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July 3, 2025

Ms. Shannon Hudson
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. Hudson:

Orlando Utilities Commission ("OUC") hereby submits for your review, changes to tariffs for its fuel charge and miscellaneous changes, along with the support materials used to generate the rates and charges. On August 12, 2025, OUC staff will present these proposed changes to the Orlando Utilities Commission Board for adoption. Once approved, the changes will become effective October 1, 2025, with the exception of the Electric Line Extension Policy which will become effective January 1, 2026.

OUC is also submitting the associated changes to the utility tariffs for the City of St. Cloud ("St. Cloud"). In accordance with the inter-local agreement between OUC and St. Cloud, St. Cloud's base rates and fuel charges are calculate based on OUC's rates and charges, plus a 4 percent adder for all customer classes. The changes will become effective October 1, 2025, with the exception of the Electric Line Extension Policy which will become effective January 1, 2026.

Sales Forecast

Actual sales from October 1, 2025, through September 30, 2026 ("Budget Year") are forecasted at 6,598,454,757 kWh for Orlando and 1,009,161,235 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

ORLANDO UTILITIES COMMISSION

Table 1, columns C and H. The development of the time period weighting factors is shown on Tables 2 and 3 for the time of use rate classes and the time of day rate classes, respectively. 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 used in the proposed fuel charge rate design.

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 \$363,585,544, 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 \$0.04767 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 \$0.04767 producing the appropriate fuel charge for each rate class for both Orlando and St. Cloud.

Bill Impacts

The changes in fuel charges described above represents an overall increase in fuel revenues of 23.3 percent. The net impact is an increase in total base and fuel revenues of 8.1 percent for the Budget Year. The residential bill for 1,000 kWh will increase \$9.00 to \$134.00 for customers in Orlando and increase \$9.36 to \$139.36 for customers in St. Cloud. The majority of commercial customers will experience monthly bill increases of 7.5 percent to 10.3 percent depending on their applicable rate schedule and load characteristics. Table 6 (Revenue Impacts) shows the projected revenue increase for each rate class.

Miscellaneous Changes

Multiple Meter Sets/Trip Charges

OUC Tariff Sheet Nos. 3.010 and 3.300

St. Cloud Tariff Sheet Nos. 5.01 and 5.30

Clarification on charges for multiple trips to customer sites are needed as a result of a customer's failure to accept requested work when scheduled or other Customer causes beyond OUC's control.

Electric Line Extension Policy

OUC Tariff Sheet No. 3.020

St. Cloud Tariff Sheet No. 5.02

As a result of increased infrastructure costs for certain materials and supplies, the required contribution in aid of construction amounts are increasing effective January 1, 2026 (see Table 7).

Ms. Shannon Hudson

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Non-Standard Meter Rider

OUC Tariff Sheet Nos. 5.000 and 5.930

St. Cloud Tariff Sheet Nos. 7.000 and 7.930

This voluntary rider is being sunset as there are fewer than 100 customers currently on the tariff and a recent analysis shows the cost to provide this option to customers would necessitate a fourfold increase in the monthly rate.

OUConvenient Lighting Service Agreements

OUC Tariff Sheet Nos. 6.001, 6.740, 6.755 to 6.769, and 6.770 to 6.784

OUC is closing its current Service Agreement for Lighting Service to new customers and adding a new agreement titled "Service Agreement for Lighting Service" which clarifies that the cost to remove the lighting system at the end of the initial term is the customer's responsibility.

OUC is also adding a new agreement titled "Service Agreement for Ongoing Lighting Service" with a 10-year term to accommodate existing customers whose agreement has reached the end of its initial term.

The revised tariff sheets in legislative form and final form are attached. If you have any questions, please do not hesitate to call David Herrick, Supervisor, Corporate Analytics and Planning, at (407) 434-2473.

Sincerely,



W. Christopher Browder
Chief Legal Officer
Enclosures

CC: Mr. Clint Bullock
Mr. Chris McCullion
Ms. Veronica Miller

OUC Electric Final Form

MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes	\$170.00
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If OUC is unable to set the meter during the initial site visit due to the site not being ready or for some other reason beyond OUC's control requiring OUC to make subsequent trips, then in each instance, an Electric Service Truck Trip Charge shall be applied to the customer's account.

Multiple Meter Sets:

For new multiple meters being set, there will be a trip charge of \$170.00 per trip plus \$15.00 for each meter being set. Eligibility requirements for two or more meters being set are:

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

Transfer Connection Charge:

All Classes	\$25.00
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Non-Pay Disconnect / Reconnect:

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

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

Bad Check:

All Classes	\$25.00
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ELECTRIC LINE EXTENSION POLICY

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

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

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

In addition, the customer will pay 39% of OUC's onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc...) that is in addition to OUC's design, if approved by OUC, will be 100% chargeable to the customer.

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

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

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

TRIP CHARGES

Service Order Field Operations Trip Charge

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

Examples of these types of trips include but are not limited to: unlocking/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power is either on or off, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

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

Electric Service Truck Trip Charge

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

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

In each of these instances a \$70.00 trip charge will be applied to the customer's account to recover costs.

Cut Seal Trip Charge

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

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

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

INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
BA	Additional Billing Charges	5.010
RS	Residential	5.100
RS-T	Residential – Time of Use Pilot	5.120
	(Closed to new customers as of June 1, 2022)	
PSR	Prepaid Electric Service Rider	5.110-5.111
GS	General Service – Non-Demand	5.200
GS-T	General Service – Non-Demand – Time of Use Pilot	5.220
	(Closed to new customers as of June 1, 2022)	
GSD-SEC	General Service Demand Secondary	5.300-5.301
GSD-SEC-T	General Service Demand Secondary - Time of Day	5.310-5.311
GSD-PRI	General Service Demand Primary	5.400-5.401
EVPC	Public Charging for Electric Vehicles - Pilot	5.470
SL	Street Light Service	5.500-5.503
	Terms of Payment	5.600
SS	Standby Service	5.700-5.702
GSD-CR	General Service Demand - Curtailable Rider	5.800-5.801
TMR	Totalized Metering Rider	5.900
	(Closed to new Totalizers and modification of existing Totalizers as of October 1, 2024)	
CSFR1	Community Solar Farm Rider 1	5.920-5.921
	(Closed to new customers as of January 1, 2018)	
CSFR2	Community Solar Farm Rider 2	5.925
CSFR3	SunChoice Community Solar Farm Rider 3	5.927
EDR	Economic Development Rider	5.940-5.941
CISR	Commercial/Industrial Service Rider	5.950-5.951

