

Section 5: Miscellaneous



# INDEX MISCELLANEOUS

<u>Description</u>	Sheet No.
Miscellaneous Charges	5.01
Electric Line Extension Policy	5.02
Budget Billing	5.03
Underground Service	5.04
Meter Test, Meter Reread, Special Read Charges and	
Manual Read of Totalizers	5.05
Fuel Charge	5.06
Deposits	5.07- 5.07.02
Theft Investigation Fee and Meter Tamper Fee	5.08
Out of Cycle Billing, Research Charges, and	
Duplicate Bill Charges	5.09
Temporary Electric Service	5.10
Sampling And Analysis Of Transformer Cooling Fluid	5.11
Revenue Protection and Service Trip Fee and	
Electric Service Truck Trip Fee	5.30
OUConsumption Online	5.40
Net Metering for Customer-Owned Renewable General	ation 5.50

Effective: July 1, 2017



#### MISCELLANEOUS CHARGES

### **Initial Connection Charge:**

All Classes \$170.00

## **Multiple Meter Sets:**

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

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

## **Transfer Connection Charge:**

All Classes \$25.00

## Non-Pay Disconnect / Reconnect:

Reconnects on any day will be suspended at 10:00 P.M. Charges for same day service reconnect due to non-pay disconnect are:

All Classes at Meter

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

All Classes at Pole

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

#### **Bad Check:**

All Classes \$25.00

ISSUED BY: Bill Sturgeon, Interim City Manager



# **ELECTRIC LINE EXTENSION POLICY**

The Orlando Utilities Commission (OUC) recognizes that its purpose is to furnish electric service to customers throughout its entire service area and the City of St. Cloud's service area, but reserves the right to require payment when the additional distribution investment is not considered to be beneficial to the overall system or the request is for underground distribution facilities serving a commercial or multifamily residential customer. This contribution in aid of construction (CIAC) payment will be nonrefundable and will be paid, in advance of construction, by the party requesting the extension.

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

Offsite ductbank installation Single family residential Commercial/Multi-**Family** Customer installed No charge \$24/kVA **OUC** installed No charge \$53/kVA

In addition, the customer will pay 15% of OUC's onsite cost for primary cable, splices, transformers, and any other equipment or materials necessary to provide electric service. Any equipment requested by the customer (such as automatic transfer switchgear, redundant transformers, etc...) that is in addition to OUC's design, if approved by OUC, will be 100% chargeable to the customer.

When gas service is made available to single and multi-family residential facilities a CIAC payment will be added to the aforementioned payments based on the following:

Single family residential \$595/home

Multi-Family residential \$419/unit

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

ISSUED BY: Paul Kaskey, City Manager Effective: January 1, 2013

RESERVED FOR FUTURE USE

ISSUED BY: Paul Kaskey, City Manager



#### **BUDGET BILLING**

The budget billing plan is available to both residential and commercial customers, regardless of the longevity of the account. The account must not reflect a delinquent balance at the time of entry into the plan. The customer may be removed from the plan at the discretion of the Commission if, after review of the account, the decision is in the best interest of the customer.

The monthly budget bill amount is based on the average consumption history for the previous 12 months for electric and water, including all taxes, and the average dollar amount for other charges such as sewer, garbage, and street lights. If the customer does not have 12 months of history at a location, the calculation is based on either the history available or a projected monthly consumption.

Customers on the budget billing plan receive a monthly bill reflecting:

- Actual meter readings and consumption
- The actual bill amount based on the consumption used
- The fixed budget bill amount
- The budget variance which is the difference between the actual bill and the budget bill amounts.

The customer's budget bill amount is normally recalculated annually. The new budget billing plan is calculated using the last 12 months of consumption history, and then adding or deducting 1/12th of the current variance amount. Interim review and recalculation of the budget billing plan is at the discretion of the Commission.

A customer on the budget billing plan cannot have a payment arrangement. A customer on the plan may, however, have an extended due date.

