

Billing and Payment Schedule:

- A. Electric meters will be read at regular monthly intervals for billing purposes. The monthly reading dates will not be advanced or postponed for more than five (5) days without sufficient cause. When a meter cannot be read, the meter reading will be estimated using monthly consumption during the preceding twelve (12) months service.
- B. Bills shall be rendered monthly and as promptly as possible after the meter has been read. As a general rule, no more than ten (10) days shall elapse between the meter reading date and the date of the bill, excluding e-FlexPay Program participants.
- C. When bills are produced, the delinquent date on the bill will be eighteen (18) days from the bill date.
- D. Bills are due and payable on the bill date shown on the bill. If payment is not received after proper notice to the customer, utility services will be subject to termination.
- E. If payment is not received by the Utility on the delinquent date listed on the bill, the current bill amount will be subject to a 5% increase.
- F. Average Billing Program will be available to any residential customer who has six (6) months of usage history with a good payment record and is not participating in the e-FlexPay program. A customer may terminate participation at any time and may be terminated from the program by KUA if the customer becomes subject to collection action. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination. Under the Average Billing Program, a Customer is billed monthly on a rolling twelve (12) month average rather than on the basis of current consumption. If the customer's participation in the Average Billing Program is terminated, any amount owed to KUA or to the customer will be applied against the customer's future billings or returned upon request.

G. e-FlexPay Program will be available to single phase residential service customers with an AMI meter with remote connect and disconnect capability. Customers registered for programs such as one or more of the following may not be eligible for e-FlexPay Program: community solar, demand, net metering, outdoor lighting service or the average billing program. A customer may terminate participation at any time and may be terminated from the program if the customer becomes subject to collection action or inactivity. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination.

Under the e-FlexPay Program a customer will:

1. as a condition of establishing an e-FlexPay account, have any outstanding balance remaining after application of accountholder's deposit on file (if any) at the time of the request added to the balance and carried forward ("balance recovery") or if a credit results, it will be applied as a credit to their e-FlexPay account.
2. have 30% of each payment after the initial e-FlexPay account balance is established reduce any balance carried forward, a balance to be recovered by Kissimmee Utility Authority, until such balance is paid in full.
3. not be subject to a utility service deposit, non-payment disconnect fee if remotely disconnected, or item E. above.
4. not be eligible for payment arrangements.
5. be charged daily on the basis of estimated consumption, service and fees, examples include but are not limited to kWh, customer charge and returned item fee, all of which continue to accumulate even if the electric meter is disconnected until an account is terminated and a final bill is issued and available on the KUA customer portal. A monthly reconciliation to actual charges may result in an adjustment charge, which could calculate to be negative. If the customer's participation in the e-FlexPay Program is terminated, any amount according to the final bill owed to KUA will be due on the stated due date or to the customer will be applied against the customer's future billings or returned upon request.

6. establish an initial available e-FlexPay account balance equal to \$50.00 or two times the e-FlexPay Minimum Balance, whichever is greater.
7. maintain throughout the account's duration for usage payments an e-FlexPay Minimum Balance of \$25.00 or this minimum balance may be increased when the estimated billing for service is greater than the minimum, as determined by the Kissimmee Utility Authority.
 - a. be subject to disconnection of electric service which may occur if the account balance drops below the e-FlexPay Minimum Balance.

Deposits:

- A. Applicants, except those participating in the e-FlexPay Program (see tariff sheet 4.0), for utility service are required to post a utility deposit prior to having service provided. The utility service deposit shall be determined as follows:
 1. Residential Service will be a minimum of three hundred forty dollars (\$340.00) or two times the average monthly billing for service as calculated during the preceding twelve (12) months of active service for that location. Without the required billing history, the deposit shall be estimated.
 - a. A residential customer's deposit may be waived if a credit check initiated by the Utility reveals a satisfactory credit history as determined by the Utility.