BA

ADDITIONAL BILLING CHARGES RATE SCHEDULE - BA

Applicability:

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

Fuel Charges:

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

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

Gross Receipts Tax:

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

Municipal Tax:

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

Sales Tax:

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

Reserved for Future Use

Index Standard Forms and Contracts

Continued from Sheet No. 6.000

Description	Sheet No.
Standby Service Agreement	6.200 – 6.204
Interconnection Application and Compliance Form for Renewable Generation Systems Up to 2MW	6.450
Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW	6.500
Interconnection Application and Compliance Form for Generation Systems Up to 2 MW	6.500 – 6.504
Economic Development Rider Service Agreement	6.600
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	6.601 – 6.607
Service Agreement for Lighting Service (Closed to New Customers as of June 1, 2022)	6.700 – 6.712
Service Agreement for Lighting Service (Closed to New Customers as of October 1, 2024)	6.720 – 6.734
Service Agreement for Lighting Service (Closed to New Customers as of October 1, 2025)	6.740 – 6.754
Service Agreement for Lighting Service	6.755 – 6.769
Service Agreement for Ongoing Lighting Service	6.770 – 6.784
Service Agreement for Sports Lighting Service	6.800 – 6.811



SERVICE AGREEMENT FOR LIGHTING SERVICE

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

This Agreement is entered into this _____ day of _____, 20____, by and between Orlando Utilities Commission, whose address is 100 West Anderson Street, Orlando, Florida 32801 and

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

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.
2. "Banner Arms" has the meaning as set forth in Section 6.
3. "Billing Cycle" shall mean the time between the last statement closing date and the next.
4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. "Design Modifications" has the meaning as set forth in Exhibit 1.
6. "Force Majeure Event" means any event beyond OUC's reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service.
7. "Initial Term" has the meaning as set forth in Section 5.
8. "Installation Date" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the Lighting Equipment.
9. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
10. "Lighting Equipment Charge" has the meaning set forth in Exhibit 1.
11. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.
12. "OUC" shall mean Orlando Utilities Commission, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

Continued on Sheet 6.741



The *Reliable One*

Orlando Utilities Commission

Original Sheet No. 6.755

SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this ____ day of _____, 20__, by and between Orlando Utilities Commission, whose address is 100 West Anderson Street, Orlando, Florida 32801 and

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

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.
2. "Banner Arms" has the meaning as set forth in Section 6.
3. "Billing Cycle" shall mean the time between the last statement closing date and the next.
4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. "Design Modifications" has the meaning as set forth in Exhibit 1.
6. "Force Majeure Event" means any event beyond OUC's reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service.
7. "Initial Term" has the meaning as set forth in Section 5.
8. "Installation Date" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the Lighting Equipment.
9. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
10. "Lighting Equipment Charge" has the meaning set forth in Exhibit 1.
11. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.
12. "OUC" shall mean Orlando Utilities Commission, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

Continued on Sheet 6.756

Continued From Sheet No. 6.755

13. "Property" has the meaning as set forth in Section 1.
14. "Subsequent Term" has the meaning as set forth in Section 5.
15. "Underground Facilities" has the meaning as set forth in Section 4.

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

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the Customer's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill Customer, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however, that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1.

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

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may obstruct light output from the Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1.

SECTION 3: EASEMENTS AND ACCESS

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

Continued on Sheet 6.757

Continued From Sheet No. 6.756

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out lamps) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the Customer to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and Customer or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the Customer, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC Lighting Equipment.

Continued on Sheet 6.758



Continued From Sheet No. 6.757

- 4.5 OUC may, at any time and without the need for Customer's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the Customer agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by Customer, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. Responsibility to repair or replace damage to any Customer installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 Customer shall be entitled to assign its rights under this Agreement to the Customer's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the successor in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation, or undertakings by OUC to third parties.
- 4.10 Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC or the Customer. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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Continued From Sheet No. 6.758

- 4.11 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Customer and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 Customer shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the Customer, as described under this paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of OUC's sole negligence, the Customer agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

- 5.1 The initial term of this Agreement (the "Initial Term") shall be for 20 years and thereafter shall automatically renew for additional terms of ten (10) years hence ("Subsequent Term"). The Initial Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all installed and energized Lighting Equipment or the Lighting Equipment Charge portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

Continued on Sheet 6.760

Continued From Sheet No. 6.759

- 5.2 The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the Customer is not ready and able to accept installation of the Lighting Equipment, OUC shall bill Customer monthly for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge, until such time as the Customer is able to commence accepting installation as set forth herein. Customer may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original Installation Date, Customer shall not be responsible for paying the monthly bill for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying the monthly bill for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge if Customer is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when Customer changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to the Monthly Lighting Service Charge, excluding electric energy, as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual adjustment does not exceed three percent (3%).
- 5.5 OUC or the Customer may opt to terminate the Agreement at the end of the Initial or Subsequent Terms by providing to the Customer or OUC at least sixty (60) days advance written notice. In the event that this agreement is terminated before the end of the Initial or Subsequent Terms, Customer shall be liable to OUC for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Initial or Subsequent Terms and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. At the end of the Initial Term of this agreement, Customer shall be liable to OUC for the cost incurred by OUC to remove the Lighting Equipment.