Miscellaneous charges and financed installments cannot be part of the budget billing plan, and appear as a separate line item on the customer's bill. These charges are due in addition to the budget bill amount.

When a customer terminates participation in the budget billing plan, any variance amount becomes due in accordance with Section A, Subsection 18 of the "Electric Service Policies" Section of the Administrative Policy Manual. Any variance which is owed to the customer is credited against the customer's future bills, or refunded if the account is closed. Customers who transfer their service within the Commission's service territory may re-institute participation in the budget billing plan at the new address.

ISSUED BY: Paul Kaskey, City Manager Effective: October 1, 2002

#### UNDERGROUND SERVICE

#### Residential

- Subdivision Development (5 or more houses on contiguous lots) and New Single-Family Residences OUC will furnish and install the primary conductor, transformers, meters and the associated primary material. OUC will furnish and install the electrical service (lateral) to the line-side connections of the meter base. The owner/developer furnishes and installs all of the primary and secondary conduit systems, the transformer pads, primary pull boxes, secondary junction boxes, approved meter bases and street light conduit and junction boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications.
- Conversion of Existing Residential Overhead Services -Conversion of existing services is at the
  customer's expense. Conduit installation to OUC and local code authority requirements and the
  actual conversion of the owner's meter base and associated wiring is the responsibility of the
  customer at his expense. At the customer's request, OUC will furnish and install the underground
  service lateral to the line side terminals of the meter base at the customer's expense.

### Apartments, Condominiums, Townhouses

In apartment, condominium, and townhouse developments, such as garden type installations, OUC will furnish and install the primary conductor, transformers, meters and associated primary material. The owner/developer furnishes and installs all of the primary and secondary conduit system, the transformer pads and pull boxes. Installation will be to OUC specifications with the inspection performed by an OUC contract inspector. The owner/developer will provide OUC with a standard easement to OUC specifications. The owner/developer furnishes and installs all secondary facilities including meter bases.

Service to these facilities normally is considered to be single phase 120/240 volts. Other types of services will be installed, but the difference in cost between the normal service and the desired service will be borne by the owner/developer. OUC retains ownership of facilities installed by OUC.

Any service furnished to model homes and apartments and used by the customer for demonstration, sales room, promotion or other business purposes shall be billed at the commercial rate. Any condominium, townhouse, or model dwelling used by the developer or builder for such purposes shall remain on the commercial rate until such time as the occupancy of the unit becomes solely for residential purposes.

#### Commercial

OUC furnishes and installs the transformer, primary conductor and other necessary primary material. The commercial owner/developer furnishes and installs the transformer pad and/or vault, the primary conduit system and meter base to OUC specifications with inspection by an OUC contract inspector. All secondary facilities including secondary lugs, spade extensions—and connections at the transformer are the owner/developer's responsibility. The owner/developer must provide OUC a general easement on his property and within buildings for placement and maintenance of the facilities as needed.

For secondary voltage underground services from an overhead pole line, the owner/developer is responsible for furnishing and installing the entire service lateral installation including all conduit, conduit riser including weatherhead, conductor and meter base to OUC specifications.

ISSUED BY: Paul Kaskey, City Manager Effective: October 1, 2002

# METER TEST, METER REREAD, SPECIAL READ & MANUAL READ OF TOTALIZERS

# **Meter Test Charge**

Upon request by a customer, and at no charge, OUC will make a test of the meter serving the customer, provided that such tests need not be made more frequently than once in twelve (12) months. If there should be a second request, or more, within twelve (12) months, an \$85.00 service charge for each test will be imposed.

If upon testing, the meter is found to be registering incorrectly, there will be no service charge.

### **Meter Reread Charge**

Upon request by a customer, and at no charge, OUC will reread the meters serving that customer provided:

- Such reread need not be made more frequently than once in twelve (12) months or
- Upon rereading, the meter is found to have been previously read incorrectly.

A \$35.00 service charge will be imposed if:

- There should be a second request, or more, within twelve (12) months or
- The request is to verify and/or correct an estimated billing caused by lack of "Access to Customer Premises" as defined in Section D of the OUC Administrative Policy Manual.

