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## RATE SCHEDULES

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</table>
**FC**

**FUEL CHARGES**

**RATE SCHEDULE FC**

**Applicability:**

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

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Standard Flat Rate ³/kWh</th>
<th>OPTION B - TIME OF USE RATES ³/kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WINTER</td>
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</tr>
<tr>
<td></td>
<td>On Peak</td>
<td>Shoulder</td>
</tr>
<tr>
<td>RS</td>
<td>First 1,000 kWh</td>
<td>3.382 N/A</td>
</tr>
<tr>
<td></td>
<td>Additional kWh</td>
<td>4.382 N/A</td>
</tr>
<tr>
<td>GS</td>
<td>3.635 N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>WI</td>
<td>3.530 N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>RS, GS Standby</td>
<td>N/A</td>
<td>4.038 3.893 2.621</td>
</tr>
<tr>
<td>GSD-SEC</td>
<td>3.635 4.038 3.893 2.621</td>
<td>5.387 4.111 3.413</td>
</tr>
<tr>
<td>GSD-T-SEC</td>
<td>N/A 4.493 N/A 3.275</td>
<td>4.493 N/A 3.275</td>
</tr>
<tr>
<td>GSD-PRI</td>
<td>3.599 3.999 3.853 2.595</td>
<td>5.333 4.071 3.381</td>
</tr>
<tr>
<td>SL-SEC</td>
<td>3.137 N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**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.
RESIDENTIAL ELECTRIC SERVICE
RATE SCHEDULE RS

Availability:
For residential customers within OUC service area in individually metered single family dwelling units
occupied as a domestic residence where electricity is used exclusively for residential purposes.

Monthly Rate:
Customer Charge: $8.00
Non-Fuel Base Charge at:

First 1,000 kWh 6.418¢ per kWh
All Additional kWh 7.418¢ per kWh

Fuel Charge: See Sheet No. 5.010

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 and Orange County Public Service Tax:
The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax
within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax
and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per
kWh.

Minimum Bill:
Customer Charge

Terms of Payment:
See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
PSR

PREPAID ELECTRIC SERVICE RIDER
RATE SCHEDULE PSR

Availability:
Available throughout the entire territory served by OUC until such time as OUC may terminate the program.

Applicability:
This rider is applicable on a voluntary basis to customers who receive service under Residential Rate Schedule RS or General Service Non-Demand Rate Schedule GS and that meet the special provisions of this schedule.

Monthly Rate:
The monthly rates on the otherwise applicable rate schedule for electric service will apply.

Daily Charges:
On a daily basis charges for electric service will be deducted from the customer’s prepaid balance. Daily charges will include charges for daily kWh consumption in accordance with the applicable standard tariff plus a prorated share of the applicable Monthly Customer Charge assuming 30.4 days per month. At the end of each billing period adjustments to the customer’s prepaid balance will be made for the actual number of days in the billing period and for variations due to rounding of daily charges.

Special Provisions:
1. Customers registered for one or more of the following programs are not eligible for this rate schedule:
   a. Medical Alert
   b. Active Third-Party “Guarantee To Pay” letters
   c. Budget Billing
   d. Automatic bank draft
   e. Conservation installment billing
   f. Tariff riders PV-CR, TH-CR, RE and CSFR1
   g. Project Care Roundup
   h. Consolidated account billing
   i. Chilled water
   j. City of Orlando’s history based sewer or Oil and Grease charges

2. Customers who have an outstanding Theft Investigation Fee or an outstanding Meter Tamper Fee are not eligible for this rate schedule.

3. Customer’s electric service must be less than or equal to 200 amps and the voltage must be either 120/240 or 120/208 and single-phase.

Continued on Sheet No. 5.111
4. Customers must maintain the ability for OUC to contact them either through a cell phone, landline, email or text for the purposes of receiving alerts regarding account balances and service status.

5. Security deposits are not required for service under this rate schedule. Any deposit the customer may have when they elect to receive service under this rate schedule will be applied as a credit to their account. If after application of the deposit the customer still has an outstanding balance, such outstanding balance will be considered an Arrears Balance. To be eligible for this rider the beginning Arrears Balance must be less than $1,000. If an Arrears Balance less than $1,000 does exist, 30% of each payment received on the account will be applied to the Arrears Balance until such time as the Arrears Balance is fully paid, with the remaining 70% of the payment applied to the customer’s prepaid balance.

6. Customers under this rate schedule are required to prepay for all utility services and fees for which they are billed. If the customer’s prepaid balance drops below zero, their electric service may be disconnected. Customers will not be subject to the Non-pay Disconnect / Reconnection Charge or late fees.

7. The minimum prepayment required to set up an account is $50.

8. The minimum payment on an account is $10.

9. A monthly bill will not be provided. However, when closing an account a final bill will be provided. Customers will be able to monitor their prepaid balance and usage on-line through the OUC website.

10. Customers may terminate service under this rate schedule at any time. Should a customer choose to leave this rate schedule, the customer will receive electric service under the otherwise applicable rate schedule subject to monthly bills, full payment of any outstanding Arrears Balance and may be charged a security deposit.

11. If an OUC representative is called to a customer’s premise to investigate a problem with the prepaid equipment and no problem with the equipment is found, the customer may be assessed a Revenue Protection & Service Trip Charge.

12. All other provisions of the otherwise applicable standard rate schedule will apply to customers served under this schedule.
GENERAL SERVICE - NON-DEMAND ELECTRIC SERVICE 
RATE SCHEDULE GS

Availability:
To any non-residential customers, where the measured demand has not equaled or exceeded 50 kW more than two periods out of the twelve most recent billing periods.

Monthly Rate:
- Customer Charge $10.25
- Non-Fuel Base Charge at $0.0696 per kWh
- Fuel Charge: See Sheet No. 5.010

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 and Orange County Public Service Tax:
The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:
Customer Charge

Terms of Payment:
See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
WI

WIRELESS INTERNET ELECTRIC SERVICE
RATE SCHEDULE WI

Availability:
Anywhere within Orlando Utilities Commission’s service area.

Applicability:
Un-metered electric service required for wireless Internet devices with monthly energy usage of no more than 100 kWh per device. Rate is available to customers having a minimum of ten (10) Internet device delivery points. This is an optional rate to general service customers upon request.

Monthly Rate:
- Customer Charge: $5.80 per un-metered account
- Non-Fuel Base Charge at 2.276¢ per kWh
- Fuel Charge: See Sheet No. 5.010

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 and Orange County Public Service Tax:
The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:
Customer Charge

Terms of Payment:
See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.

Special Provisions:
1. The input wattage used to calculate kWh usage shall be:

\[
\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer’s Rated Efficiency}}
\]

where, such above values are established by the Manufacturer.
2. The total monthly kWh used for billing shall be

\[
\text{Total Monthly kWh} = \frac{\text{Input Wattage x number of Devices x 730}}{1,000}
\]

where, the number of devices is provided by the customer and the hours of operation are based on a standard of 730 hours.

3. The customer is required to notify OUC in writing by the 10th day of each month the (a) location, (b) in service date, and (c) manufacturer’s wattage rating for each wireless Internet device. If for three of the past twelve months the customer does not provide the information by the 10th day, the customer shall be billed for $300 plus $7.50 for each device, the cost for an audit of OUC’s system. Additionally, the customer shall be billed for any underestimated energy consumption.

4. If OUC performs an audit of the system and determines that any of the inputs for numbers 1 or 2 above are incorrect, the customer shall be billed for $300 plus $7.50 for each device and any underestimated energy consumption.
GENERAL SERVICE DEMAND - SECONDARY ELECTRIC SERVICE
RATE SCHEDULE GSD-SEC

Availability:
To any non-residential customer, where the measured monthly kW demand is equal to or exceeds 50 kW for three or more periods out of the twelve most recent billing periods. Also, at the option of the customer, to any customer with demands of less than 50 kW who agree to pay for service under this schedule for a minimum initial term of twelve consecutive billing periods.

Monthly Rate:
The customer may elect Option A or Option B pricing schedule as specified below. Option A and Option B have the same Customer Charge and Demand Charge but have different per kWh charges. Option A charges a flat rate per kWh for all consumption in the billing period. Option B charges different rates per kWh depending on the time and season during which the electricity is consumed. The pricing schedules for Options A and B are specified below.

Option A (Flat Rate):
- Customer Charge: $30.00
- Demand Charge at: $ 8.00 per kW
- Non-Fuel Base Charge: 2.847¢ per kWh

Fuel Charge: See Sheet No. 5.010

Option B (TOU Rate):
- Customer Charge: $30.00
- Demand Charge at: $ 8.00 per kW

<table>
<thead>
<tr>
<th>Season</th>
<th>Energy Charge (cents/kWh)</th>
<th>Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter</td>
<td>On-Peak Period: 3.163</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shoulder Period: 3.049</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Off-Peak Period: 2.053</td>
<td></td>
</tr>
<tr>
<td>Summer</td>
<td>On-Peak Period: 4.219</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shoulder Period: 3.220</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Off-Peak Period: 2.673</td>
<td></td>
</tr>
</tbody>
</table>

Fuel Charge: See Sheet No 5.010

Election Process:
The customer must make the election of pricing schedules A or B. The customer will remain on the elected schedule for twelve (12) billing periods following the election. The election process will take place at the completion of every twelve billing periods following the initial election. The most recent elected option will serve as the default-pricing schedule for those customers that do not elect an option. Option A will be the default pricing schedule for the initial election. The customer may not change pricing schedules upon which to be billed prior to completion of the twelve (12) billing periods.