In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Initial or Subsequent Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to Customer and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

Continued on Sheet 6.761

Continued From Sheet No. 6.760

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

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

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

Continued on Sheet 6.762

Continued From Sheet No. 6.761

- 6.5 Time Is of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 6.8 The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not

Continued on Sheet 6.763



The *Reliable One*

Orlando Utilities Commission

Original Sheet No. 6.763

Continued From Sheet No. 6.762

limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet 6.764



The *Reliable One*

Orlando Utilities Commission

Original Sheet No. 6.764

Continued From Sheet No. 6.763

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

Federal ID#: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet 6.765



Continued From Sheet No. 6.764

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

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

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

Continued on Sheet 6.766



Continued From Sheet No. 6.765

EXHIBIT 1

A. LIGHTING SERVICE FEES:

Monthly Lighting Service Charge:

Lighting Equipment Charge	\$ _____
Maintenance Charge	\$ _____
<u>Electric energy</u>	<u>\$ _____</u>
Total*	\$ _____
Upfront Charge	\$ _____

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

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

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

B. ANNUAL LIGHTING SERVICE FEE ADJUSTMENT

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

Continued on Sheet 6.767



Continued From Sheet No. 6.766

EXHIBIT 1 (continued)

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

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

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

Customer Installed Lighting Equipment:

D. PHASED INSTALLATION PLAN

[ALL AT ONCE] []

E. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

Continued on Sheet 6.768

Continued From Sheet No. 6.767

EXHIBIT 1 (continued)

F. LEGAL DESCRIPTION OF THE PROPERTY

G. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____

Premise Address: _____

City, State, Zip: _____

Premise Number: _____

H. BILLING INFORMATION

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

I. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____

Work Request No: _____

Comments: _____

Continued on Sheet 6.769

Continued From Sheet No. 6.768

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

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

Investment _____ Maintenance _____ Fuel & Energy _____

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

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

Investment _____ Maintenance _____ Fuel & Energy _____

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

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Service Agreement for Ongoing Lighting Service

This Agreement is entered into this _____ day of _____, 20__, by and between Orlando Utilities Commission, whose address is 100 West Anderson Street, Orlando, Florida 32801 and

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

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.
2. "Banner Arms" has the meaning as set forth in Section 6.
3. "Billing Cycle" shall mean the time between the last statement closing date and the next.
4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. "Force Majeure Event" means any event beyond OUC's reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service.
6. "Term" has the meaning as set forth in Section 5.
7. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
8. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.
9. "Lighting Service Charge" has the meaning set forth in Exhibit 1.
10. "OUC" shall mean Orlando Utilities Commission, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.
11. "Property" has the meaning as set forth in Section 1.
12. "Underground Facilities" has the meaning as set forth in Section 4.

Continued on Sheet 6.771

Continued from Sheet 6.770

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

- 1.1. Operate and maintain all such Lighting Equipment listed in Exhibit 1, under heading entitled "OUC Lighting Equipment" on the Customer's property more specifically described in Exhibit 1 (the "Property"), and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill Customer, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however, that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1.

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

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

SECTION 3: EASEMENTS AND ACCESS

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

Continued on Sheet 6.772

Continued from Sheet 6.771

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out lamps) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. OUC provides Lighting Services of said lighting equipment, it is the responsibility of the Customer to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC servicing of Lighting Equipment shall be made when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and Customer or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.

Continued on Sheet 6.773



Continued from Sheet 6.772

- 4.4 OUC shall, at the request of the Customer, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for Customer's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement for OUC owned Lighting Equipment; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the Customer agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by Customer, its employees, agents, invitees or licensees in which case OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. Responsibility to repair or replace damage to any Customer installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 Customer shall be entitled to assign its rights under this Agreement to the Customer's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the successor in writing and agreed to by OUC. Notice of assignment should be provided within (45) days thereof to OUC Development Services (developmentservices@ouc.com). Assignor should copy Assignee in all communications to allow OUC to acknowledge transfer and gather any necessary information from assignee to setup new billing.

Continued on Sheet 6.774

Continued from Sheet 6.773

- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation, or undertakings by OUC to third parties.
- 4.10 Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC or the Customer. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Customer and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 Customer shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site, if applicable. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the Customer, as described under this paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of OUC's sole negligence, the Customer agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants,

Continued on Sheet 6.775

Continued from Sheet 6.774

contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

- 5.1 The term of this Agreement (the "Term") shall be for 10 years. The Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all energized Lighting Equipment as described in Exhibit 1 and shall continue for the term of this agreement unless terminated as set forth in subsection 5.4 or otherwise modified pursuant to the provisions herein.
- 5.2 The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.
- 5.3 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to the Monthly Lighting Service Charge, excluding electric energy, will be as set forth in Exhibit 1.
- 5.4 In the event that this agreement is terminated before the end of the Term, Customer shall be liable to OUC for all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment.

In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to Customer and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

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

Continued on Sheet 6.776



Continued from Sheet 6.775

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

Continued on Sheet 6.777

Continued from Sheet 6.776

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

Continued on Sheet 6.778

Continued from Sheet 6.777

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

Continued on Sheet 6.779



The *Reliable One*

Orlando Utilities Commission

Original Sheet No. 6.779

Continued from Sheet 6.778

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

Federal ID#: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Continued on Sheet 6.780



Continued from Sheet 6.779

STATE OF FLORIDA

COUNTY OF _____

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

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock

Title: General Manager/CEO

Date: _____

ATTEST: By: _____

Name: Paula A. Velasquez

Title: Assistant Secretary

Continued on Sheet 6.781



Continued from Sheet 6.780

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

Continued on Sheet 6.782



Continued from Sheet 6.781

EXHIBIT 1

A. LIGHTING SERVICE CHARGE:

Monthly Lighting Service Charge*: \$ _____

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

B. LIGHTING SERVICE CHARGE ADJUSTMENT

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

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

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

Continued on Sheet 6.783



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Orlando Utilities Commission

Original Sheet No. 6.783

Continued from Sheet 6.782

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

Customer Installed Lighting Equipment:

D. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

E. LEGAL DESCRIPTION OF THE PROPERTY

F. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:

Premise Address:

City, State, Zip:

Premise Number:

Continued on Sheet 6.784



The *Reliable One*[®]

Orlando Utilities Commission

Original Sheet No. 6.784

Continued from Sheet 6.783

G. BILLING INFORMATION

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Federal Tax ID: _____

H. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____

Work Request No: _____

Comments: _____

OUC Electric Legislative Form

MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes \$170.00

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

Multiple Meter Sets:

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

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

Transfer Connection Charge:

All Classes \$25.00

Non-Pay Disconnect / Reconnect:

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

All Classes at Meter \$45.00

All Classes at Transformer \$225.00

Bad Check:

All Classes \$25.00



ELECTRIC LINE EXTENSION POLICY

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

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

Offsite duct bank installation	Single family residential	Commercial/Multi-Family
Customer installed	No charge	\$2830 /kVA
OUC installed	No charge	\$96113 /kVA

In addition, the customer will pay ~~2339~~% of OUC's onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc...) that is in addition to OUC's design, if approved by OUC, will be 100% chargeable to the customer.

For residential subdivisions a ~~\$580-650~~ per lot CIAC payment will be required, from the party requesting the extension in advance of material ordering and construction. Such CIAC payment will be refunded to the responsible party if at least 75 percent of the lots within the subdivision or subdivision phase are occupied (with active meters) within three (3) years of installation.

When more than 20 new electric services are requested within a 12-month period and the expected consumption for each new service is less than 100 kWh per month a ~~\$195-200~~ CIAC payment per service for all services over 20 within a 12-month period will be required in advance of material ordering and construction by the party requesting the extension(s). This payment is in addition to any other required CIAC payment.

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

TRIP CHARGES

Service Order Field Operations Trip Charge

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

Examples of these types of trips include but are not limited to: unlocking/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power is either on or off, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

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

Electric Service Truck Trip Charge

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

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

In each of these instances a \$70.00 trip charge will be applied to the customer's account to recover costs.

Cut Seal Trip Charge

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

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

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

INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
BA	Additional Billing Charges	5.010
RS	Residential	5.100
RS-T	Residential – Time of Use Pilot	5.120
	(Closed to new customers as of June 1, 2022)	
PSR	Prepaid Electric Service Rider	5.110-5.111
GS	General Service – Non-Demand	5.200
GS-T	General Service – Non-Demand – Time of Use Pilot	5.220
	(Closed to new customers as of June 1, 2022)	
GSD-SEC	General Service Demand Secondary	5.300-5.301
GSD-SEC-T	General Service Demand Secondary - Time of Day	5.310-5.311
GSD-PRI	General Service Demand Primary	5.400-5.401
EVPC	Public Charging for Electric Vehicles - Pilot	5.470
SL	Street Light Service	5.500-5.503
	Terms of Payment	5.600
SS	Standby Service	5.700-5.702
GSD-CR	General Service Demand - Curtailable Rider	5.800-5.801
TMR	Totalized Metering Rider	5.900
	(Closed to new Totalizers and modification of existing Totalizers as of October 1, 2024)	
CSFR1	Community Solar Farm Rider 1	5.920-5.921
	(Closed to new customers as of January 1, 2018)	
CSFR2	Community Solar Farm Rider 2	5.925
CSFR3	SunChoice Community Solar Farm Rider 3	5.927
NSMR	Non-Standard Meter Rider	5.930
EDR	Economic Development Rider	5.940-5.941
CISR	Commercial/Industrial Service Rider	5.950-5.951

BA

ADDITIONAL BILLING CHARGES RATE SCHEDULE - BA

Applicability:

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

Fuel Charges:

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

Rate Schedule (¢ per kWh)	Standard Levelized Rate	Time Differentiated Rates		
		On-Peak	Shoulder	Off-Peak
RS and GS	3.8674.767	N/A	N/A	N/A
GSD-SEC	3.8674.767	4.7495.854	4.2155.196	3.5074.324
GSD-T-SEC and SS-SEC	N/A	4.5755.639	N/A	3.5734.405
GSD-PRI	3.8284.719	4.7025.797	4.1725.144	3.4734.281
SS-PRI	N/A	4.5285.582	N/A	3.5384.6362
SL	3.5854.419	N/A	N/A	N/A
	All kWh	On-Peak Premium		
RS-T and GS-T	3.5694.400	1.0291.268		

Gross Receipts Tax:

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

Municipal Tax:

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

Sales Tax:

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



The Reliable One

Orlando Utilities Commission

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

NSMR

Reserved for Future Use

~~NON-STANDARD METER RIDER RATE SCHEDULE NSMR~~

~~Availability:~~

~~Available throughout the entire service territory served by OUC.~~

~~Applicability:~~

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

~~Limitation of Service:~~

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

~~Charges:~~

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

~~Enrollment Fee: ————— \$95.00~~

~~Monthly NSMR Rate: ————— \$13.00~~

~~Term of Service:~~

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

~~Special Provisions~~

~~1. ——— Customers otherwise eligible at premises where OUC has intended to deploy the standard digital meters who have not received standard digital meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a~~

ISSUED BY: ~~Kenneth P. Ksionek~~ Clint P. Bullock, Secretary

Effective: ~~August 1, 2014~~ October 1, 2025



The *Reliable One*

Orlando Utilities Commission

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

grace period of 45 days following the initial billing of NSMR charges to contact OUC requesting cancellation of service under NSMR and accept installation of the standard digital meter. NSMR charges that have been billed will be waived after installation of the standard digital meter.