#### Special Read Charge

Upon request by a customer and at a cost of \$50.00, OUC will make a special reading of the meter without discontinuing service. A special reading shall consist of reading the meter and preparation of a bill reflecting a consumption and cost from the last regular meter reading to the special reading. The billing produced by a special reading has no effect on the regular monthly bill and is not retained in system records. This service is performed strictly for the customer's convenience.

#### **Manual Read of Totalizers Charge**

For customers with totalized metering, there will be a service fee of \$100.00 per totalized meter if the customer's telephone line to the meter is down and the meter must be manually read for more than one billing cycle in a row.

ISSUED BY: Paul Kaskey, City Manager Effective: October 1, 2008



## **FUEL CHARGE AND** STABILZATION POLICY

The fuel charge, as shown on the current Fuel Charge tariff sheet No.5.010 will be computed based on the estimated fuel cost amounts for all retail sales for a twelve month period. These estimated fuel costs will be determined based on information developed by utilization of a Production Simulation Model Program. The total retail fuel costs will then be allocated to customer classes based on the class sales, losses and class load shapes. The fuel charge (¢/kWh) so determined shall be applied to all bills rendered during the appropriate twelve-month period. The twelve-month period shall be October 1 through September 30.

The difference between fuel costs billed, using estimated fuel costs, and fuel costs actually incurred will be reconciled, by class, for the twelve months ending September 30 and be called the Fuel Stabilization Account. A portion of the Fuel Stabilization Account, determined by the Commission will be combined with the fuel charge for the period October 1 through September 30.

Prior to October 1, there will be a Public Hearing, at which time the staff will present their recommendation for the fuel charge to be used in the subsequent twelvemonth period. At the same time, the staff will present their recommendation for the amount of the Fuel Stabilization Account to be combined with the fuel charge in the subsequent twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.

The Fuel Stabilization and interest provision will be developed at the end of each month during the twelve-month period ending September 30. The Fuel Stabilization will include the difference between the actual fuel costs for a month and the fuel cost recovery billed that month (fuel component) plus an interest component. The sum of tile two amounts will be carried forward as the Fuel Stabilization Account. The interest component will be computed monthly on the average of the Fuel Stabilization Account brought forward, if any, plus the fuel component for the month. The interest rate to be used each month will be the earning of rate on the Commission's pooled investment portfolio.

The actual cost of fuel will be monitored by the Commission's staff on a monthly basis. Should there be a significant change from the estimated price of fuel used in determining the projected fuel charge the staff may request a special Public Hearing to adjust the projected fuel charge amount for the remainder of the twelve-month period. Commission action will be taken at the conclusion of the Public Hearing.

ISSUED BY: Paul Kaskey, City Manager Effective: October 1, 2002



#### **SERVICE DEPOSIT POLICIES**

#### Electric and Water Service Deposits

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

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

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

#### Minimum Credit Rating Matrix

S & P	Moody's	Fitch	AM Best	OUC Score
A-	А3	A-	A-	>3

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

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

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

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

Continued on Sheet No. 5.07.01

ISSUED BY: Tom Hurt, City Manager Effective: July 1, 2009



#### **Deposit Installment Payments**

Residential customers may elect to pay the required service deposit (no less than the minimum electric deposit) in four (4) monthly payments beginning with the application of service.

The deposit will be eligible for earning interest 60 days after it is paid in full and will be subject to refund in two years from date the first installment was made.

#### **Refunds of Deposits**

All residential deposits are to be refunded after the account is one (1) year old and there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months with the exception of accounts reflecting a bad debt write-off. If an account reflects a bad debt write-off credit hit, the deposit will be refunded after two (2) years providing that there has been no forced collection or no more than two (2) delinquent payments during the latest twelve months.

Commercial deposits paid prior to January 1, 1987 are eligible for refund no later than December 31, 1987.

All commercial deposits paid after December 31, 1986 are non-refundable until termination of service.

Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer.

Surety Bond and Irrevocable Letter of Credit Criteria and Approval

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

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

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

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

#### **New or Additional Deposits**

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

Continued on Sheet No. 5.07.02

ISSUED BY: Tom Hurt, City Manager Effective: July 1, 2009



Continued from Sheet No. 5.07.01

Commercial accounts which appear on the cut-off list more than once in a twelve month period, and/or have paid their account past the due date more than two times in the previous twelve month period will be billed an additional deposit. In addition, if the account's overall financial performance has declined the account may be billed an additional deposit. The total amount of the required commercial deposit shall be at least two hundred and forty (\$240) for electric and chilled water services and forty (\$40) for water or an amount equal to the average actual charges for all services for two billing periods for a twelve month period immediately prior to the delinquent payment. If the customer has had service for less than twelve months, the new or additional deposit shall be based on the average actual monthly billing available. The customer will be billed for the new or additional deposits.

#### **Interest on Deposits**

Interest on customers' meter deposits will be paid on a calendar year basis. The rate will be reset monthly at the yield earned on the highest yielding of any AAAm/Aaa rated money market fund that OUC has invested proceeds or the monthly average of the interest bearing deposits at OUC's depository bank during the preceding month. The customer is entitled to receive simple interest on deposit when payments commence on the account. Interest will be accrued from the day deposit payment is made and will be credited annually to the customer's account.

#### **Record of Deposits**

There shall be maintained a record of each deposit on hand to show:

- The name of each customer for whom the deposit was made;
- The address given at the time the deposit was made:
- The date and amount of deposit; and
- Each transaction concerning the deposits, such as interest payments, interest credit or similar transactions.

## **Temporary Service**

Temporary electric service requires a deposit of one hundred dollars (\$100) for a single-phase service and five hundred (\$500) for a three-phase service.

## **Policy Exceptions**

Exception will be granted to the above requirements under the following circumstances only:

- In case of death and the account is in the name of the deceased with deposit refunded for satisfactory credit, the account name may be changed to that of the surviving spouse without requiring a deposit.
- Divorce Cases: Whenever an OUC customer, with satisfactory credit, is involved in a divorce, either spouse may establish a new account without a deposit.
- As of January 26, 1996, OUC no longer accepts credit reference letters from other utility companies to waive deposits on residential accounts. OUC utilizes a credit rating agency to acquire a residential customer's credit status which will be used to determine the deposit requirement.
- An account requiring an additional deposit bill up: If the customer agrees to participate in the automatic bank draft program (Rely-A-Pay), the additional deposit may be waived. In order for the waiver to occur, the customer must remain on Rely-A-Pay for a minimum of 12 months. This waiver process will be managed by the Collections Department.
- When a service account is established by a governmental entity, either local, state or federal, OUC may in its sole discretion establish the account without a deposit or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.
- Where a service account is established by a commercial customer and the following conditions are met, OUC may in its sole discretion waive applicable provisions of this Service Deposit Policy:
  - The service is for a facility owned by a governmental entity; and 1.
  - 2. The account holder is opening the account pursuant to an existing operating agreement with the governmental entity for a facility owned by that governmental entity, which facility serves a civic purpose: and
  - The account holder has no prior record of bad credit or late payments with OUC on any other account If these criteria are met, then service may be established without a deposit or with a reduced deposit; provided, however, OUC may require a deposit at any time during the term of service if the account holder becomes late on any payment.



# THEFT/TAMPERING or UNAUTHORIZED USE OF SERVICE INVESTIGATION CHARGE AND UTILITYTAMPER FEE

### Theft/Tamper or Unauthorized Use of Service Investigation Charge:

A \$115.00 hourly fee will be charged for expenses incurred in the investigation of theft of service, tampering, or the unauthorized use of service.

#### **UtilityTamper Fee:**

Meter tampering, unauthorized use, or diversion of utility services is outlined and defined in Florida State Statute 812.14. In summary, it states that it is unlawful to alter or tamper with any meter, or other utility equipment, in such a manner that would prevent a meter from registering utilities used by a customer.