Continued on Sheet No. 5.301
GSD-SEC

Continued From Sheet 5.300

On-Peak Period:

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

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

Shoulder Period:

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

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

Off-Peak Period:

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

Billing Demand:

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

Gross Receipts Tax:

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

Municipal Tax and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:

Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW plus the charge for energy used.

Terms of Payment:

See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:

Not available for resale or partial, standby, and supplemental service.
GENERAL SERVICE DEMAND - SECONDARY ELECTRIC SERVICE
OPTIONAL TIME OF DAY RATE
RATE SCHEDULE GSD-SEC-T

Availability:
Available to customers that are subscribed under this tariff rate as of November 30, 1999, where the measured monthly KW demand is less than 1,000 KW for nine or more periods out of the twelve most recent billing periods. No other customers may elect service under this tariff. Customers subscribing to this tariff shall be required to remain on this rate for a minimum of twelve consecutive billing periods.

Terms of Service:
The customer will be required to sign a Commercial Electric Service Agreement with the GSD-SEC-T rate provision.

Monthly Rate:
Customer Charge $30.00
Demand Charge:
On-Peak Period $ 8.00 per kW

<table>
<thead>
<tr>
<th>On-Peak Period</th>
<th>Off-Peak Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>cents/kWh</td>
<td>cents/kWh</td>
</tr>
<tr>
<td>3.519</td>
<td>2.565</td>
</tr>
</tbody>
</table>

Non-Fuel Base Charge: 3.519
Fuel Charge: See Sheet No. 5.010

Billing Demand:
The average maximum 15-minute kW demand measured during the On-Peak period during the billing period.

On-Peak Period:
Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 6 am to 10 am and 6 p.m. to 10 p.m., excluding Thanksgiving Day, Christmas Day, and New Year’s Day.
Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 12 noon to 9 p.m., excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak Period:
All hours of the year other than On-Peak Period.

Continued On Sheet No. 5.311
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 and Orange County Public Service Tax:
The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:
Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW plus the charge for energy used.

Terms of Payment:
See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
**GENERAL SERVICE DEMAND - PRIMARY ELECTRIC SERVICE**  
**RATE SCHEDULE GSD-PRI**

### Availability:
To any non-residential customer, where the measured kW is equal to or exceeds 50 kW for three or more periods out of the twelve most recent billing periods. In addition, the customer owns and maintains all equipment, except metering equipment, necessary to take service at primary voltage and the service is metered at primary voltage.

### Monthly Rate:
The customer may elect Option A or Option B pricing schedule as specified below. Option A and Option B have the same Customer Charge and Demand Charge but have different per kWh charges. Option A charges a flat rate per kWh for all consumption in the billing period. Option B charges different rates per kWh depending on the time and season during which the electricity is consumed. The pricing schedules for Options A and B are specified below.

#### Option A (Flat Rate):
- Customer Charge $75.00
- Demand Charge at $7.50 per kW
- Non-fuel Base Charge 2.819¢ per kWh

#### Fuel Charge:  See Sheet No. 5.010

#### Option B (TOU Rate):
- Customer Charge $75.00
- Demand Charge at $7.50 per kW

<table>
<thead>
<tr>
<th>Season</th>
<th>Energy Charge (cents/kWh)</th>
<th>Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Winter</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Peak Period</td>
<td>3.132</td>
<td></td>
</tr>
<tr>
<td>Shoulder Period</td>
<td>3.018</td>
<td></td>
</tr>
<tr>
<td>Off-Peak Period</td>
<td>2.033</td>
<td></td>
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<tr>
<td><strong>Summer</strong></td>
<td></td>
<td></td>
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<tr>
<td>On-Peak Period</td>
<td>4.177</td>
<td></td>
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<tr>
<td>Shoulder Period</td>
<td>3.189</td>
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</tr>
<tr>
<td>Off-Peak Period</td>
<td>2.648</td>
<td></td>
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</tbody>
</table>

#### Fuel Charge:  See Sheet No. 5.010

### Election Process:
The customer must make the election of pricing schedules A or B. The customer will remain on the elected schedule for twelve (12) billing periods following the election. The election process will take place at the completion of every twelve billing periods following the initial election. The most recent elected option will serve as the default-pricing schedule for those customers that do not elect an option. Option A will be the default pricing schedule for the initial election. The customer may not change pricing schedules upon which to be billed prior to completion of the twelve (12) billing periods.
GSD-PRI

Continued From Sheet No. 5.400

On-Peak Period:
Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 7 a.m. to 10 a.m. and 6 p.m. to 9 p.m., excluding Thanksgiving Day, Christmas Day, and New Year’s Day.
Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 1 p.m. to 6 p.m., excluding Memorial Day, Independence Day and Labor Day.

Shoulder Period:
Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 10 a.m. to 6 p.m., excluding Thanksgiving Day, Christmas Day and New Year’s Day.
Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 11 a.m. to 1 p.m. and 6 p.m. to 8 p.m., excluding Memorial Day, Independence Day and Labor Day.

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

Billing Demand:
The average maximum 15-minute kW demand measured during the billing period.

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

Municipal Tax and Orange County Public Service Tax:
The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service tax outside the city. The Municipal Utility Tax and the Orange County Public Service Tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Bill:
Customer charge plus a demand charge of not less than 25 kW at the above demand rate per kW. Plus the charge for energy used.

Terms of Payment:
See “Terms of Payment” on Sheet No. 5.600.

Limitation of Service:
Not available for resale or partial, standby, and supplemental service.
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
**Street Light Service Rate Schedule SL**

### OUC Conventional Lighting Service

**Availability:**

Anywhere within Orlando Utilities Commission’s service area.

**Applicability:**

- To any governmental agency with OUC or customer-owned fixtures used for the sole purpose of lighting public roadways.
- To any non-governmental customer with four or fewer OUC-owned fixtures where the customer has paid the installation costs. In addition, for all fixtures installed prior to March 28, 2000, to any customer for the sole purpose of lighting roadways or other outdoor land use areas.
- All fixtures must be operated by a photocell.
- Poles and Fixtures must be of the type available under this rate schedule as listed in the table below.

**Monthly Energy Rates:**

- Non-Fuel Energy: 3.272¢ per kWh
- Fuel Charge: See Sheet No. 5.010

**Monthly Per Unit Charge:**

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluorescent</td>
<td>120</td>
<td>99</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>High Pressure Sodium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acorn w/pole</td>
<td>100</td>
<td>39</td>
<td>16.31</td>
<td>6.01</td>
</tr>
<tr>
<td>Acorn w/pole (differential paid)</td>
<td>100</td>
<td>39</td>
<td>2.37</td>
<td>6.01</td>
</tr>
<tr>
<td>Acorn w/pole (2)</td>
<td>100</td>
<td>39</td>
<td>12.39</td>
<td>6.01</td>
</tr>
<tr>
<td>Bollard</td>
<td>100</td>
<td>39</td>
<td>7.86</td>
<td>6.49</td>
</tr>
<tr>
<td>Cobra (no longer available for new installations as of 5-14-13)</td>
<td>100</td>
<td>39</td>
<td>2.37</td>
<td>3.95</td>
</tr>
<tr>
<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>100</td>
<td>39</td>
<td>20.29</td>
<td>6.27</td>
</tr>
<tr>
<td>Contemporary w/pole</td>
<td>100</td>
<td>39</td>
<td>5.55</td>
<td>4.78</td>
</tr>
<tr>
<td>Town and Country w/pole</td>
<td>100</td>
<td>39</td>
<td>5.80</td>
<td>4.89</td>
</tr>
<tr>
<td>Spherical w/pole (2)</td>
<td>100</td>
<td>39</td>
<td>8.00</td>
<td>5.96</td>
</tr>
<tr>
<td>Acorn w/pole</td>
<td>150</td>
<td>57</td>
<td>16.32</td>
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<td>Acorn w/pole (2)</td>
<td>150</td>
<td>57</td>
<td>12.40</td>
<td>6.11</td>
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<tr>
<td>Cobra</td>
<td>150</td>
<td>57</td>
<td>2.22</td>
<td>3.86</td>
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<tr>
<td>Spherical w/pole (2)</td>
<td>150</td>
<td>57</td>
<td>8.01</td>
<td>6.06</td>
</tr>
<tr>
<td>Spherical w/pole (4)</td>
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<td>57</td>
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<td>6.06</td>
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<td>Spherical w/pole (5)</td>
<td>150</td>
<td>57</td>
<td>7.10</td>
<td>6.06</td>
</tr>
<tr>
<td>Cobra (no longer available for new installations as of 12-10-13)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood</td>
<td>250</td>
<td>105</td>
<td>2.91</td>
<td>4.57</td>
</tr>
<tr>
<td>Interstate</td>
<td>250</td>
<td>105</td>
<td>3.23</td>
<td>4.87</td>
</tr>
<tr>
<td>Shoe Box w/pole</td>
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<td>105</td>
<td>6.79</td>
<td>5.90</td>
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<td>Shoe Box w/pole (2)</td>
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<td>14.88</td>
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<td>Cobra (no longer available for new installations as of 12-10-13)</td>
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<tr>
<td>Flood</td>
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<td>Interstate</td>
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<td>Shoe Box w/pole</td>
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Continued On Sheet No. 5.501
### Metal Halide