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

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

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



Index Standard Forms and Contracts

Continued from Sheet No. 6.000

Description	Sheet No.
Standby Service Agreement	6.200 – 6.204
Interconnection Application and Compliance Form for Renewable Generation Systems Up to 2MW	6.450
Interconnection Application and Compliance Form for Photovoltaic Systems Up to 2 MW	6.500
Interconnection Application and Compliance Form for Generation Systems Up to 2 MW	6.500 – 6.504
Economic Development Rider Service Agreement	6.600
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	6.601 – 6.607
Service Agreement for Lighting Service (Closed to New Customers as of June 1, 2022)	6.700 – 6.712
Service Agreement for Lighting Service (Closed to New Customers as of October 1, 2024)	6.720 – 6.734
Service Agreement for Lighting Service	6.740 – 6.754
<u>(Closed to New Customers as of October 1, 2025)</u>	
<u>Service Agreement for Lighting Service</u>	<u>6.755 – 6.769</u>
<u>Service Agreement for Ongoing Lighting Service</u>	<u>6.770 – 6.784</u>
Service Agreement for Sports Lighting Service	6.800 – 6.811

SERVICE AGREEMENT FOR LIGHTING SERVICE

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

This Agreement is entered into this _____ day of _____, 20____, by and between Orlando Utilities Commission, whose address is 100 West Anderson Street, Orlando, Florida 32801 and

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

DEFINITIONS

1. "Banners" has the meaning as set forth in Section 6.
2. "Banner Arms" has the meaning as set forth in Section 6.
3. "Billing Cycle" shall mean the time between the last statement closing date and the next.
4. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. "Design Modifications" has the meaning as set forth in Exhibit 1.
6. "Force Majeure Event" means any event beyond OUC's reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service.
7. "Initial Term" has the meaning as set forth in Section 5.
8. "Installation Date" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the Lighting Equipment.
9. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
10. "Lighting Equipment Charge" has the meaning set forth in Exhibit 1.
11. "Lighting Service" shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.
12. "OUC" shall mean Orlando Utilities Commission, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.



The *Reliable One*®

Orlando Utilities Commission

First Revised Sheet No. 6.740
Canceling Original Sheet No. 6.740

Continued on Sheet 6.741

St. Cloud Electric

Final Form



MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes	\$170.00
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If OUC is unable to set the meter during the initial site visit due to the site not being ready or for some other reason beyond OUC's control requiring OUC to make subsequent trips, then in each instance, an Electric Service Truck Trip Charge shall be applied to the customer's account.

Multiple Meter Sets:

For new multiple meters being set, there will be a trip charge of \$170.00 per trip plus \$15.00 for each meter being set. Eligibility requirements for two or more meters being set are:

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

Transfer Connection Charge:

All Classes	\$25.00
-------------	---------

Non-Pay Disconnect / Reconnect:

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

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

Bad Check:

All Classes	\$25.00
-------------	---------



The *Reliable One*

City of St. Cloud

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

ELECTRIC LINE EXTENSION POLICY

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

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

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

In addition, the customer will pay 39% of OUC's onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc...) that is in addition to OUC's design, if approved by OUC, will be 100% chargeable to the customer.

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

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

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

SERVICE ORDER FIELD OPERATIONS TRIP CHARGE AND ELECTRIC SERVICE TRUCK TRIP CHARGE

Service Order Field Operations Trip Charge

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

Examples of these types of trips include but are not limited to: unlocking/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power or water is either on or off, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

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

Electric Service Truck Trip Charge

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

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

In each of these instances a \$70.00 trip charge will be applied to the customer's account to recover costs.

Cut Seal Trip Charge

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

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

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

INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
BA	Additional Billing Charges	7.010
RS	Residential	7.100
RS-T	Residential – Time of Use Pilot	7.120
	(Closed to new customers as of June 1, 2022)	
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
	(Closed to new customers as of June 1, 2022)	
GSD-SEC	General Service Demand Secondary	7.300-7.301
GSD-PRI	General Service Demand Primary	7.400-7.401
EVPC	Public Charging for Electric Vehicles - Pilot	7.470
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
CSFR2	Community Solar Farm Rider 2	7.925
CSFR3	SunChoice Community Solar Farm Rider 3	7.927

BA

ADDITIONAL BILLING CHARGES RATE SCHEDULE - BA

Applicability:

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

Fuel Charges:

These charges are designed to recover the costs of fuel and purchased power incurred by OUC, as St. Cloud's electric provider, to provide electric service to St. Cloud's customers.

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

Gross Receipts Tax:

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

Municipal Tax:

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

Sales Tax:

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

Reserved for Future Use

St. Cloud Electric Legislative Form



MISCELLANEOUS CHARGES

Initial Connection Charge:

All Classes \$170.00

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Multiple Meter Sets:

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

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Transfer Connection Charge:

All Classes \$25.00

Non-Pay Disconnect / Reconnect:

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

All Classes at Meter \$45.00

All Classes at Transformer \$225.00

Bad Check:

All Classes \$25.00



ELECTRIC LINE EXTENSION POLICY

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OUC installed	No charge	\$96113 /kVA

In addition, the customer will pay ~~2339~~% of OUC's onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc...) that is in addition to OUC's design, if approved by OUC, will be 100% chargeable to the customer.

For residential subdivisions a ~~\$580-650~~ per lot CIAC payment will be required; from the party requesting the extension in advance of material ordering and construction. Such CIAC payment will be refunded to the responsible party if at least 75 percent of the lots within the subdivision or subdivision phase are occupied (with active meters) within three (3) years of installation.

When more than 20 new electric services are requested within a 12-month period and the expected consumption for each new service is less than 100 kWh per month a ~~\$195-200~~ CIAC payment per service for all services over 20 within a 12-month period will be required in advance of material ordering and construction by the party requesting the extension(s). This payment is in addition to any other required CIAC payment.

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



SERVICE ORDER FIELD OPERATIONS TRIP CHARGE AND ELECTRIC SERVICE TRUCK TRIP CHARGE

Service Order Field Operations Trip Charge

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

Examples of these types of trips include but are not limited to: unlocking/locking (sealing) meter bases where the customer has requested to have the meter base unlocked, verifying that power or water is either on or off, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

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

Electric Service Truck Trip Charge

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

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

In each of these instances a \$70.00 trip charge will be applied to the customer's account to recover costs.