#### Determination of Meter Tampering, Unauthorized Use, or Diversion of Utilities

There are three elements that establish interference with electric and water service.

- The existence of damaged equipment, an altered or tampered with meter, or an illegal connection to utility service.
- That the damaged equipment, alteration, or tampering resulted in the improper registration or unauthorized operation of the meter, or the receipt of utility without passing through a meter.
- That the customer benefited through the use of the damaged equipment, improper or unauthorized operation/connection of OUC equipment, or by bypassing the utility meter.

#### **UtilityTamper Fee Schedule**

- The customer will be charged the following utility tamper fee for each occurrence of meter tampering.
  - For the first occurrence of meter tampering the customer will be charged a \$200.00 utility tamper fee.
  - For the second occurrence of meter tampering the customer will be charged a \$400.00 utility tamper fee.
  - For any additional occurrence of meter tampering, after the second occurrence, the customer will be charged an \$800.00 utility tamper fee for each occurrence.
- The customer will be charged for any damaged equipment.
- The customer's account will be researched and then billed for any unauthorized or un-metered consumption that occurred as a result of the theft or tampering.
- A review of the customer's deposit will occur. If necessary, an additional deposit may be assessed.

ISSUED BY: Kenneth P. Ksionek, Secretary Effective: January 18, 2011

# OUT OF CYCLE BILLING, RESEARCH CHARGES & DUPLICATE BILL CHARGE

## **Out of Cycle Billing**

Upon the request of a customer and with prior approval from the Vice President of Customer Connection, OUC will read the customers meter on a set date each month as determined by the customer. The customer requesting will pay OUC as described below:

A Setup Charge

A fee of \$10.00 per meter with a minimum charge of \$255.00 per customer account will be assessed for the expenses to set-up the out of cycle read date.

Monthly Out of Cycle Billing Charge

A monthly charge of \$5.00 per meter with a minimum charge of \$25.00 per account will be assessed each month for providing this service.

## **Research Charges**

Upon the request by a customer, OUC will research the customer's past bills and will charge the customer a fee, before the research is done, based on the number of years of bills requested as follows:

- Research for one year of bills is a charge of \$100.00
- Research for more than one year of bills, but less than two years is \$150.00
- Research for two years of bills, but less than five years is a charge of \$250.00

#### **Duplicate Bill Charge**

Upon the request by a customer, OUC will provide duplicate bills at a charge of \$3.00 per duplicate bill. If the requested duplicate bill has more than one service address, an extra \$0.10 per additional service address will be charged. If the request is for twelve (12) bills or more it will be processed within ten (10) business days.



#### TEMPORARY ELECTRIC SERVICE

#### **Temporary Electric Service - Metered**

Temporary services are provided for construction purposes. This will be a metered service billed at a General Service Non-demand, or Demand rate, and requires an appropriate deposit as defined in the deposit tariff Sheet No. 3.071. The customer will pay a non-refundable charge of \$310.00 per location.

In addition to the charges described above, if facilities have to be temporarily extended to provide the service drop, the owner/developer is required to pay, in advance, the costs of the extension. These costs are determined by OUC's Electric Engineering and include all labor, overhead and non-salvageable material costs associated with the installation and removal of the facility, excluding the cost of the service drop itself.

Refer to the OUC Electric Metering Installation Requirements Manual for specifics relating to metering requirements.

# **Temporary Electric Service - Unmetered**

Temporary unmetered electric services may be provided for special events at the Commission's discretion and with prior approval from the Vice President of the Electric Distribution Business Unit. For these services, the customer will pay a non-refundable charge of \$390.00 per location, payable in advance. This charge includes installation, removal and energy costs. Where services are not available from an existing secondary source and an extension is required, the customer will also be required to pay, in advance, the cost of this extension. This unmetered service will be available for a period not to exceed three days.