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lymmo w/pole (2)</td>
<td>100</td>
<td>39</td>
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<td>Town and Country w/pole</td>
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<td>39</td>
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<tr>
<td>(differential paid)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acorn w/pole (2)</td>
<td>175</td>
<td>70</td>
<td>11.96</td>
<td>9.32</td>
</tr>
<tr>
<td>Bollard</td>
<td>175</td>
<td>70</td>
<td>7.88</td>
<td>9.81</td>
</tr>
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<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>175</td>
<td>70</td>
<td>24.42</td>
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<td>Lymmo w/pole (4)</td>
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<td>70</td>
<td>N/A</td>
<td>9.80</td>
</tr>
<tr>
<td>Esplanade w/pole (no longer available for new installations as of 4-1-07)</td>
<td>250</td>
<td>101</td>
<td>21.13</td>
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<td>Shoe Box w/pole</td>
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<td>14.23</td>
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<td>3.74</td>
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<td>3.28</td>
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### LED

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<th>Watts</th>
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<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cobra</td>
<td>55</td>
<td>18</td>
<td>3.30</td>
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</tr>
<tr>
<td>Cobra</td>
<td>101</td>
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<td>Cobra</td>
<td>168</td>
<td>56</td>
<td>5.06</td>
<td>4.66</td>
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### Mercury Vapor (no longer available for new installations as of 10-1-96)

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
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</thead>
<tbody>
<tr>
<td>Cobra</td>
<td>175</td>
<td>70</td>
<td>2.36</td>
<td>3.92</td>
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<tr>
<td>Contemporary</td>
<td>175</td>
<td>70</td>
<td>5.54</td>
<td>4.96</td>
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<td>70</td>
<td>9.73</td>
<td>6.14</td>
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<td>Cobra</td>
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<td>154</td>
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<td>4.65</td>
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### Arena Traffic Arrows

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
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</thead>
<tbody>
<tr>
<td>Arena Traffic Arrows</td>
<td>N/A</td>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Round-About Lights</td>
<td>N/A</td>
<td>13</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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<td>Round-About Lights</td>
<td>70</td>
<td>29</td>
<td>N/A</td>
<td>14.31</td>
</tr>
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<td>Sidewalk Telephones</td>
<td>N/A</td>
<td>30.49</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Arena Gateway Lighting</td>
<td>N/A</td>
<td>420</td>
<td>N/A</td>
<td>N/A</td>
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### Pole Height

<table>
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<tr>
<th>Pole</th>
<th>Height</th>
<th>Investment Per Unit</th>
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<tbody>
<tr>
<td>Aluminum</td>
<td>20</td>
<td>$10.00</td>
</tr>
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<td>30</td>
<td>15.55</td>
</tr>
<tr>
<td>Aluminum</td>
<td>33</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>35</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>38</td>
<td>10.04</td>
</tr>
<tr>
<td>Aluminum</td>
<td>40</td>
<td>14.44</td>
</tr>
<tr>
<td>Aluminum</td>
<td>45</td>
<td>14.44</td>
</tr>
<tr>
<td>Concrete</td>
<td>30</td>
<td>5.30</td>
</tr>
<tr>
<td>Concrete</td>
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<td>5.46</td>
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<td>Concrete</td>
<td>40</td>
<td>5.74</td>
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<tr>
<td>Concrete</td>
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<td>6.20</td>
</tr>
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<td>Concrete</td>
<td>50</td>
<td>5.52</td>
</tr>
<tr>
<td>Fiberglass</td>
<td>20</td>
<td>3.92</td>
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<tr>
<td>Spun Aluminum</td>
<td>33</td>
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<td>Steel</td>
<td>17</td>
<td>4.75</td>
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<td>Steel</td>
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<td>15.54</td>
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<tr>
<td>Wood</td>
<td>30-60</td>
<td>3.36</td>
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Continued On Sheet No. 5.502
### Interstate 4

| Pole Maintenance |  |  | $108.33 |

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Watts</th>
<th>Estimated Monthly kWh</th>
<th>Investment per Unit</th>
<th>Maintenance per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Pressure Sodium Wall Pack/Stem Light</td>
<td>100</td>
<td>39</td>
<td>N/A</td>
<td>$7.66</td>
</tr>
<tr>
<td>Shoe Box</td>
<td>150</td>
<td>57</td>
<td>4.89</td>
<td>8.02</td>
</tr>
<tr>
<td>Cobra</td>
<td>250</td>
<td>105</td>
<td>4.21</td>
<td>7.80</td>
</tr>
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<td>Shoe Box</td>
<td>250</td>
<td>105</td>
<td>4.89</td>
<td>8.08</td>
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<td>Cobra</td>
<td>400</td>
<td>163</td>
<td>N/A</td>
<td>7.45</td>
</tr>
<tr>
<td>High Mast</td>
<td>1000</td>
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<td>8.52</td>
<td>11.53</td>
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<td>Low Pressure Sodium Stem</td>
<td>55</td>
<td>149</td>
<td>N/A</td>
<td>10.14</td>
</tr>
<tr>
<td>Metal Halide</td>
<td>400</td>
<td>156</td>
<td>N/A</td>
<td>10.20</td>
</tr>
<tr>
<td>Mercury Vapor (no longer available for new installations as of 10-1-96)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign Lighting</td>
<td>175</td>
<td>70</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Sign Lighting</td>
<td>250</td>
<td>154</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### OUCOvenient Lighting Service

**Availability:** Anywhere within Orlando Utilities Commission’s charter boundaries.

**Applicability:** To any customer not governed by the Applicability of OUCOventional Lighting Service as described on Sheet No. 5.500.

**Monthly Energy Rates:**

Monthly Energy Charge: The monthly energy charge will be calculated based on one of the following criteria. If the lights are operated by a photoelectric control, the estimated kWh for each lamp will be applied to the standard energy and fuel charges utilized in the applicable Conventional Lighting Service. If the Customer has control of the lights operation, the consumption of the lighting system will be metered. The monthly kWh consumption will then be applied to the applicable electric rate effective at that time.
**Monthly Per Unit Charges:**

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

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

<table>
<thead>
<tr>
<th>CLASS</th>
<th>Description</th>
<th>POLE/FIXTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SL1</td>
<td>For all private lighting where a homeowners’ association will preside, all non-roadway lighting for governmental entities and for commercial customers with outdoor lighting projects with 100 or more lights.</td>
<td>0.998%</td>
</tr>
<tr>
<td>SL2</td>
<td>For all private projects 5-99 lights.</td>
<td>1.280%</td>
</tr>
<tr>
<td>SL3</td>
<td>For all sports lighting. Closed to new customers as of 10-1-08</td>
<td>1.349%</td>
</tr>
<tr>
<td>SL4</td>
<td>Long term sports lighting.</td>
<td>0.944%</td>
</tr>
</tbody>
</table>

**Monthly Maintenance Charge:** The monthly maintenance charge will be determined based on the type of fixture and lamp the customer has selected. This charge is designed to recover the estimated costs for required maintenance of the fixtures and lamps for the Contract Term.

**Special Provision:**

The customer will be required to sign the applicable Service Agreement for Lighting Service or a Service Agreement for Lighting Maintenance Service with OUC.

**OTHER APPLICABLE CHARGES**

**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 and Orange County Public Service Tax:**

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service Tax outside the city. The Municipal Utility Tax and the Orange County Public Service tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.
TERMS OF PAYMENT

A late charge of 1.5% or a minimum of $3.00 will be charged on all past due balances for non-government accounts. Bills are due and payable upon receipt and become past due on the date indicated on each bill. The past due date is approximately 18 days after the date of mailing the bill. Actual disconnection of the service takes place approximately 19 days after the past due date if the account is still unpaid.
STANDBY SERVICE
RATE SCHEDULE SS

“Standby Service” refers to electric energy and capacity supplied by OUC to supplement and/or replace energy or capacity ordinarily generated by the Customer’s own generation equipment during periods of scheduled maintenance or unscheduled outages. Both firm and non-firm Standby Service is offered by OUC through this tariff as specified below.

Availability:
Available to any point of delivery in the OUC service territory and to any Customer who is or would otherwise be taking electricity service through standard tariffs offered by OUC.

Applicability:
Standby Service is applicable to residential and non-residential Customers where all or part of the Customer’s electrical requirements is supplied by a generation source, other than OUC, which is located on the Customer’s premises. Customer class will remain consistent with the “Otherwise Applicable Rate Schedule”.

Service Agreement Requirement:
Customers wishing to connect their facilities to on-site generation must execute a Standby Service Agreement (SSA) with OUC no less than sixty (60) days prior to the date on which that on-site generation will first be operated to produce any electricity. The execution of a SSA does not supersede any pre-existing service agreement executed by the Customer with OUC.

Character of Service:
Alternating Current, 60 cycle, single or three-phase, at the Utility’s standard available voltages.