Cut Seal Trip Charge

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

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

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

INDEX RATE SCHEDULES

<u>Schedule</u>	<u>Description</u>	<u>Sheet No.</u>
BA	Additional Billing Charges	7.010
RS	Residential	7.100
RS-T	Residential – Time of Use Pilot	7.120
	(Closed to new customers as of June 1, 2022)	
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
	(Closed to new customers as of June 1, 2022)	
GSD-SEC	General Service Demand Secondary	7.300-7.301
GSD-PRI	General Service Demand Primary	7.400-7.401
EVPC	Public Charging for Electric Vehicles - Pilot	7.470
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
CSFR2	Community Solar Farm Rider 2	7.925
CSFR3	SunChoice Community Solar Farm Rider 3	7.927
NSMR	Non-Standard Meter Rider	7.930

BA

ADDITIONAL BILLING CHARGES RATE SCHEDULE - BA

Applicability:

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

Fuel Charges:

These charges are designed to recover the costs of fuel and purchased power incurred by OUC, as St. Cloud's electric provider, to provide electric service to St. Cloud's customers.

Rate Schedule (¢ per kWh)	Standard Levelized Rate	Time Differentiated Rates		
		On-Peak	Shoulder	Off-Peak
RS and GS	<u>4.0224.958</u>	N/A	N/A	N/A
GSD-SEC	<u>4.0224.958</u>	<u>4.9396.088</u>	<u>4.3845.404</u>	<u>3.6474.497</u>
GSD-T-SEC and SS-SEC	N/A	<u>4.7855.865</u>	N/A	<u>3.7164.581</u>
GSD-PRI	<u>3.9814.908</u>	<u>4.8906.029</u>	<u>4.3395.350</u>	<u>3.6124.452</u>
SS-PRI	N/A	<u>4.7095.805</u>	N/A	<u>3.6804.536</u>
SL	<u>3.7284.596</u>	N/A	N/A	N/A
	All kWh	On-Peak Premium		
RS-T and GS-T	<u>3.7124.576</u>	<u>1.0701.319</u>		

Gross Receipts Tax:

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

Municipal Tax:

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

Sales Tax:

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



NSMR

Reserved for Future Use

NON-STANDARD METER RIDER
RATE SCHEDULE NSMR

Availability:

Available anywhere within City of St. Cloud's service area served by the Orlando Utilities Commission ("OUC").

Applicability:

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

Limitation of Service:

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

Charges:

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

Enrollment Fee: _____ \$95.00

Monthly NSMR Rate: _____ \$13.00

Term of Service:

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

Special Provisions

1. ~~Customers otherwise eligible at premises where OUC has intended to deploy the standard digital meters who have not received standard digital meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and~~



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City of St. Cloud

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

~~have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact OUC requesting cancellation of service under NSMR and accept installation of the standard digital meter. NSMR charges that have been billed will be waived after installation of the standard digital meter.~~

- ~~2. A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. All charges for NSMR shall continue to apply in this case.~~
- ~~3. Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.~~
- ~~4. Customers who have been found to have tampered with their service meter will be required to switch to a standard digital meter. In addition customers whose non-standard meters are made inaccessible to OUC meter readers will also be required to switch to a standard digital meter.~~

Orlando Utilities Commission
Forecast Billing Determinants
For 12-Months Ending September 30, 2026

Table 1

		OUC					St. Cloud							
Line	Description	Forecast	Voltage	Time Period	Total	Weighted	Forecast	Voltage	Time Period	St. Cloud	Total	Weighted	Total Forecast	Total Forecast (Weighted)
		A	B	C	D	E	F	G	H	I	J	K		
					(B x C)	(A x D)					(G x H x I)	(F x J)	(A + F)	(E + K)
Energy (kWh)														
Residential														
1	Less Than 1,000 kWh	1,763,992,826	1.000	1.000	1.000	1,763,992,826	522,605,774	1.000	1.000	1.040	1.040	543,510,005	2,286,598,600	2,307,502,831
2	Greater Than 1,000 kWh	536,080,338	1.000	1.000	1.000	536,080,338	245,643,061	1.000	1.000	1.040	1.040	255,468,783	781,723,399	791,549,121
3	Total Residential	2,300,073,164				2,300,073,164	768,248,835					798,978,788	3,068,321,999	3,099,051,952
General Service Non-Demand														
4	Standard	445,582,235	1.000	1.000	1.000	445,582,235	65,106,360	1.000	1.000	1.040	1.040	67,710,614	510,688,595	513,292,849
5	Total Residential & GSND	2,745,655,399				2,745,655,399	833,355,195					866,689,402	3,579,010,594	3,612,344,801
General Service Demand														
Secondary														
6	Standard	2,281,763,906	1.000	1.000	1.000	2,281,763,906	144,599,536	1.000	1.000	1.040	1.040	150,383,517	2,426,363,442	2,432,147,423
Time of Use														
7	On Peak	143,893,764	1.000	1.228	1.228	176,701,542	4,880,890	1.000	1.228	1.040	1.277	6,232,897	148,774,654	182,934,439
8	Shoulder	148,242,343	1.000	1.090	1.090	161,584,154	5,053,275	1.000	1.090	1.040	1.134	5,730,414	153,295,618	167,314,568
9	Off Peak	579,579,251	1.000	0.907	0.907	525,678,381	17,847,996	1.000	0.907	1.040	0.943	16,830,660	597,427,247	542,509,041
Time of Day														
10	On Peak	832,097	1.000	(Table 3)	1.183	984,371	n/a	n/a	n/a	n/a	n/a	n/a	832,097	984,371
11	Off Peak	2,232,645	1.000	0.924	0.924	2,062,964	n/a	n/a	n/a	n/a	n/a	n/a	2,232,645	2,062,964
12	Subtotal, GSD Secondary	3,156,544,006				3,148,775,318	172,381,697					179,177,488	3,328,925,703	3,327,952,806
Primary														
13	Standard	499,755,458	0.990	1.000	0.990	494,757,903	517,644	0.990	1.000	1.040	1.030	533,173	500,273,102	495,291,076
Time of Use														
14	On Peak	21,762,217	0.990	1.228	1.216	26,462,856	-	0.990	1.228	1.040	1.264	-	21,762,217	26,462,856
15	Shoulder	22,672,515	0.990	1.090	1.079	24,463,644	-	0.990	1.090	1.040	1.122	-	22,672,515	24,463,644
16	Off Peak	92,744,096	0.990	0.907	0.898	83,284,198	-	0.990	0.907	1.040	0.934	-	92,744,096	83,284,198
17	Subtotal, GSD Primary	636,934,286				628,968,601	517,644					533,173	637,451,930	629,501,774
18	Total General Service Demand	3,793,478,292				3,777,743,919	172,899,341					179,710,661	3,966,377,633	3,957,454,580
(Table 4 Line 7)														
19	Streetlights	59,321,066	1.000	0.927	0.927	54,990,628	2,906,699	1.000	0.927	1.040	0.964	2,802,058	62,227,765	57,792,686
20	Total Energy	6,598,454,757				6,578,389,946	1,009,161,235					1,049,202,121	7,607,615,992	7,627,592,067