# SAMPLING AND ANALYSIS OF TRANSFORMER COOLING FLUID FOR PCB CONTENT

Upon written request by a customer, and at a charge of **\$485.00** per transformer, OUC will sample and analyze for PCB content the transformer cooling fluid of the transformer serving the customer. This service is performed as a convenience to the customer and payment in advance is required. The customer will be provided a copy of the laboratory analytical results.



# REVENUE PROTECTION & SERVICE TRIP CHARGE AND ELECTRIC SERVICE TRUCK TRIP CHANGE

## **Revenue Protection and Service Trip Charge**

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

Examples of these types of trips include but are not limited to: unlocking meter bases, verifying that power or water is either on or off, disconnection of service where the power or water is left on for customer convenience, and second trips to turn on service when the service had to be left off on the first trip for safety reasons.

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

#### **Electric Service Truck Trip Charge**

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

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

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

#### **OUCONSUMPTION ONLINE**

The OUConsumption Online service provides customers with their metered interval load data via the Internet. The service allows them to monitor their energy usage and measure the effectiveness of various energy efficiency efforts.

There is a required one-year minimum subscription period to the OUConsumption Online service. After the minimum subscription obligation has been met, the service will be provided on a month-tomonth basis and may be cancelled by the customer at any time. If the subscription is cancelled prior to the one-year minimum, the customer will be billed for the remainder of the subscription period.

Customers requesting this service will pay OUC as described below:

## A Setup Charge

An initial fee of \$45.00 to \$500.00 will be assessed for expenses to set up the OUConsumption Online service. The minimum setup fee will be \$45.00. Charges beyond the minimum fee of \$45.00 are assessed after a field visit. The charges are dependent on the upgrade required, if any, to the metering equipment currently installed at the customer's premise.

### **Monthly Service Charge**

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Effective: October 1, 2004 ISSUED BY: Paul Kaskey, City Manager

#### NET METERING FOR CUSTOMER-OWNED RENEWABLE GENERATION

For customers with renewable generation equipment that have executed an interconnection agreement with Orlando Utilities Commission ("OUC") whose customerowned renewable generation is eligible for net metering as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by OUC capable of measuring the difference between the electricity supplied to the customer from OUC and the electricity generated by the customer and delivered to OUC's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) OUC will charge the customer for energy used by the customer in excess of the generation supplied by customer owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle excess customer-owned renewable generation delivered to OUC's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess energy is delivered to OUC's electric grid, the customer will be required to pay the greater of:
  - (a) The minimum charge as stated in their otherwise applicable rate schedule, or
  - (b) The applicable monthly customer charge plus the applicable demand charge for the monthly maximum 15-minute demand measured on OUC's usage meter during the billing period in accordance with the otherwise applicable rate schedule.
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) or time of day (TOD) rate, the generation supplied by customer owned renewable generation to OUC will be measured by the distinct TOU/TOD periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU/TOD periods of that rate schedule.

# LIST OF COMMUNITIES SERVED

The electric distribution system of the City of St. Cloud, Florida, serves the Corporate City of St. Cloud, Florida, and communities outside the Corporate City limits contained within the Boundary Line shown on themap, ORIGINAL SHEET NO. 4.00. All the rate schedules of the City of St. Cloud, Florida are available to all customers in the area served.



Section 7: Rate Schedules

Effective: October 1, 2018

# **INDEX RATE SCHEDULES**

<u>Schedule</u>	<u>Description</u>	Sheet No.
FC	Fuel Charge	7.010
RS	Residential	7.100
PSR	Prepaid Electric Service Rider	7.110-7.111
GS	General Service - Non-Demand	7.200
GSD-SEC	General Service Demand Secondary	7.300-7.301
GSD-SEC-T	General Service Demand Secondary -Time of Day	7.310-7.311
GSD-PRI	General Service Demand Primary	7.400-7.401
SL	Street Light Service	7.500-7.503
	Terms of Payment	7.600
SS	Standby Service	7.700-7.702
GSD-CR	General Service Demand-Curtailable Rider	7.800-7.801
PV-CR	Pilot Solar Photovoltaic Credit Program Rider	7.810
	(Closed to new customers as of January 1, 2018)	
TMR	Totalized Metering Rider	7.900
CSFR2	Community Solar Farm Rider 2	7.925
NSMR	Non-Standard Meter Rider	7.930