Metering Requirements:
Depending on the services provided, and the configuration of the Customer and OUC interconnection, the following types of meters may be required as part of receiving standby service.

System Usage Meter:
The meter(s) located at the Point of Delivery between the OUC electric system and the Customer’s electric system that measure the amount of electricity that the Customer receives from and through the OUC electric system in each billing interval. The billing interval is defined as the time interval over which energy or demand is integrated and recorded under the Applicable Service Classification.

On-Site Generator (OSG) Meter:
OUC shall also furnish and install one or more interval meter(s) for the purpose of measuring the output of each and all on-site generation facilities connected to OUC’s electric system, regardless of whether such generators are operated in parallel with OUC’s generation or are isolated for stand-alone operation with standby service provided by OUC. The Customer’s OSG Meter(s) will be synchronized or totalized with the measurements recorded on the same basis as the Customer’s System Usage Meter(s) and the Customer’s Credit Meter(s) (if any).

Otherwise Applicable Rate Schedule:
“Otherwise Applicable Rate Schedule” refers to the rate schedule under which the Customer would be receiving electricity service from OUC if the Customer were not qualified for service under the Standby Service Tariff.

Continued On Sheet No. 5.701
Calculation of Customer Bill:

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

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

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

Time of Use Periods:

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

**On-Peak Period:**
- Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 7 a.m. to 10 a.m. and 6 p.m. to 9 p.m., excluding Thanksgiving Day, Christmas Day, and New Year’s Day.
- Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 1 p.m. to 6 p.m., excluding Memorial Day, Independence Day and Labor Day.

**Shoulder Period**
- Winter Period: November 1 through March 31, Mondays through Fridays during the hours from 10 a.m. to 6 p.m., excluding Thanksgiving Day, Christmas Day and New Year’s Day.
- Summer Period: April 1 through October 31, Mondays through Fridays during the hours from 11 a.m. to 1 p.m. and 6 p.m. to 8 p.m., excluding Memorial Day, Independence Day and Labor Day.

**Off-Peak Period**

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

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 and Orange County Public Service Tax:

The monthly rate charges plus all adjustments are subject to the City of Orlando Municipal Utility Tax within the city and to the Orange County Public Service Tax outside the city. The Municipal Utility Tax and the Orange County Public Service Tax do not apply to amounts for fuel above a cost of 0.638¢ per kWh.

Minimum Charge:

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

Terms of Payment:

See “Terms of Payment” on Sheet No. 5.600.

Terms of Service:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RES</td>
<td>GSND</td>
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<tr>
<td>Customer Charge</td>
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</tr>
<tr>
<td>Demand Charge ($/kW)</td>
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<tr>
<td>Base Energy Charges (¢/kWh)</td>
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<td></td>
</tr>
<tr>
<td>Winter Period:</td>
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<tr>
<td>Peak Charge</td>
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<td>Off-Peak Charge</td>
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<td>0.744</td>
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</table>

Non-Firm Standby Service

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Secondary Service</th>
<th>Primary Service</th>
</tr>
</thead>
<tbody>
<tr>
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<td>RES</td>
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</tr>
<tr>
<td>Base Energy Charges (¢/kWh)</td>
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<td>Winter Period:</td>
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<tr>
<td>Peak Charge</td>
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<td>2.945</td>
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<td>Off-Peak Charge</td>
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Fuel Charge:

See Sheet No. 5.010 - OPTION B - Time of Use Rates
RESERVED FOR FUTURE USE
GENERAL SERVICE DEMAND
CURTAILABLE RIDER

Availability:
To customers receiving service under rate schedules GSD-SEC or GSD-PRI and where the measured monthly kW demand is 500 kW or more for twelve consecutive billing periods ending with the current billing period and the customer agrees to curtail 200 kW or more of electric use upon request of OUC and meet the special provisions of this schedule.

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

Monthly Rate:
Other than as stated below, the otherwise applicable rate schedule for electric service will apply.
Customer Charge $140.00
Curtailable Demand Credit $2.85 per kW

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

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

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

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

Continued On Sheet No. 5.801
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this Rate Schedule, a Customer shall be strictly responsible for the curtailment of his power requirements to no more than his Non-Curtailable Demand upon each request of OUC. OUC will have the right to test the customer’s ability to curtail as contracted. OUC will specify “This Is A Test”. Test curtailment periods will not exceed 90 minutes from initial curtailment request. Test requests will occur once a quarter. If a test is requested and the customer is unable to curtail as contracted, the penalty described in Special Provision No. 5 will apply.

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

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

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

PILOT SOLAR PHOTOVOLTAIC CREDIT PROGRAM RIDER
RATE SCHEDULE PV-CR

Availability
This rate, offered as a pilot program, is available anywhere within Orlando Utilities Commission’s service area.

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

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

Billed Energy
The billed energy (kWh) applied to the applicable standard tariff energy rate shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the customer’s PV system.

Special Provisions
1. A customer taking the Photovoltaic Energy Production Credit Rider must apply and enter into a RSSA or CSSA agreement, as applicable, and complete an Interconnection Agreement for PV systems with OUC. Commencement of this rider will occur once the customer has executed the agreement and the system installation has been inspected and approved by OUC.

2. OUC shall furnish and install at its expense such metering facilities, as OUC shall deem appropriate to measure the total amount of renewable energy produced by the customer’s PV system.
PILOT SOLAR THERMAL CREDIT RIDER
RATE SCHEDULE TH-CR

Availability
This rate, offered as a pilot program, is available to any non-residential customer anywhere within Orlando Utilities Commission’s (OUC) electric and water service area.

Applicability
Applicable, upon request, to eligible customers in conjunction with standard applicable rates. A Solar Thermal system is a device which contains solar panels that allows heat exchange to occur between a liquid moving through the solar panel and into a thermal storage tank via piping as described by the Solar Ratings and Certification Corporation (SRCC) in order to produce hot water. This pilot program is available to the first 2,000 kW of General Service solar thermal generation capacity.

Solar Thermal Energy Production Credit
The customer will receive a monthly credit of 3.0 cents per kWh equivalent for the production of solar energy as recorded by the meter installed on the customer’s thermal system.

Special Provisions
1. A customer taking the Solar Thermal Energy Production Credit Rider must apply and enter into a CSSA agreement, as applicable, with OUC. Commencement of this rider will occur once the customer has executed the agreement and the system installation has been inspected and approved by OUC.

2. At its own expense OUC shall furnish to a licensed contractor such metering facilities, as OUC shall deem appropriate to measure the total amount of renewable energy produced by the customer’s solar thermal system.

3. All other provisions of the otherwise applicable rate schedule will apply to customers served under this rider.
TOTALIZED METERING RIDER
RATE SCHEDULE TMR

Availability:
To customers whose services when totalized are eligible for rate schedules GSD-SEC or GSD-PRI, where the measured monthly totalized demand is equal to or exceeds 1,000 kW for three or more periods out of the twelve most recent billing periods and meet the special provisions of this schedule. In addition, to customers whose services were totalized prior to October 1, 2002.

Rate Per Month:
Other than as stated below, the otherwise applicable rate schedule for electric service will apply.
Administration Charge $200.00
Channel Charge $25.00 per channel

<table>
<thead>
<tr>
<th>Demand Charges</th>
<th>Secondary</th>
<th>Primary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sum of Channel Demands</td>
<td>$6.12 per kW</td>
<td>$5.58 per kW</td>
</tr>
<tr>
<td>Totalized Demand</td>
<td>$1.88 per kW</td>
<td>$1.92 per kW</td>
</tr>
</tbody>
</table>

Billing Demand:

Sum of Channel Demands: The sum of the average maximum 15-minute kW demand measured during the billing period for each channel of the totalized service.

Totalized Demand: The average maximum 15-minute kW demand recorded during the billing period for the totalized service.

Definition of Channel:
Each meter of the totalized service is considered a channel.

Special Provisions:
1. The customer must sign a Commercial Electric Service Agreement.
2. At its own expense, the customer must provide access to telephone lines for all meters at the facilities subscribed under this schedule. If on a temporary basis of three or fewer consecutive months, such telephone lines are unavailable, customer will be charged a Manual Read or Totalizers Charge (see Sheet No. 3.050). Unavailability for four or greater consecutive months will result in non-compliance of this special provision.
3. The customer will be required to make a non-refundable contribution for the additional cost to OUC for any metering or metering infrastructure equipment necessary for totalization.
4. The customer’s facilities subscribed under this schedule must be operated under the same name and in a campus environment defined as contiguous properties not bisected by public roadways.
5. For customers enrolled after October 1, 2002, where the measured monthly kW demand for each channel is equal to or exceeds 200 kW for three or more periods out of the twelve most recent billing periods.
6. All channels of the totalized service must be served entirely at secondary voltage or entirely primary voltage.
7. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.
RENEWABLE ENERGY PROGRAM RIDER
RATE SCHEDULE RE

Availability
This rate is offered as a program available to any OUC retail residential or commercial non-demand customer.

Applicability
Applicable, upon request, to eligible customers in conjunction with standard rates. Customer billing will start on the next billing cycle following receipt of the service request.