The required deposit must be paid, or arrangements made for payment, prior to receiving service or restoring service in the case of a former customer returning to the Utility's system with an unpaid previous balance, or in the case where tampering or current diversion have been found by the Utility. The unpaid balance for utility service, tampering or diversion must be paid prior to receiving or restoring service.
 - b. Guarantee – A customer may have their account guaranteed by another residential KUA customer of the same customer class with a satisfactory payment history (as provided herein).
 2. All Non-Residential Service will be a calculated minimum of one hundred dollars (\$100.00).
 - a. Cash, Irrevocable Bank Letter of Credit or Assigned Certificate of Deposit or Surety Bonds - Two times the average monthly billing for service as calculated during the preceding twelve (12) months of active service. Without the required billing history, the deposit shall be estimated.
 3. Deposit for Temporary Electric for Construction shall be:
 - a. Residential - Twenty Dollars (\$20.00)
 - b. Non-Residential – One Hundred Dollars (\$100.00)

- B. Deposits for existing customers, except those participating in the e-FlexPay Program (see tariff sheet 4.0), will be required of any class of utility customers whose utility service has had two (2) forced collections within a twelve (12) month period, or has a non-pay terminate, or has a previous unpaid balance, or where tampering or current diversion have been found by the Utility at the customer's service location, or if the customer has two (2) returned checks in 12 months, or if the customer has write off accounts, or if the customer has filed bankruptcy (consistent with any court order). Notice of the requirement for deposit must be given to the utility customer ~~by first class mail~~, allowing thirty (30) days for payment from the date of ~~mailing notice~~.

If an existing customer fails to pay or fails to agree to and keep satisfactory arrangements to pay a required deposit they will not be eligible for any further arrangements to pay any amounts owed for their actual utility services and will be subject to termination if payments for their actual utility services is not paid when due.

A Non-Residential Service Customer may post a Surety Bond equal to two (2) times the average billing or an Irrevocable Bank Letter of Credit or an assigned Certificate of Deposit equal to two (2) times the average billing for service during the preceding twelve (12) months of active service. In either case, the additional deposit amount will be estimated when there is an absence of the required billing history.

- C. Residential and General Service deposits shall be retained for the life of the account or upon entry into the e-FlexPay Program (see tariff sheet 4.0). The deposits shall be eligible for refund upon discontinuance of service, less such amounts as may be due from the customer entitled to the deposit. Deposits received prior to the effective date of this tariff shall be governed by the previous tariff. If additional deposits are assessed following the effective date of this tariff, the entire deposit is governed by the new tariff.
- D. No customer depositor shall be entitled to receive interest on their cash deposit until the deposit is refunded. Interest shall be calculated monthly and be refunded when the deposit is refunded as provided by this article or by check in the case of a credit balance when the account is terminated. Interest as calculated shall be considered as a part of the deposit for the purpose of application of deposits to unpaid bills. Interest will not be calculated or refunded unless the customer has provided the Utility with a Social Security Number or Federal ID # Number.
- E. Interest shall be calculated and paid based on the moving average rate of the State Board of Administration (SBA) as of the last business day of the second month previous to the date of implementation. Interest shall be compounded monthly. Partial months interest shall be pro-rated based upon that months average interest rate.

Other Charges:

- A. Should the Utility order service disconnected for any reason other than an unsafe or hazardous condition, the following charges will be assessed to the Utility customer's account:
1. If the service is disconnected at the meter, a fee of \$35.00 will be assessed, excluding e-FlexPay Program participants disconnected remotely for non-payment.
 2. If the service is disconnected at the pole or transformer, a fee of \$100.00 will be assessed.
 3. If tampering is detected, a fee of \$150.00 will be assessed (in addition to the disconnect charge) and the following charges may also be assessed:
 - a. Time and cost of materials for replacement of the meter and/or any other Utility equipment.
 - b. Time and materials used during the investigation of the tampering incident.
 - i. Time invested shall be calculated in one hour increments;
 - ii. Charges for time will be calculated at the average hourly salary plus benefits of the: 1) VP of Customer Service; 2) Manager of Support Services; 3) Electric Meter Technician; and 4) Customer Service Representatives;
 - iii. Attorneys fees if applicable.
 - c. To resume service, the customer will be assessed an additional deposit of at least two times the customer's average bill and no less than two times the normal deposit, excluding e-FlexPay Program participants. The deposit shall not be refunded until the customer ceases service with the Utility.
 4. Damage to or replacement of utility equipment based on cost (Various).
- B. Meter Test - A fee of \$50.00 will be assessed for all Utility meter tests requested by the utility customer with the following exceptions: there has not been a meter test during the preceding twelve (12) months or if the utility meter is found to be defective. There will be no fee for these exceptions. No Field Trip fee is assessed for this service.
- C. Initiation of Service, Transfer of Utility Services to a different service location, or Vacation Turn-On - A fee of \$15.00 will be assessed for each of these services.
- D. Field Trip - A fee of \$100.00 will be assessed if a field trip to a location is required. An additional fee of \$100.00 will be assessed for same day service if paid after 5:00 p.m. and if available.
- Examples of services which may occur during a field trip include but are not limited to disconnection, reconnection, initiation of services, transfer of utility services from one service location to another service location, vacation turn-on, or forced collection.
- E. Energy Conservation Energy Audit Charges:
1. Residential Energy Audit - No Charge
 2. Commercial Energy Audit – No Charge
- F. If a check or similar instrument fails to clear the institution on which it is drawn, regardless of the reason, a fee of \$30.00 will be assessed for the handling of the check or instrument.
- G. Public Records Requests Made under Chapter 119, Florida Statutes, commonly known as Florida's 'Public Record Law' – Reimbursements for copies, materials, and applicable labor costs in fulfilling requests made to the utility and subject to recovery by the utility pursuant to Chapter 119, Florida Statutes.

