least 30 days prior to making the modifications.
- 5. Islanding.  
The Customer shall not energize OUC's system when it is de-energized. The Customer shall cease to energize OUC's system during a faulted condition on OUC's system. The Customer shall cease to energize OUC's system prior to the automatic or non-automatic reclosing of OUC's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OUC's systems.



The Reliable One®

City of St. Cloud

~~First~~ ~~Second~~ Revised Sheet No. 8.502  
Canceling ~~Original~~ ~~First~~ ~~Revised~~ Sheet No. 8.502

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 ~~PV system~~**RGS** under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the ~~PV system~~**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,~~or~~
  - d. Failure of the RGS ~~to comply~~**ing** 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** ~~OUC reserves the right to require~~ an isolation device per IEEE 1547-2003. The isolation device shall be a manual disconnect switch of the visible load break type that is both visible and accessible by OUC personnel **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. ~~For residential customers with systems between 10 kW and 20 kW, OUC recommends that the customer maintains an appropriate level of general liability insurance for personal injury and property damage.~~
  - c. Tier 3 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than two million dollars (\$2,000,000). The Customer shall provide **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.



The *Reliable One*®

City of St. Cloud

~~First~~ ~~Second~~ Revised Sheet No. 8.503  
Canceling ~~Original~~ ~~First~~ ~~Revised~~ Sheet No. 8.503

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 greater than 100 kW~~ may require a system study. Additional protective devices may be required, as specified in the OUC "Guide for Producer-Owned Generating Interconnections".