Character of Service
Customers may purchase 200-kWh blocks of renewable energy produced at or acquired from facilities using biomass fuel, wind generation, photovoltaic generation, and/or other renewable energy sources. Renewable Energy customers will be served from the existing OUC electrical system. The renewable energy may not be delivered directly to the customer, but will displace energy that would have otherwise been produced from traditional fossil fuel or nuclear generation resources.

Monthly Rate

_Type I:_
$5.00 per month for each 200-kWh block of Blended Renewable Energy purchased in addition to charges applied under otherwise applicable rate schedules.

_Type II:_
$10.00 per month for each 200-kWh block of 100% Solar Energy purchased in addition to charges applied under otherwise applicable rate schedules.

Term of Service
Service under Rate Schedule RE shall be for a minimum of one (1) billing period.
NON-STANDARD METER RIDER RATE SCHEDULE NSMR

Availability:
Available throughout the entire 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 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.
EDR

ECONOMIC DEVELOPMENT RIDER
RATE SCHEDULE EDR

Availability:
Available throughout the entire service territory served by the OUC until such time as OUC may terminate
the program. Customer’s desiring to take service under this rider must make a written request for service.

Applicability:
This rider is available for permanent load initially established after August 1, 2014 which is associated with
service to new establishments or the expansion of existing businesses who meet the Qualifying Criteria
as set forth in this rider. This rider is not available for retention of existing load or for relocation of existing
load within the OUC’s defined service territory. Relocating businesses that provide expansion of existing load may
qualify for the expanded load only. Additional metering equipment may be required to qualify for this rider.
This rider is not available for short-term, construction, temporary service or renewal of previously existing
service. Customers must execute an Economic Development Rider Service Agreement (“EDRSA”) and such
agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:
1. The minimum qualifying Billing Demand of the new load must be at least 500 kW with a minimum
load factor of 50%.
2. The customer’s facilities subscribed under this tariff must be operated under the same billing name and in
a campus environment defined as contiguous properties not bisected by public roadways.
3. The new or expanding business must be a targeted industry as defined by the state of Florida’s most current
economic development policy.
4. The new or expanding business must employ within the OUC service territory an additional workforce of
25 new full-time employees with salaries at or above 150% of the median annual wage for the Orlando
Standard Metropolitan Statistical Area.
5. Qualifying customers must provide written documentation attesting that the availability of this rider is a
significant factor in the customer’s location/expansion decision.

Limitation of Service:
Service under this tariff is limited to an aggregate load served of 50 megawatts or a total of 25 customers.
Standby or resale service not permitted hereunder. Service under this tariff cannot be combined with service
under the CISR tariff. Service under this rider is available on a first come, first served basis.

Description:
A credit based on the percentages below will be applied to the demand charges and non-fuel base charges
of the Customer’s otherwise applicable rate schedule associated with the qualifying new load.

<table>
<thead>
<tr>
<th>Year of Agreement</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>20%</td>
</tr>
<tr>
<td>Year 2</td>
<td>15%</td>
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<td>Year 3</td>
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<tr>
<td>Year 4</td>
<td>5%</td>
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*All other charges including customer charge and fuel charge will also be based on the customer’s otherwise
applicable rate schedule. In addition, all other provisions of the customer’s otherwise applicable rate
schedule shall apply.

Continue on Sheet No. 5.941
Term of Service:
The contract term under this rider shall be four (4) years from the commencement of service of the new load.

Provisions for Early Termination:
If OUC terminates service under this rider for the Customer’s failure to comply with the terms and conditions of this rider, the Customer will be required to reimburse OUC for any discounts received under this rider plus interest.

If the Customer opts to terminate service under this rider before the four year term of service specified in the EDRSA, the Customer will be required to reimburse OUC for any discount received under this rider plus interest.
COMMERCIAL/INDUSTRIAL SERVICE RIDER
RATE SCHEDULE CISR

Availability:
Available throughout the entire service territory served by OUC until such time as OUC may terminate the program. This rate schedule is available, at OUC’s option, to non-residential customers currently taking firm service or qualified to take firm service under OUC’s General Service Demand Rate Schedules. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to OUC’s approval with OUC under no obligation to grant service under this rider.

Applicability:
Service provided under this optional rider shall be applicable to all, or a portion of the customer’s existing or to projected electric service requirements which the customer and OUC have determined, but for the application of this rider, would not be served by OUC and which otherwise qualifies for such service under the terms and conditions set forth herein (“Applicable Load”). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter or served under OUC’s Totalized Metering Rider Rate Schedule and must exceed a minimum level of demand and load factor as determined from the following provisions: Retained Load: 2,000 kW or more of monthly Billing Demand for each of the consecutive 12-months prior to the request for service under this CISR rider and a 50% annual load factor for the 12-months prior to the request for service under this CISR rider.

New Load: 2,000 kW or more of Billing Demand with an annual load factor of 50%.

For customers who have elected to take service under the Totalized Metering Rider Rate Schedule the Billing Demand shall be the Totalized Demand.

Any customer receiving service under this CISR rider must provide the following documentation, the sufficiency of which shall be determined by OUC:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by OUC;

2. Such documentation as OUC may request demonstrating to OUC’s satisfaction that there is a viable lower cost alternative to the customer’s taking electric service from OUC; and

3. In the case of existing customer, an agreement to provide OUC with a recent energy audit of the customer’s physical facility which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer’s cost of energy in addition to any discounted pricing provided under this rider.

Each customer shall enter into a sole supplier Contract Service Agreement (“CSA”) with OUC to purchase the customer’s entire requirements for electric service at the service locations set forth in the CSA.

Continue on Sheet No. 5.951
Limitation of Service:
Standby or resale service not permitted hereunder.

Character of Service:
This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service.

Monthly Charges:
Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:
$250.00 per month

Demand/Energy Charges:
The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs OUC incurs in serving the customer plus a contribution to OUC’s fixed costs.

Provisions and/or Conditions Associated with Monthly Charges:
Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA.
### INDEX

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<td>Commercial Solar Service Agreement (&quot;CSSA&quot;)</td>
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<td>6.800 – 6.811</td>
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</table>
PAYMENT RECEIPT EXAMPLE
SERVICE AGREEMENT FOR
SPORTS LIGHTING SERVICE
(CLOSED TO NEW CUSTOMERS AS OF JANUARY 1, 2008)

This Agreement is entered into this _____ day of _______________, 2001, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter “OUC”) and ____________________________________________, (hereinafter “CUSTOMER” whose address ____________________________________________), for the provision of Lighting Service as more particularly set forth below.

SECTION 1– OUC AGREES:

1. OUC in accordance with the rates, terms and provisions of OUC’s Rate Schedule set forth in Exhibit 1 shall install, provide and maintain Lighting Service as set forth in Exhibit 1.
2. OUC shall annually deliver notice to the Customer of changes to those rates set forth in Exhibit 1.

SECTION 2– THE CUSTOMER AGREES:

1. To purchase from OUC all of the electric energy used for the operation of the Lighting Service.
2. To be responsible for paying, when due, all bills rendered by OUC pursuant to OUC’s Lighting Rate Schedule set forth in Exhibit 1 for facilities and service provided in accordance with this agreement.
3. Be responsible for trimming trees that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.

SECTION 3– THE PARTIES MUTUALLY AGREE:

1. OUC, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
2. Installation shall be made per a schedule when, in the judgment of OUC, the location and the type of the facilities are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance.
SERVICE AGREEMENT FOR LIGHTING SERVICE
(CLOSED TO NEW CUSTOMERS AS OF JANUARY 1, 2008)

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

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

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

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

Continued on Sheet No. 6.151
SECTION 4: THE PARTIES MUTUALLY AGREE:

4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.

4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a “Force Majeure Event”). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

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

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

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

4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.
4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.

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

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

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

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

5.1 Term: The initial term of this Agreement (the “Term”) shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full compliment of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.

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

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

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

SECTION 6: GOVERNING LAW

The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

____________________________________
(CUSTOMER)

Federal ID #_____________________________
By: _________________________________
Name: _______________________________
Title: _______________________________
Date: ________________________________

ATTEST:
By: _________________________________
Name: _______________________________
Title: _______________________________

By: _________________________________
Name: _______________________________
Title: _______________________________

STATE OF FLORIDA
COUNTY OF ____________________
The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by ______________________________. He is personally known to me or has produced ____________________________ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: ____________________________

Continued on Sheet No. 6.155
ORLANDO UTILITIES COMMISSION

By:____________________________________
Name:     Kenneth P. Ksionek
Title:        General Manager & CEO
Date:__________________________________

ATTEST:          By:____________________________
Name:     Sharon L. Knudsen
Title:        Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Notarial Seal)

Notary Public, State of Florida

Print Name: ____________________________

Continued on Sheet No. 6.156
EXHIBIT 1

LIGHTING SERVICE FEES

Rate Per Month:
The monthly charge for Lighting Service shall consist of the sum of the following items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

Monthly Lighting Service Charge** $0.00

**Fuel and Energy Charges are normally revised every twelve months

Additional Charges:
Tax charges may also apply and may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%), exclusive of fuel charges.