H. Due Diligence

The utility will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents, nor shall the utility be liable for the direct or indirect consequences of interruptions or curtailments made in accordance with the provisions of its rate schedules for interruptible, curtailable, and load management service. The utility shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns or repairs or adjustments, interference by federal, state, or municipal governments, acts of God, or other causes beyond its control.

The following procedures provide for limitations of liability that shall be construed as additions to (and not in lieu of) the limitations of liability set forth above.

1. **Priority of Curtailment:** In an emergency, at its sole discretion, KUA may interrupt, curtail, or suspend electric service to all or some of its customers. The selection by KUA of the customers to be interrupted, curtailed or suspended shall be conclusive on all parties concerned and KUA shall not be held liable with respect to any interruption, curtailment or suspension.
2. **Restoration of Service:** In the event of an interruption, curtailment or suspension of electric service for any cause, KUA reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable, consistent with all safety concerns. KUA shall not be held liable for failure to render adequate electric service because of KUA's preservation of system integrity as a priority in the restoration of a customer, nor shall KUA be held liable for any other aspect of determining priority of restoration.
3. **Notification of Interruption:** Whenever service is interrupted, curtailed or suspended for the purpose of performing planned work, the work shall be done at a time, if practicable, which will cause the least inconvenience to customers, and KUA shall attempt to notify in advance (except in cases of emergency or unplanned interruptions, curtailments or suspensions) those customers whom KUA knows will be affected; provided, however, that KUA shall not be liable in any way whatsoever for any failure to give such notice.

I. Advanced Metering Infrastructure (AMI) opt-out

The following conditions and charges will apply to customers that opt-out of the automated meter program.

1. KUA will not receive automatic outage notification or restoration verification
2. Data for usage patterns will not be available
3. A monthly meter reading fee of \$15 will apply
4. One time installation charge:
 - a. No charge on initial deployment
 - b. No charge on subsequent swap out as long as inventory supports; \$100 thereafter
5. Are not eligible to participate in e-FlexPay Program (see tariff 4.0).

Applicability:

To be added to monthly rate of each filed rate schedule.

Cost of Power Adjustment:

The monthly bill computed under the appropriate retail rate schedule will be increased or decreased by an amount equal to the result of multiplying the kWh measured at each customer's meter by the Cost of Power Adjustment (COPA) factor, which is determined as follows:

$$COPA = \frac{\{Actual COPA SUP^{(-2)}\} + \{Actual COPA SUP^{(-1)}\} + \{Actual COPA SUP^{(E)}\}}{3} + \frac{\{COPA Account Balance \times 0.25\}}{Net Energy}$$

$$COPA = \frac{ACTUAL COPA^{(-2)} + ACTUAL COPA^{(-1)} + ACTUAL COPA^{(E)} + ACTUAL COPA^{(E+1)}}{4} + \frac{COPA ACCOUNT Balance \times 0.25}{Net Energy} + \frac{RATE STABILIZATION Adjustment}{Net Energy}$$

Further

$$ACTUAL COPA = \frac{\{Total Energy Cost\}}{Net Energy} - \frac{Base Energy Cost}{Net Energy}$$

$$ACTUAL COPA = \frac{Total Energy Cost - Base Energy Cost}{Net Energy}$$

The following definitions will apply:

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| COPA: | Cost of Power Adjustment in dollars per kWh rounded to the nearest one thousandth of a cent applicable to bills normally rendered on or after the first of the month immediately succeeding the current month. |
| TOTAL ENERGY COST: | Total applicable estimated energy costs during the current month. Total applicable energy costs include costs of all fuels, lubricating oils, all purchased power to serve KUA's retail customers and any other costs which the KUA's Board deem as appropriate from time to time minus KUA's cost of any energy recouped by means of a bulk power sale. |
| NET ENERGY: | Estimated net kilowatt-hours sold to all KUA's retail customer during the current applicable month which is determined as the KUA system efficiency factor times the aggregate of the net energy generated plus all purchased energy minus energy sold. |
| BASE ENERGY COST: | The cost in \$/kWh of all fuel, lubricating oil and purchased power already included in KUA's base energy rates. |
| ACTUAL COPA ^(E+1): | Cost of Power Adjustment for the month immediately succeeding the current month. This figure is obtained by dividing the total estimated energy cost as defined earlier by the net estimated energy as defined earlier; then subtracting from it the base energy cost. |
| ACTUAL COPA ^(E): | Cost of Power Adjustment for the current month. This figure is obtained by dividing the total estimated energy cost as defined earlier by the net estimated energy as defined earlier; then subtracting from it the base energy cost. |

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| ACTUAL COPA (-1): | Actual COPA calculated for the month immediately prior to the current month. |
| ACTUAL COPA (-2): | Actual COPA calculated for the month previous to immediately preceding month. |
| COPA ACCOUNT: | The cumulative amounts in dollars of over recovery (negative) or under recovery (positive) of total energy costs during the months prior to the current month added to the estimated amount of such over or under recovery of energy costs during the current month <u>and the month immediately succeeding the current month</u> . Each difference between billed energy costs and actual total energy costs (as defined above) incurred during the same period. |
| 0.25: | A dampening factor. |
| <u>RATE STABILIZATION:</u> | <u>The adjustment amount in dollars to be utilized in order to stabilize rates related to total energy costs (as defined above) which the KUA's Board deem as appropriate from time to time.</u> |

THE BASE RATES CURRENTLY CONTAIN \$0.09233 PER KWH IN FUEL COST.

Public Service Tax:

All accounts located outside the corporate limits of the City of Kissimmee and not within the corporate limits of any other city located within Osceola County are subject to the County Public Service Tax, which rate is equal to the Municipal Utility Tax. The Public Service Tax is the applicable percent of the monthly rate charges (plus all adjustments). This charge does not apply to the fuel costs contained in the energy charge of each rate class above a cost of **\$0.010301** per kWh.

Municipal Utility Tax:

The applicable percent of the monthly rate charges (plus all adjustments) as determined by the City of Kissimmee or other incorporated cities within Osceola County ("Cities") on all accounts located within the corporate limits of the Cities. This charge does not apply to the fuel costs contained in the energy charge of each rate class above a cost of **\$0.010301** per kWh.

State Sales Tax:

The applicable percent of the monthly rate charges (plus all adjustments) as determined by the State of Florida.

Gross Receipts Tax:

The applicable percent of the monthly rate charges as determined by the State of Florida.

Billing and Payment Schedule:

- A. Electric meters will be read at regular monthly intervals for billing purposes. The monthly reading dates will not be advanced or postponed for more than five (5) days without sufficient cause. When a meter cannot be read, the meter reading will be estimated using monthly consumption during the preceding twelve (12) months service.
- B. Bills shall be rendered monthly and as promptly as possible after the meter has been read. As a general rule, no more than ten (10) days shall elapse between the meter reading date and the date of the bill, excluding e-FlexPay Program participants.
- C. When bills are produced, the delinquent date on the bill will be eighteen (18) days from the bill date.
- D. Bills are due and payable on the bill date shown on the bill. If payment is not received after proper notice to the customer, utility services will be subject to termination.
- E. If payment is not received by the Utility on the delinquent date listed on the bill, the current bill amount will be subject to a 5% increase.
- F. Average Billing Program will be available to any residential customer who has six (6) months of usage history with a good payment record and is not participating in the e-FlexPay program. A customer may terminate participation at any time and may be terminated from the program by KUA if the customer becomes subject to collection action. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination. Under the Average Billing Program, a Customer is billed monthly on a rolling twelve (12) month average rather than on the basis of current consumption. If the customer's participation in the Average Billing Program is terminated, any amount owed to KUA or to the customer will be applied against the customer's future billings or returned upon request.
- G. e-FlexPay Program will be available to single phase residential service customers with an AMI meter with remote connect and disconnect capability. Customers registered for programs such as one or more of the following may not be eligible for e-FlexPay Program: community solar, demand, net metering, outdoor lighting service or the average billing program. A customer may terminate participation at any time and may be terminated from the program if the customer becomes subject to collection action or inactivity. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination.