Orlando Utilities Commission
Development of GSD-Sec and GSD-Pri Time of Use Weighting Factors
For 12-Months Ending September 30, 2026

Table 2

Month	On Peak			Shoulder			Off Peak			Total		
	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh
1	122,904	\$ 4,764,063	\$ 38.76	154,612	\$ 5,221,716	\$ 33.77	339,291	\$ 11,066,196	\$ 32.62	616,807	\$ 21,051,975	\$ 34.13
2	103,162	2,684,015	26.02	148,721	4,285,364	28.81	276,827	5,933,955	21.44	528,710	12,903,335	24.41
3	109,517	2,644,836	24.15	150,210	3,633,202	24.19	299,522	6,445,011	21.52	559,249	12,723,049	22.75
4	106,043	3,238,919	30.54	79,842	2,161,283	27.07	407,216	9,227,858	22.66	593,101	14,628,059	24.66
5	121,323	3,794,925	31.28	90,906	2,605,898	28.67	444,235	10,407,804	23.43	656,464	16,808,627	25.60
6	129,715	3,851,703	29.69	97,473	2,542,088	26.08	467,201	10,866,449	23.26	694,389	17,260,239	24.86
7	130,905	4,772,709	36.46	95,161	2,923,568	30.72	533,654	12,915,890	24.20	759,720	20,612,168	27.13
8	153,771	5,305,960	34.51	114,314	3,331,429	29.14	521,713	12,674,769	24.29	789,798	21,312,158	26.98
9	120,721	6,165,506	51.07	89,803	3,580,762	39.87	478,328	12,924,643	27.02	688,853	22,670,911	32.91
10	116,305	5,108,188	43.92	88,867	3,430,913	38.61	456,819	14,122,510	30.91	661,991	22,661,612	34.23
11	106,459	2,889,719	27.14	153,406	4,594,765	29.95	298,247	7,078,234	23.73	558,113	14,562,718	26.09
12	102,191	3,074,343	30.08	139,288	3,977,757	28.56	329,347	8,035,911	24.40	570,826	15,088,011	26.43
Total	1,423,017	\$ 48,294,887	\$ 33.94	1,402,604	\$ 42,288,747	\$ 30.15	4,852,400	\$ 121,699,229	\$ 25.08	7,678,022	\$ 212,282,863	\$ 27.65
Weighting Factors			1.228			1.090			0.907			1.000

Orlando Utilities Commission
Development of GSD-SEC-T, SS, Res-T & GS-T Weighting Factors
For 12-Months Ending September 30, 2026

Table 3

GSD Time of Day (GSD-SEC-T) and Standby Service (SS) Weighting Factors									
Month	On Peak			Off Peak			Total		
	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh
1	138,661	\$ 3,668,342	\$ 26.46	419,451	\$ 10,894,376	\$ 25.97	558,113	\$ 14,562,718	\$ 26.09
2	133,710	3,960,507	29.62	437,116	11,127,504	25.46	570,826	15,088,011	26.43
3	161,751	6,233,371	38.54	455,056	14,818,604	32.56	616,807	21,051,975	34.13
4	134,356	3,404,201	25.34	394,354	9,499,134	24.09	528,710	12,903,335	24.41
5	143,481	3,417,715	23.82	415,767	9,305,333	22.38	559,249	12,723,049	22.75
6	187,523	5,474,983	29.20	405,578	9,153,077	22.57	593,101	14,628,059	24.66
7	212,410	6,424,165	30.24	444,054	10,384,462	23.39	656,464	16,808,627	25.60
8	225,736	6,360,145	28.18	468,653	10,900,094	23.26	694,389	17,260,239	24.86
9	226,787	7,670,118	33.82	532,933	12,942,050	24.28	759,720	20,612,168	27.13
10	268,206	8,637,560	32.20	521,592	12,674,598	24.30	789,798	21,312,158	26.98
11	211,157	9,783,372	46.33	477,696	12,887,540	26.98	688,853	22,670,911	32.91
12	205,389	8,554,645	41.65	456,602	14,106,966	30.90	661,991	22,661,612	34.23
Total	2,249,168	\$ 73,589,125	\$ 32.72	5,428,854	\$ 138,693,738	\$ 25.55	7,678,022	\$ 212,282,863	\$ 27.65
Weighting Factors			1.183			0.924			1.000