LIGHTING SERVICE

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

Lighting Equipment:
(20) 400 watt metal halide shoebox fixtures
(10) tenon top 35 feet concrete poles
All associated poles, fixtures, parts, wires, conduit, junction boxes, photocells, controllers, and bases

(Delete whichever does not apply below and remove parenthesis)
(The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN
(All at once)
(The Lighting Equipment shall be installed in phases. Billing shall commence with the amount being proportional to the number of lights installed and energized, and also to the installed infrastructure within each phase. The term shall commence upon receipt of a bill encompassing the total number of lights within each phase.)
EXHIBIT 1 (CONTINUED)

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: ________________________________
Premise Address: ________________________________
City, State, Zip: ________________________________

BILLING INFORMATION

Billing Contract Name: ________________________________
Billing Address: ________________________________
City, State, Zip: ________________________________
Billing Contact Name: ________________________________
Billing Contact Phone: ________________________________
Federal Tax ID: ________________________________

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: ________________________________
Premise Number: ________________________________
Work Request No: ________________________________
RESIDENTIAL SOLAR SERVICE AGREEMENT (RSSA)
CUSTOMER–SITED SOLAR SYSTEMS

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

1. REPRESENTATIONS. The Customer makes the following representations:
   a) Customer owns the home and solar system(s) at the Service Address set forth above.
   b) The solar photovoltaic system(s) for consideration under this agreement is/are:
      Size:____________ KW (DC capacity)

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

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

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

Customer initial:____________

Continued On Sheet No. 6.301
5. TERMS AND CONDITIONS.

a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.

b) The Customer must receive electric power from OUC and maintain an account in the Customer’s name throughout the term of this Agreement.

c) The Customer must provide OUC with a copy of the electrical one-line diagram for the PV system.

d) The Gross Power Rating of the PV system shall not exceed two (2) megawatts as defined in Appendix A (F.A.C. 25-6-.65).

e) The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC’s interconnection requirements.

f) If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the Customer’s energy consumption as shown on the next billing cycle as set forth in the Company’s Net Metering for Customer Owned Renewable Generation Tariff on file with the FPSC which may be changed from time to time. The Customer’s “Billed Energy” shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer’s PV system.

g) If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC’s distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Credit Program Rider, but on the otherwise applicable tariff rate.

h) The Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement.

i) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.

j) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).
k) Customer shall indemnify, defend, and hold OUC, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the Solar system or any component equipment of the system.

l) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.

m) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.

n) Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer for the limited purpose of ensuring that the Environmental Attributes associated with the Customer’s solar system have not been sold to another entity and meet the reporting requirements of the FPSC Rule 25-6.065.

o) Customer acknowledges that as a Municipal Utility, OUC is required to provide public information on the location and size of the solar system(s) to both public and private entities upon written request unless the solar customer is otherwise exempt.

p) OUC will own, read, and maintain the solar system(s) meter(s).

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

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

Customer Signature ______________________________

Effective Date ______________________________

This document must be completed and signed by the person whose name is on the OUC account.

Customer initial:____________
COMMERCIAL SOLAR SERVICE AGREEMENT (CSSA)  
CUSTOMER–SITED SOLAR SYSTEMS

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

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

   a)  They are individually authorized and competent to sign this Agreement, and that they have read the Agreement and agree to be bound by its terms.

   b)  Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address, and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.

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

      ☐  Solar Photovoltaic System
         Size: ____________ KW (DC capacity)

      ☐  Solar Thermal Water Heating System
         Size: ____________ Sq. Ft. (Collector)

   d)  OUC shall provide customer with a one-time solar thermal meter credit of two-hundred-fifty dollars ($250) to offset the cost of installing each BTU meter.

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

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

Continued On Sheet No. 6.401
4. **PURCHASE PRICE.** The price for the Environmental Attributes shall be a payment based on OUC’s receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company’s Electric Tariff (Pilot Solar Photovoltaic Credit Program Rider and/or Pilot Solar Thermal Credit Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.

5. **TERMS AND CONDITIONS**
   
   a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
   
   b) The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.
   
   c) For Solar Photovoltaic (PV) Systems:
      
      c1. The Customer must receive electric power from OUC.
      
      c2. The PV system shall be no larger than one (1) megawatt, nameplate direct current (DC) output capacity.
      
      c3. The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC’s interconnection requirements.
      
      c4. If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the customer’s energy consumption as shown on the next billing cycle as set forth in the Company’s Net Metering for Customer Owned Renewable Generation tariff or other tariffs on file with the FPSC which may be changed from time to time. The Customer’s “Billed Energy” shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer’s PV system.
      
      c5. If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC’s distribution system; however, the Customer shall not be billed based on the Pilot Solar Photovoltaic Rider, but on an otherwise applicable tariff rate.
   
   d) For Solar Thermal Water Heating Systems:
      
      d1. Solar thermal water heating systems must be used for potable water heating.
      
      d2. Solar pool water heating systems are excluded under this agreement.
   
   e) OUC shall purchase and own all Environmental Attributes produced by the solar system(s), and the Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement. Upon the customer request to terminate this agreement under section 3, OUC shall have the right of first refusal with respect to any and all bona fide offers to purchase Environmental Attributes and agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by Customer of a bona fide offer.
f) This Agreement is assignable by Customer to any subsequent purchaser of the Service Address, pursuant to section 5(q) below.

g) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.

h) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).

i) Customer shall indemnify, defend, and hold OUC, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the Solar system or any component equipment of the system.

j) This Agreement and the terms contained in the Agreement shall be binding and enforceable against the parties for as long as the Agreement remains in effect.

k) If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, parties specifically agree to be responsible for their own attorney's fees and costs, whether incurred at trial or on appeal unless awarded as part of any settlement or judgment. Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.

l) The parties agree that a cause of action for breach of any provision of this Agreement shall not accrue with regard to statutory time limitations until the non-breaching party actually discovers the breach.

m) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.

n) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.

o) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, and shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Customer is released from any and all future liability under this Agreement upon its assignment.

p) By executing this Agreement, Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer under this Agreement to other Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of Environmental Attributes for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and to meet the reporting requirements of FPSC Rule 25-6.065.
q) OUC will own, read, and maintain the solar system(s) meter(s).

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

IN WITNESS WHEREOF, Customer and OUC, executed this Agreement _______this day of ________________________ 20____

CUSTOMER CORPORATION

By: ________________________________
Print Name: _________________________
Title: _______________________________
Date: ______________________________

ATTEST:

By: ________________________________
Name: _______________________________
Title: _______________________________

By: ________________________________
Name: _______________________________
Title: _______________________________
STATE OF FLORIDA COUNTY OF ORANGE

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

(Notarial Seal)                                                                                           Notary Public, State of Florida

Print Name: __________________________________________

____________________________________________________________________________________________________

By: Sharon L. Knudsen  By: Kenneth P. Ksionek
Title: Assistant Secretary  Title: General Manager and CEO

STATE OF FLORIDA COUNTY OF ORANGE

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

(Notarial Seal)                                                                                           Notary Public, State of Florida

Print Name: __________________________________________

____________________________________________________________________________________________________

Form of Execution of the foregoing Agreement is hereby approved:

By: ____________________________________________________________________________________________

Attorney for OUC
## A. APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>OUC Account No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
<td></td>
</tr>
<tr>
<td>Street Address (if different from above):</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
<td></td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

## B. RENEWABLE GENERATION SYSTEM

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>Gross Power Rating</th>
<th>Watts</th>
</tr>
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<tbody>
<tr>
<td>List Manufacturer/Model No. for:</td>
<td>Interconnecting Equipment:</td>
<td>Batteries (if applicable):</td>
</tr>
<tr>
<td>System Location:</td>
<td>Interconnecting Equipment Location:</td>
<td>AC Disconnect Location:</td>
</tr>
</tbody>
</table>

## C. INSTALLATION CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Installation Contractor Name:</th>
<th>FL License No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
<td></td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Proposed Installation Date:</td>
<td></td>
</tr>
</tbody>
</table>

## D. HARDWARE AND INSTALLATION COMPLIANCE

1. The system hardware has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in Part B, Subsection 1 of Appendix A.

2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems and the 2005 National Electrical Code (NEC).

3. The system installation has been permitted and passed inspection.

Signed (Contractor): Date: Name (Print): Company:

## E. OWNER ACKNOWLEDGEMENT

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

Signed (Owner): Date:

## F. UTILITY APPROVAL

1. Satisfies OUC Interconnection Requirements

   OUC Representative Name (Print): OUC Representative Signature: Date:

2. Satisfies Code Requirements

   Inspector Name (Print): Inspector Signature: Date:
EXHIBIT A INTERCONNECTION APPLICATION AND COMPLIANCE FORM FOR PHOTOVOLTAIC SYSTEMS UP TO 2 MW

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

B. PHOTOVOLTAIC INFORMATION
System Name/Model: ___________________________
Array DC Power at STC ___________________________ Watts
List Manufacturer/Model No. for:
Modules: __________________ Inverter: __________________ Batteries (if applicable): __________________
System Location: __________________ Inverter Location: __________________
AC Disconnect Location: __________________

C. INSTALLATION CONTRACTOR INFORMATION
Installation Contractor Name: __________________ FL License No.: __________________
Address: __________________
City, State & Zip: __________________
Daytime Phone: __________________ Fax: __________________ Email: __________________
Proposed Installation Date: __________________

D. HARDWARE AND INSTALLATION COMPLIANCE
2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems and the 2005 National Electrical Code (NEC).
3. The system installation has been permitted and passed inspection.
Signed (Contractor): ___________________________ Date: __________________
Name (Print): __________________ Company: __________________

E. OWNER ACKNOWLEDGEMENT
I have been given system warranty information, and an operation manual. I have read and agree to comply with OUC’s Interconnection Requirements attached herein as Appendix A. Also, I have been instructed in the operation of the system.
Signed (Owner): __________________ Date: __________________

F. UTILITY APPROVAL
1. Satisfies OUC Interconnection Requirements
OUC Representative Name (Print): __________________
OUC Representative Signature: __________________ Date: __________________
2. Satisfies Code Requirements
Inspector Name (Print): __________________
Inspector Signature: __________________ Date: __________________
APPENDIX A
INTERCONNECTION REQUIREMENTS FOR ALL
RENEWABLE GENERATION SYSTEMS UP TO 2 MW

A. Definitions

1. “Customer-owned renewable generation system” (RGS) means an electric generating system located on a customer’s premise that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy. The term “customer-owned renewable generation” does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third-party.
   a. Tier 1 is a system with a rating of 10 kW or less.
   b. Tier 2 is a system with a rating of greater than 10 kW and less than or equal to 100 kW.
   c. Tier 3 is a system with a rating of greater than 100 kW and less than or equal to 2 MW.