Under the e-FlexPay Program a customer will:

1. as a condition of establishing an e-FlexPay account, have any outstanding balance remaining after application of accountholder's deposit on file (if any) at the time of the request added to the balance and carried forward ("balance recovery") or if a credit results, it will be applied as a credit to their e-FlexPay account.
2. have 30% of each payment after the initial e-FlexPay account balance is established reduce any balance carried forward, a balance to be recovered by Kissimmee Utility Authority, until such balance is paid in full.
3. not be subject to a utility service deposit, non-payment disconnect fee if remotely disconnected, or item E. above.
4. not be eligible for payment arrangements.
5. be charged daily on the basis of estimated consumption, service and fees, examples include but are not limited to kWh, customer charge and returned item fee, all of which continue to accumulate even if the electric meter is disconnected until an account is terminated and a final bill is issued and available on the KUA customer portal. A monthly reconciliation to actual charges may result in an adjustment charge, which could calculate to be negative. If the customer's participation in the e-FlexPay Program is terminated, any amount according to the final bill owed to KUA will be due on the stated due date or to the customer will be applied against the customer's future billings or returned upon request.

6. establish an initial available e-FlexPay account balance equal to \$50.00 or two times the e-FlexPay Minimum Balance, whichever is greater.
7. maintain throughout the account's duration for usage payments an e-FlexPay Minimum Balance of \$25.00 or this minimum balance may be increased when the estimated billing for service is greater than the minimum, as determined by the Kissimmee Utility Authority.
 - a. be subject to disconnection of electric service which may occur if the account balance drops below the e-FlexPay Minimum Balance.

Deposits:

- A. Applicants, except those participating in the e-FlexPay Program (see tariff sheet 4.0), for utility service are required to post a utility deposit prior to having service provided. The utility service deposit shall be determined as follows:
 1. Residential Service will be a minimum of three hundred forty dollars (\$340.00) or two times the average monthly billing for service as calculated during the preceding twelve (12) months of active service for that location. Without the required billing history, the deposit shall be estimated.
 - a. A residential customer's deposit may be waived if a credit check initiated by the Utility reveals a satisfactory credit history as determined by the Utility.

The required deposit must be paid, or arrangements made for payment, prior to receiving service or restoring service in the case of a former customer returning to the Utility's system with an unpaid previous balance, or in the case where tampering or current diversion have been found by the Utility. The unpaid balance for utility service, tampering or diversion must be paid prior to receiving or restoring service.
 - b. Guarantee – A customer may have their account guaranteed by another residential KUA customer of the same customer class with a satisfactory payment history (as provided herein).
 2. All Non-Residential Service will be a calculated minimum of one hundred dollars (\$100.00).
 - a. Cash, Irrevocable Bank Letter of Credit or Assigned Certificate of Deposit or Surety Bonds - Two times the average monthly billing for service as calculated during the preceding twelve (12) months of active service. Without the required billing history, the deposit shall be estimated.
 3. Deposit for Temporary Electric for Construction shall be:
 - a. Residential - Twenty Dollars (\$20.00)
 - b. Non-Residential – One Hundred Dollars (\$100.00)

- B. Deposits for existing customers, except those participating in the e-FlexPay Program (see tariff sheet 4.0), will be required of any class of utility customers whose utility service has had two (2) forced collections within a twelve (12) month period, or has a non-pay terminate, or has a previous unpaid balance, or where tampering or current diversion have been found by the Utility at the customer's service location, or if the customer has two (2) returned checks in 12 months, or if the customer has write off accounts, or if the customer has filed bankruptcy (consistent with any court order). Notice of the requirement for deposit must be given to the utility customer, allowing thirty (30) days for payment from the date of notice.

If an existing customer fails to pay or fails to agree to and keep satisfactory arrangements to pay a required deposit they will not be eligible for any further arrangements to pay any amounts owed for their actual utility services and will be subject to termination if payments for their actual utility services is not paid when due.