Residential Time of Use (Res-T) and General Service Non-Demand (GS-T) Weighting Factors									
Month	On Peak			Off Peak			Total		
	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh	System Requirements (MWh)	Marginal Cost (\$'s)	Marginal Cost \$ / MWh
1	159,344.33	\$ 4,803,953	\$ 30.15	398,768.21	\$ 9,758,766	\$ 24.47	558,113	\$ 14,562,718	\$ 26.09
2	156,984.57	4,439,023	28.28	413,841.67	10,648,989	25.73	570,826	15,088,011	26.43
3	155,533.45	4,747,727	30.53	461,273.69	16,304,249	35.35	616,807	21,051,975	34.13
4	157,986.06	4,482,158	28.37	370,724.40	8,421,177	22.72	528,710	12,903,335	24.41
5	159,009.46	3,930,107	24.72	400,239.14	8,792,941	21.97	559,249	12,723,049	22.75
6	180,299.46	5,467,544	30.32	412,801.58	9,160,515	22.19	593,101	14,628,059	24.66
7	188,689.03	5,765,065	30.55	467,775.03	11,043,562	23.61	656,464	16,808,627	25.60
8	205,421.53	5,905,938	28.75	488,967.91	11,354,302	23.22	694,389	17,260,239	24.86
9	222,556.18	7,465,487	33.54	537,164.29	13,146,680	24.47	759,720	20,612,168	27.13
10	238,656.06	7,806,842	32.71	551,141.75	13,505,315	24.50	789,798	21,312,158	26.98
11	201,895.13	9,206,649	45.60	486,957.73	13,464,262	27.65	688,853	22,670,911	32.91
12	195,704.67	9,005,375	46.02	466,286.35	13,656,237	29.29	661,991	22,661,612	34.23
Total	2,222,080	\$ 73,025,867	\$ 32.86	5,455,942	\$ 139,256,996	\$ 25.52	7,678,022	\$ 212,282,863	\$ 27.65
Weighting Factors			1.189			0.923			1.000
On-Peak Premium (Difference between on and off peak weighting factors)						0.266			

Orlando Utilities Commission

Table 4

Development of Streetlight Time Period Weighting Factor
For 12-Months Ending September 30, 2026

<u>Line</u>		<u>Hours Per Period</u>	<u>TOU Weighting</u>	<u>Weighted Hours</u>
	Time of Use Period		(see Table 2)	
1	On Peak	237	1.228	291
2	Shoulder	17	1.090	18
3	Off Peak	3,763	0.907	3,413
4	Total Hours Use	4,017		3,722
5	Weighted Hours Use			3,722
6	Divided by Total Hours Use			4,017
7	Lighting Time Period Weighting Factor			0.927

Prepared:

6/5/2025

I:\Electric\Cost of Service\FY20250\COS - Rate Design FY2026 - With DemandLevel.xlsm:FPSC - Fuel Table 4

Orlando Utilities Commission
Calculation of Fuel Charges
For 12-Months Ending September 30, 2026

Table 5

Line						
1	Fuel Revenue Requirement			\$	363,585,544	
2	Weighted kWh				7,627,592,067	(Table 1)
3	\$ / Weighted kWh			\$	0.04767	(Line 1 / Line 2)

Orlando Utilities Commission
Revenue Impacts
For 12-Months Ending September 30, 2026

Table 6

	Current	Proposed	\$ Increase	% Increase
Revenue from Base Rates				
Residential	\$ 287,203,773	\$ 287,203,773	\$ -	0.0%
General Service Non Demand	45,664,064	45,664,064	-	0.0%
General Service Demand				
Secondary Voltage	186,647,202	186,647,202	-	0.0%
Primary Voltage	31,577,890	31,577,890	-	0.0%
Total General Service Demand	218,225,092	218,225,092	-	0.0%
Streetlights	2,417,076	2,417,076	-	0.0%
Total Revenue from Base Rates	553,510,005	553,510,005	-	0.0%
Revenue from Fuel Charges				
Residential	119,842,798	147,734,265	27,891,467	23.3%
General Service Non Demand	19,849,243	24,468,878	4,619,636	23.3%
General Service Demand				
Secondary Voltage	128,690,738	158,646,272	29,955,535	23.3%
Primary Voltage	24,341,406	30,007,071	5,665,665	23.3%
Total General Service Demand	153,032,143	188,653,343	35,621,200	23.3%
Streetlights	2,235,022	2,754,990	519,968	23.3%
Total Revenue from Fuel Rates	294,959,206	363,611,476	68,652,270	23.3%
Total Revenues				
Residential	407,046,571	434,938,038	27,891,467	6.9%
General Service Non Demand	65,513,307	70,132,943	4,619,636	7.1%
General Service Demand				
Secondary Voltage	315,337,939	345,293,474	29,955,535	9.5%
Primary Voltage	55,919,295	61,584,961	5,665,665	10.1%
Total General Service Demand	371,257,235	406,878,434	35,621,200	9.6%
Streetlights	4,652,098	5,172,066	519,968	11.2%
Total Revenues	\$ 848,469,211	\$ 917,121,481	\$ 68,652,270	8.1%

Orlando Utilities Commission
Calculation of Commercial/Multi-family Line Extension CIAC

Table 7

Offsite Underground Cost Differential

	Cost (\$/kVA) ¹	Incremental Underground Cost (\$/kVA)
Overhead feeder cost	\$ 17.01	
Underground feeder cost (w/o duct bank)	47.01	\$ 30.00
Underground feeder cost (w duct bank)	95.99	113.00

(1) Costs based on a 2-mile feeder serving 16,000 kVA of connected load

Onsite Underground Cost Differential

	Cost	Incremental Underground Cost (% of underground onsite costs)
Overhead transformer cost (500 kVA Installed)	\$ 45,536	
Padmount tranformer cost (500 kVA Installed)	\$ 74,749	39%

Residential Subdivisions

Distribution costs collected through base revenues

Distribution Primary (\$ / kW)	COS Table 12, Line 21 ²	\$ 1.75
Distribution Secondary (\$ / kW)	COS Table 12, Line 22 ²	0.63
Total		\$ 2.38
Residential load factor	COS Table 12 ²	15.1%
Hours per month		730
Distribution costs collected through base revenues (¢/kWh)		2.159¢
Typical residential monthly consumption (kWh)		1,000
Potential occupancy delay (months)		30
Distribution revenue at risk of non-collection		\$ 647.74
Distribution revenue at risk of non-collection (rounded)		\$ 650.00

(2) From Cost of Service (COS) study on file with FPSC in support of October,1 2024 base rate change

CIAC for Multiple Low Consumption Services

Engineering Labor	\$ 170.78
Administrative Support	21.96
Total Engineering Fee	192.74
Total Engineering Fee (rounded)	\$ 200.00