2. “Renewable energy”, as defined in Section 377.803, Florida Statutes, means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

3. Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1000 watts/m² solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.

4. Inverter, also referred to as a power conditioner, is a dc to ac device that converts PV energy to ac energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding.

5. “Gross Power Rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generating system that will be interconnected to and operate in parallel with the utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

B. Standards and Codes

1. Inverters, PV Modules and Panels
   a. Inverter(s) must be listed and in compliance with Underwriters Laboratories (UL) Subject 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of the UL 1741 standard will be, by definition, “non-islanding” inverters and will comply with the IEEE 1547-2003 interconnection standard.
   b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2003), upon loss of sensed voltage, is required. This is verified with on-site testing.
c. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.

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

2. System Installation. Customer certifies that the RGS installed shall be in compliance with the following standards:


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

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

3. GPR

a. The GPR shall not exceed 90% of the Customer’s utility distribution service rating at the Customer’s location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

b. It is the Customer’s responsibility to notify OUC of any change to the GPR by submitting a new Interconnection Application and Compliance Form specifying the modifications at least 30 days prior to making the modifications.

4. OUC Inspection and Approval.

a. Customer shall have the installed RGS inspected and approved by the appropriate local code authorities having jurisdiction. OUC reserves the right to require the Customer to provide proof of this inspection and approval.

b. Prior to operation, OUC reserves the right to inspect the RGS installation to ensure compliance with the standards and codes noted in the previous sections. If OUC chooses to exercise this option, it agrees to inspect and, if the system is in compliance, provide written approval of the interconnection (using the Interconnection Application and Compliance Form) within ten working days following the request for inspection and approval. Parallel operation of the RGS with the grid shall not begin without the approval of OUC. The customer must notify OUC of any modifications at least 30 days prior to making the modifications.

5. Islanding. The Customer shall not energize OUC’s system when it is de-energized. The Customer shall cease to energize OUC’s system during a faulted condition on OUC’s system. The Customer shall cease to energize OUC’s system prior to the automatic or non-automatic reclosing of OUC’s protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer’s and OUC’s systems.
6. Extreme Conditions. OUC reserves the right to refuse to accept electric power from the PV system under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the PV system, it agrees to notify the Customer when such conditions exist or are anticipated, and to reconnect when the adverse conditions no longer exist. Examples of conditions that may lead to disconnection include:
   a. OUC system emergencies and/or maintenance requirements,
   b. Hazardous conditions existing on the RGS or its protective equipment,
   c. Adverse effects of the RGS operation on other OUC customers, or
   d. Failure of the RGS complying with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over the generating equipment or operation.

7. External Disconnect Switch.
   a. For Tier 1 RGS OUC recommends, but does not require, an isolation device (manual disconnect switch). However, without an isolation device, (should there be a need to isolate the RGS) OUC will remove the meter, resulting in loss of utility distribution service.
   b. For Tier 2 and Tier 3 RGS, OUC reserves the right to require an isolation device per IEEE 1547-2003. The isolation device shall be a manual disconnect switch of the visible load break type that is both visible and accessible by OUC personnel. The isolation device shall be located separate from, but adjacent to, the meter base.

8. Testing of Protective Relays. OUC reserves the right to review periodic test reports as required per IEEE 1547-2003.

9. Insurance.
   a. Tier 1 RGS, OUC recommends that the Customer maintain an appropriate level of general liability insurance for personal injury and property damage.
   b. Tier 2 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than one million dollars ($1,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer’s insurance as a covered addition to the Customer’s insured property. For residential customers with systems between 10 kW and 20 kW, OUC recommends that the customer maintains an appropriate level of general liability insurance for personal injury and property damage.
   c. Tier 3 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than two million dollars ($2,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the Customer’s insurance as a covered addition to the Customer’s insured property.
10. RGS Equipment Protection. It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of OUC in delivering and restoring system power. The customer is also responsible for ensuring that its RGS equipment is inspected, maintained and tested regularly in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.

11. Isolation Transformer. RGS greater than 20 kW must be interconnected to OUC’s system through an isolation transformer (other than RGS owner, no other OUC customer is to be served from this transformer).

12. Transfer Trip and Reclose Blocking. For Tier 2 and Tier 3 RGS where the aggregate generation capacity exceeds 15% of the peak load on any automatic reclosing device, OUC requires transfer trip and reclose-blocking on automatic reclosing devices.

13. System Study. RGS greater than 100 kW may require a system study. Additional protective devices may be required, as specified in the OUC “Guide for Producer-Owned Generating Interconnections”.

Continued From Sheet No. 6.503
ORLANDO UTILITIES COMMISSION
ECONOMIC DEVELOPMENT RIDER
Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

_______________________________________
CUSTOMER NAME

_______________________________________              ___________________________________
ADDRESS                                                                    TYPE OF BUSINESS

The Customer agrees hereto as follows:

1) To create __________ full-time jobs with an annual wage of 150% of the prevailing Orlando, Kissimmee, and Sanford Metropolitan Statistical Area as compiled by the United States Bureau of Labor Statistics.

2) That the quantity of new or expanded load shall be __________ KW of demand with a _____% load factor.

3) The nature of this new or expanded load is ____________________________________________.

4) To initiate service under this rider on __________, __________, and terminate service under this rider on __________, __________. This shall constitute a period of 4 years.

5) In case of early termination by the Customer, or an early discontinuation by the Orlando Utilities Commission for a violation of the terms and conditions of this rider, the Customer shall be required to repay Orlando Utilities Commission the cumulative discounts received to date under this rider plus interest.

6) If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under the rider and continue the schedule of rate reductions, provided Customer provides Orlando Utilities Commission a copy of the executed assignment within 90 days of said change in ownership.

7) All terms of Rate Schedule EDR, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer’s location/expansion decision.

Signed: ______________________________                 Accepted by: __________________________
Customer                                                                Orlando Utilities Commission

Title: ________________________________                Title: ________________________________
Date: ________________________________                Date: ________________________________

ISSUED BY: Kenneth P. Ksionek, Secretary                              Effective: August 1, 2014
CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER

This Contract Service Agreement ("Agreement") is made and entered into as of this ______ day
of __________, by and between ________________________, (hereinafter called the “Customer”) and
the Orlando Utilities Commission, (hereinafter called the “Orlando Utilities Commission”).

WITNESSETH:

WHEREAS, the Orlando Utilities Commission is a statutory commission existing under the laws
of the state of Florida; and

WHEREAS, the Customer is _______________________; and

WHEREAS, the Customer can receive electric service from the Orlando Utilities Commission
under tariff schedule _______ at the service location described in Exhibit “A”; and

WHEREAS, the present pricing available under the Orlando Utilities Commission’s rate
schedule _______ is sufficient economic justification for the Customer to decide not to take electric
service from the Orlando Utilities Commission for all or a part Customer’s needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric
service from the Orlando Utilities Commission unless a pricing adjustment is made under the Orlando
Utilities Commission’s Commercial / Industrial Service Rider (“CISR”); and

WHEREAS, the Orlando Utilities Commission has sufficient capacity to serve the Customer
at the aforementioned service location for the foreseeable future and for at least the following
month period; and

WHEREAS, the Orlando Utilities Commission is willing to make a pricing adjustment for the
Customer in exchange for a commitment by the Customer to continue to purchase electric energy
exclusively from the Orlando Utilities Commission at agreed upon service locations (for purposes of
this Agreement, the “electric energy” may exclude certain electric service requirements served by the
Customer’s own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Orlando Utilities
Commission and Customer agree as follows:

1. Rate Schedules – The Orlando Utilities Commission agrees to furnish and the Custom-
er agrees to take power pursuant to the terms and conditions of the Orlando Utilities
Commission’s tariff, rate schedules _______ and CISR as currently on file with the Florida
Public Commission which may be changed from time to time. The Customer agrees to abide
by all applicable requirements of the tariff, rate schedules _______ and CISR, except to the
extent specifically modified by this Agreement. Copies of the Orlando Utilities Commission’s
currently approved rate schedules _______ and CISR are attached as Exhibit “B” and made
a part hereof.