A Non-Residential Service Customer may post a Surety Bond equal to two (2) times the average billing or an Irrevocable Bank Letter of Credit or an assigned Certificate of Deposit equal to two (2) times the average billing for service during the preceding twelve (12) months of active service. In either case, the additional deposit amount will be estimated when there is an absence of the required billing history.

- C. Residential and General Service deposits shall be retained for the life of the account or upon entry into the e-FlexPay Program (see tariff sheet 4.0). The deposits shall be eligible for refund upon discontinuance of service, less such amounts as may be due from the customer entitled to the deposit. Deposits received prior to the effective date of this tariff shall be governed by the previous tariff. If additional deposits are assessed following the effective date of this tariff, the entire deposit is governed by the new tariff.
- D. No customer depositor shall be entitled to receive interest on their cash deposit until the deposit is refunded. Interest shall be calculated monthly and be refunded when the deposit is refunded as provided by this article or by check in the case of a credit balance when the account is terminated. Interest as calculated shall be considered as a part of the deposit for the purpose of application of deposits to unpaid bills. Interest will not be calculated or refunded unless the customer has provided the Utility with a Social Security Number or Federal ID # Number.
- E. Interest shall be calculated and paid based on the moving average rate of the State Board of Administration (SBA) as of the last business day of the second month previous to the date of implementation. Interest shall be compounded monthly. Partial months interest shall be pro-rated based upon that months average interest rate.

Other Charges:

- A. Should the Utility order service disconnected for any reason other than an unsafe or hazardous condition, the following charges will be assessed to the Utility customer's account:
1. If the service is disconnected at the meter, a fee of \$35.00 will be assessed, excluding e-FlexPay Program participants disconnected remotely for non-payment.
 2. If the service is disconnected at the pole or transformer, a fee of \$100.00 will be assessed.
 3. If tampering is detected, a fee of \$150.00 will be assessed (in addition to the disconnect charge) and the following charges may also be assessed:
 - a. Time and cost of materials for replacement of the meter and/or any other Utility equipment.
 - b. Time and materials used during the investigation of the tampering incident.
 - i. Time invested shall be calculated in one hour increments;
 - ii. Charges for time will be calculated at the average hourly salary plus benefits of the: 1) VP of Customer Service; 2) Manager of Support Services; 3) Electric Meter Technician; and 4) Customer Service Representatives;
 - iii. Attorneys fees if applicable.
 - c. To resume service, the customer will be assessed an additional deposit of at least two times the customer's average bill and no less than two times the normal deposit, excluding e-FlexPay Program participants. The deposit shall not be refunded until the customer ceases service with the Utility.
 4. Damage to or replacement of utility equipment based on cost (Various).
- B. Meter Test - A fee of \$50.00 will be assessed for all Utility meter tests requested by the utility customer with the following exceptions: there has not been a meter test during the preceding twelve (12) months or if the utility meter is found to be defective. There will be no fee for these exceptions. No Field Trip fee is assessed for this service.
- C. Initiation of Service, Transfer of Utility Services to a different service location, or Vacation Turn-On - A fee of \$15.00 will be assessed for each of these services.
- D. Field Trip - A fee of \$100.00 will be assessed if a field trip to a location is required. An additional fee of \$100.00 will be assessed for same day service if paid after 5:00 p.m. and if available.
- Examples of services which may occur during a field trip include but are not limited to disconnection, reconnection, initiation of services, transfer of utility services from one service location to another service location, vacation turn-on, or forced collection.
- E. Energy Conservation Energy Audit Charges:
1. Residential Energy Audit - No Charge
 2. Commercial Energy Audit – No Charge
- F. If a check or similar instrument fails to clear the institution on which it is drawn, regardless of the reason, a fee of \$30.00 will be assessed for the handling of the check or instrument.
- G. Public Records Requests Made under Chapter 119, Florida Statutes, commonly known as Florida's 'Public Record Law' – Reimbursements for copies, materials, and applicable labor costs in fulfilling requests made to the utility and subject to recovery by the utility pursuant to Chapter 119, Florida Statutes.

H. Due Diligence

The utility will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents, nor shall the utility be liable for the direct or indirect consequences of interruptions or curtailments made in accordance with the provisions of its rate schedules for interruptible, curtailable, and load management service. The utility shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns or repairs or adjustments, interference by federal, state, or municipal governments, acts of God, or other causes beyond its control.