2. Term of Agreement – This Agreement shall remain in force for a term of _________ months
commencing on the date above first written.

Continued on Sheet No. 6.602
3. Modifications to Tariff and Rate Schedule – See Exhibit “C” to this Agreement.

4. Exclusivity Provision – During the term hereof, the Customer agrees to purchase from the Orlando Utilities Commission the Customer’s entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The “entire requirements for electric capacity and energy” may exclude certain electric service requirements served by the Customer’s own generation as of the date of this Agreement.

5. Termination – This Agreement shall remain in effect for the period defined in the Term of the Agreement above. This Agreement may be terminated in the following manners:

   a. Inaccurate or Misleading information – for the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Orlando Utilities Commission relied upon in entering into this Agreement, this Agreement shall be considered terminated immediately upon such a determination by Orlando Utilities Commission, and within thirty (30) days the Customer shall remit to Orlando Utilities Commission the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit C to this Agreement.

   b. Minimum Load – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If at any time the customer ceases to maintain a minimum demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Orlando Utilities Commission may cancel the Agreement and immediately discontinue any negotiated discounts.

6. Entire Agreement – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Orlando Utilities Commission and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.

7. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Orlando Utilities Commission’s tariff, rate schedule and CISR filed by the Orlando Utilities Commission with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR), the terms and conditions of this Agreement shall control.

8. Notices – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

   If to the Orlando Utilities Commission:

   Orlando Utilities Commission

   ________________________________
   ________________________________
   ________________________________

   Facsimile: ____________________
   Attention: ____________________

   Continued on Sheet No. 6.603
Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

9. Assignment; No Third Party Beneficiaries – This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party’s successors and assigns.

10. Waiver – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

11. Headings – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

12. Counterparts – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Dispute Resolution** – All disputes arising between the Customer and the Orlando Utilities Commission under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.

14. **Governing Law** – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. **Confidentiality** – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Orlando Utilities Commission and any information developed by the Orlando Utilities Commission in connection therewith shall be subject to Florida’s Public Records law, Chapter 119, Florida Statutes and where permissible, shall be treated by the Orlando Utilities Commission as confidential, proprietary information in accordance with Florida law.

IN WITNESS WHEREOF, the Customer and the Orlando Utilities Commission have executed this Agreement the day and year first above written.

_________________________________________  _______________________________________

AUTHORIZED SIGNATURE  AUTHORIZED SIGNATURE

____________________  ______________________

TITLE  TITLE

WITNESSES:  WITNESSES:

By: ____________________________  By: ____________________________

[Type Name]  [Type Name]

_________________________________________

[Type Name]  [Type Name]

[CORPORATE SEAL]  [CORPORATE SEAL]

Continued on Sheet No. 6.605
Contract Service Agreement

Exhibit A

Customer Name and Service Locations(s):

________________________________________________________________________

________________________________________________________________________

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

______________________________(Copies attached).

Continued on Sheet No. 6.606
Contract Service Agreement

Exhibit B

ATTACH APPLICABLE TARRIFF RATE SHEET

Continued on Sheet No. 6.607
Contract Service Agreement
Exhibit C

Customer Name and Service Locations(s):


(The otherwise applicable rates may be the GSD-Pri or GSD-Sec).

A credit based on the percentages below will be applied to the demand charges and non-fuel energy charges of the Customer’s otherwise applicable rate schedule (as currently approved by the Florida Public Service Commission or as said tariff and rate schedules may be modified in the future and approved by the Florida Public Service Commission) associated with the Customer’s Load:

<table>
<thead>
<tr>
<th>Year</th>
<th>% reduction in demand charge and % reduction in non-fuel energy charges*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year ___ – ___</td>
<td>___ % reduction in demand charge and ___ % reduction in non-fuel energy charges*</td>
</tr>
<tr>
<td>Year ___ – ___</td>
<td>___ % reduction in demand charge and ___ % reduction in non-fuel energy charges*</td>
</tr>
<tr>
<td>Year ___ – ___</td>
<td>___ % reduction in demand charge and ___ % reduction in non-fuel energy charges*</td>
</tr>
</tbody>
</table>

(Additional years may be added in accordance with the CSA).

* All other charges including customer charge and fuel charge will be based on the Customer’s otherwise applicable rate.
SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this _____ day of _____________ 20__, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida 32801 and SAMPLE, INC., whose address is Sample Address, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

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

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

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

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

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

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

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

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

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

1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.
SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC’s reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

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

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

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

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

4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER’s successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.

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

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

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

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

4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC’s sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.
SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

5.1 The initial term of this Agreement (the “Term”) shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

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

5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year’s rate.
5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC’s general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC’s ability to issue tax exempt bonds. Any such termination shall be made by 30 days’ prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

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

SECTION 6: MISCELLANEOUS

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

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

6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. “Electronic mail” shall not be considered a “writing” for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:
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.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the “Banners”) from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the “Banner Arms”). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Continued on Sheet No. 6.708
Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

SAMPLE, INC.
Federal ID #:___________________________
By:_________________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________

ATTEST: SAMPLE, INC.
By: ___________________________________
Name: _______________________________
Title: _______________________________

By: ___________________________________
Name: _______________________________
Title: _______________________________

STATE OF FLORIDA
COUNTY OF _______________

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

(Notarial Seal)

____________________________________
Notary Public, State of Florida

Print Name: _______________________________

Continued on Sheet No. 6.709
Continued From Sheet No. 6.708

ORLANDO UTILITIES COMMISSION

By: ________________________________

Name: Kenneth P. Ksionek
Title: General Manager & CEO
Date: ________________________________

ATTEST: By: ____________________________

Name: Sharon L. Knudsen
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Notarial Seal)

________________________________
Notary Public, State of Florida

Print Name: ____________________________

Continued on Sheet No. 6.710
EXHIBIT 1

LIGHTING SERVICE FEES

Rate Per Month:

<table>
<thead>
<tr>
<th>Monthly Lighting Service Charge</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Investment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fuel and Energy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:
All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:
(Delete whichever does not apply below and remove parenthesis)

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

PHASED INSTALLATION PLAN

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

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

Continued on Sheet No. 6.711
EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222
Light out Web Address –
CUSTOMER Project Reference Number - ________________________________

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: ________________________________
Premise Address: ________________________________
City, State, Zip: ________________________________

BILLING INFORMATION

Billing Contract Name: ________________________________
Billing Address: ________________________________
City, State, Zip: ________________________________
Billing Contact Name: ________________________________
Billing Contact Phone: ________________________________
Federal Tax ID: ________________________________

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: ________________________________
Work Request No: ________________________________
SERVICE AGREEMENT FOR
SPORTS LIGHTING SERVICE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

Continued on Sheet No. 6.801
1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC’s reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

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

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

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

4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC’s Lighting Inspector.
4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.

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

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

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

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

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

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

5.1 The initial term of this Agreement (the “Term”) shall be for twenty five (25) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, which ever occurs first, and shall terminate at the end Three Hundred (300) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

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

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

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

SECTION 6: MISCELLANEOUS

6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

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

If to OUC:
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Vice President, Customer Connection

If to Customer:
__________________________________________________
__________________________________________________
__________________________________________________
Attention: ____________________________

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

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

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

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

2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.

3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.

4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

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

SAMPLE, INC.
Federal ID #_______________________
By:_______________________________
Name:____________________________
Title:_____________________________
Date:_____________________________

ATTEST: SAMPLE, INC.
By:_______________________________
Name:____________________________
Title:_____________________________
By:_______________________________
Name:____________________________
Title:_____________________________

STATE OF FLORIDA
COUNTY OF _______________

The foregoing instrument was acknowledged before me this ____ day of _____________, 20__,
by ______________________________. He is personally known to me or has
produced _________________________ as identification.

(Notarial Seal) __________________________________________
Notary Public, State of Florida
Print Name: ______________________________

Continued on Sheet No. 6.809
ORLANDO UTILITIES COMMISSION

By: ____________________________
Name: Kenneth P. Ksionek
Title: General Manager/CEO
Date: ____________________________

ATTEST:
By: ____________________________
Name: Sharon L. Knudsen
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Notarial Seal)

______________________________
Notary Public, State of Florida
Print Name: ________________________________
EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge

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

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

- OUC Installed Lighting Equipment:
  - All associated poles, fixtures, parts, wires, photocells, and controllers

- CUSTOMER Installed Lighting Equipment:
  - (Delete whichever does not apply below and remove parenthesis)
  - (The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN

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

Continued on Sheet No. 6.811
EXHIBIT 1 (CONTINUED)

OUTAGE REPORTING

Light out Telephone Number – 407.737.4222
Light out Web Address –
CUSTOMER Project Reference Number - ____________________________

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _________________________________________________
Premise Address: _____________________________________________
City, State, Zip: _____________________________________________

BILLING INFORMATION

Billing Contract Name: _________________________________________
Billing Address: ______________________________________________
City, State, Zip: _____________________________________________
Billing Contact Name: _________________________________________
Billing Contact Phone: _________________________________________
Federal Tax ID: ______________________________________________

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____________________________________
Work Request No: _____________________________________________
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