The following procedures provide for limitations of liability that shall be construed as additions to (and not in lieu of) the limitations of liability set forth above.

1. **Priority of Curtailment:** In an emergency, at its sole discretion, KUA may interrupt, curtail, or suspend electric service to all or some of its customers. The selection by KUA of the customers to be interrupted, curtailed or suspended shall be conclusive on all parties concerned and KUA shall not be held liable with respect to any interruption, curtailment or suspension.
2. **Restoration of Service:** In the event of an interruption, curtailment or suspension of electric service for any cause, KUA reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable, consistent with all safety concerns. KUA shall not be held liable for failure to render adequate electric service because of KUA's preservation of system integrity as a priority in the restoration of a customer, nor shall KUA be held liable for any other aspect of determining priority of restoration.
3. **Notification of Interruption:** Whenever service is interrupted, curtailed or suspended for the purpose of performing planned work, the work shall be done at a time, if practicable, which will cause the least inconvenience to customers, and KUA shall attempt to notify in advance (except in cases of emergency or unplanned interruptions, curtailments or suspensions) those customers whom KUA knows will be affected; provided, however, that KUA shall not be liable in any way whatsoever for any failure to give such notice.

I. Advanced Metering Infrastructure (AMI) opt-out

The following conditions and charges will apply to customers that opt-out of the automated meter program.

1. KUA will not receive automatic outage notification or restoration verification
2. Data for usage patterns will not be available
3. A monthly meter reading fee of \$15 will apply
4. One time installation charge:
 - a. No charge on initial deployment
 - b. No charge on subsequent swap out as long as inventory supports; \$100 thereafter
5. Are not eligible to participate in e-FlexPay Program (see tariff 4.0).

Applicability:

To be added to monthly rate of each filed rate schedule.

Cost of Power Adjustment:

The monthly bill computed under the appropriate retail rate schedule will be increased or decreased by an amount equal to the result of multiplying the kWh measured at each customer's meter by the Cost of Power Adjustment (COPA) factor, which is determined as follows:

$$COPA = \frac{ACTUAL COPA^{(-2)} + ACTUAL COPA^{(-1)} + ACTUAL COPA^{(E)} + ACTUAL COPA^{(E+1)}}{4} + \frac{COPA ACCOUNT Balance \times 0.25}{Net Energy} + \frac{RATE STABILIZATION Adjustment}{Net Energy}$$

Further

$$ACTUAL COPA = \frac{Total Energy Cost}{Net Energy} - Base Energy Cost$$

The following definitions will apply:

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|--------------------------------------|--|
| COPA: | Cost of Power Adjustment in dollars per kWh rounded to the nearest one thousandth of a cent applicable to bills normally rendered on or after the first of the month immediately succeeding the current month. |
| TOTAL ENERGY COST: | Total applicable estimated energy costs during the current month. Total applicable energy costs include costs of all fuels, lubricating oils, all purchased power to serve KUA's retail customers and any other costs which the KUA's Board deem as appropriate from time to time minus KUA's cost of any energy recouped by means of a bulk power sale. |
| NET ENERGY: | Estimated net kilowatt-hours sold to all KUA's retail customer during the applicable month which is determined as the KUA system efficiency factor times the aggregate of the net energy generated plus all purchased energy minus energy sold. |
| BASE ENERGY COST: | The cost in \$/kWh of all fuel, lubricating oil and purchased power already included in KUA's base energy rates. |
| ACTUAL COPA ^(E+1): | Cost of Power Adjustment for the month immediately succeeding the current month. This figure is obtained by dividing the total estimated energy cost as defined earlier by the net estimated energy as defined earlier; then subtracting from it the base energy cost. |
| ACTUAL COPA ^(E): | Cost of Power Adjustment for the current month. |

| | |
|----------------------------|---|
| ACTUAL COPA (-1): | Actual COPA calculated for the month immediately prior to the current month. |
| ACTUAL COPA (-2): | Actual COPA calculated for the month previous to immediately preceding month. |
| COPA ACCOUNT: | The cumulative amounts in dollars of over recovery (negative) or under recovery (positive) of total energy costs during the months prior to the current month added to the estimated amount of such over or under recovery of energy costs during the current month and the month immediately succeeding the current month. Each difference between billed energy costs and actual total energy costs (as defined above) incurred during the same period. |
| 0.25: | A dampening factor. |
| RATE STABILIZATION: | The adjustment amount in dollars to be utilized in order to stabilize rates related to total energy costs (as defined above) which the KUA's Board deem as appropriate from time to time. |

THE BASE RATES CURRENTLY CONTAIN \$0.09233 PER KWH IN FUEL COST.**Public Service Tax:**

All accounts located outside the corporate limits of the City of Kissimmee and not within the corporate limits of any other city located within Osceola County are subject to the County Public Service Tax, which rate is equal to the Municipal Utility Tax. The Public Service Tax is the applicable percent of the monthly rate charges (plus all adjustments). This charge does not apply to the fuel costs contained in the energy charge of each rate class above a cost of **\$0.010301** per kWh.

Municipal Utility Tax:

The applicable percent of the monthly rate charges (plus all adjustments) as determined by the City of Kissimmee or other incorporated cities within Osceola County ("Cities") on all accounts located within the corporate limits of the Cities. This charge does not apply to the fuel costs contained in the energy charge of each rate class above a cost of **\$0.010301** per kWh.

State Sales Tax:

The applicable percent of the monthly rate charges (plus all adjustments) as determined by the State of Florida.

Gross Receipts Tax:

The applicable percent of the monthly rate charges as determined by the State of Florida.



AGENDA ITEM REQUEST

Meeting Date: June 18, 2025

Requesting Department: Finance & Administration

Prepared By: Kevin Crawford, VP of Finance & Administration

Subject: Authorization to Initiate Updates to the Electric Service Tariffs

Explanation:

Staff will be recommending the following tariff changes to the Florida Public Service Commission for review and approval:

- Miscellaneous 4.0, 5.0, 5.1, 6.0, 6.1
 - Update tariff to establish and define the e-FlexPay Program.
 - This program will allow eligible residential customers after enrollment to:
 - prepay for service
 - eliminate deposit requirements
 - not be subject to disconnect or late fees
- Billing Adjustments 14.0, 14.1
 - Update tariff to calculate the Cost of Power Adjustment for one month further ahead and incorporate the Rate Stabilization Adjustment so the rate is available for the e-FlexPay Program.

Recommendation:

Authorize staff to send tariff sheets to the Florida Public Service Commission for review and advertise for a public hearing on August 6, 2025, with tariffs to be effective September 1, 2025, contingent on approval at the public hearing.

Requesting Department(s) Approval(s):

Agenda Category: _____ _____ _____ X _____ _____ _____
 Awards Info. Old New Staff Consent Other
 Pres. Business Business Reports Agenda

President & General Manager Approval For The Agenda:

History/Background:

- Existing Miscellaneous tariff sheets 4.0, 5.1 have been in place since Feb 1, 2015, while 5.0, 6.0, 6.1 have been in place since May 1, 2023.
 - KUA utilizes automated metering infrastructure which allows remote disconnect and reconnect, and by combining it with billing software capability is now able to offer eligible customers the ability to prepay for service defined in the e-FlexPay Program.
- Existing Billing Adjustment tariff sheets 14.0 and 14.1 have been in place since July 1, 1998 and May 1, 2023, respectively.
 - Revisions to these tariffs provide the necessary calculations that allow KUA to continue adjusting rates for fuel price fluctuations to recover the ever-changing cost of fuel and purchase power, the use of rate stabilization funds and at the same time, provide the rates on a timeline necessary to implement the e-FlexPay Program.

Fiscal Impact:

- Miscellaneous tariff sheets 4.0, 5.0, 5.1, 6.0, 6.1
 - No change in metered sales revenue billed.
 - Fiscal impact will vary depending on the level of customers who decide to participate in the e-FlexPay Program related to:
 - deposits are expected to decline.
 - Participants may not currently have a deposits.
 - late fees are expected to decline.
 - Participants may not currently incur a late fee.
 - amount of write-off accounts for participants is projected to be zero.
 - amount of collections from participants with accounts written off is projected to increase.
 - More customers are anticipated to be able to restart service and have 30% of each payment applied to their balance recovery.
 - Participants may not currently owe a written off balance.
- Miscellaneous tariff sheets 14.0, 14.1
 - No impact on the Change in Net Position. No long term impact to the Statement of Net Position will result from the amount due from or to the customers for the cost of fuel and purchase power. While the amount may fluctuate more as a result of estimating two months ahead instead of one month, the calculation considers the changes and moves the balance towards zero.