ISSUED BY: Bill Sturgeon, City Manager



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**First** Revised Sheet No. 7.05 Canceling **Original** Sheet No. 7.05

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First Revised Sheet No. 7.06 Canceling **Original** Sheet No. 7.06

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<b>First</b> Revised Sheet No. 7.08 Canceling <b>Original</b> Sheet No. 7.08

CANCELLED

First Revised Sheet No. 7.09 Canceling Original Sheet No. 7.09

CANCELLED

Effective: January 1, 2019

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.

		OPTION B – TIME OF USE RATES ¢/kWh				S ¢/kWh	
	Standard		WINTER		SUMMER		
Rate Schedule	Flat Rate ¢/kWh	On Peak	Shoulder	Off Peak	On Peak	Shoulder	Off Peak
RS and GS	3.483	N/A	N/A	N/A	N/A	N/A	N/A
GSD-SEC	3.483	3.716	3.664	3.148	4.622	3.950	3.166
GSD-T-SEC and SS- SEC	N/A	4.120	N/A	3.218	4.120	N/A	3.218
GSD-PRI	3.449	3.678	3.625	3.117	4.577	3.911	3.135
SS-PRI	N/A	4.079	N/A	3.187	4.079	N/A	3.187
SL-SEC	3.194	N/A	N/A	N/A	N/A	N/A	N/A

# **Fuel Charges:**

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

ISSUED BY: Bill Sturgeon, City Manager

RS

# RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE RS

#### **Availability:**

For residential customers within the St. Cloud service area in individually metered residential dwelling units occupied as a domestic residence where electricity is used exclusively for residential purposes.

#### Monthly Rate:

Customer Charge: \$10.40

Non-Fuel Base Charge at: First 1,000 kWh
All Additional kWh 6.501¢ per kWh

8.581¢ per kWh

Fuel Charge: See Sheet No. 7.010

### **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:**

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

#### Minimum Bill:

**Customer Charge** 

## **Terms of Payment:**

See "Terms of Payment" on Sheet No. 7.600.

#### Limitation of Service:

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

ISSUED BY: Bill Sturgeon, City Manager

#### PSR

# PREPAID ELECTRIC SERVICE RIDER RATE SCHEDULE PSR

#### Availability:

Available anywhere within the City of St. Cloud's service area served by the Orlando Utilities Commission ("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. 7.111

ISSUED BY: Dennis Ragsdale, Acting City Manager Effective: July 1, 2015

Continued from Sheet No. 7.110

- 4. Customers must maintain the ability for OUC to contact them either through a cell phone, land line, 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 Nonpay 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 online 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.

ISSUED BY: Tom Hurt, City Manager Effective: July 1, 2014

GS

# **GENERAL SERVICE - NON-DEMAND ELECTRIC SERVICE** RATE SCHEDULE GS

# **Availability:**

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

#### Monthly Rate:

Customer Charge \$12.74

Non-Fuel Base Charge at 7.036¢ per kWh

Fuel Charge: See Sheet No. 7.010

#### **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:**

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

#### Minimum Bill:

**Customer Charge** 

#### Terms of Payment:

See "Terms of Payment" on Sheet No. 7.600.

# **Limitation of Service:**

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



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**GSD-SEC** 

# GENERAL SERVICE DEMAND SECONDARY ELECTRIC SERVICE RATE SCHEDULE GSD-SEC

# **Availability:**

To any non-residential customer within the St. Cloud service area, 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** \$39.52

Demand Charge at **\$9.36** per kW

Non-Fuel Base Charge 2.851¢ per kWh

Fuel Charge: See Sheet No. 7.010

#### Option B (TOU Rate):

Winter

Off-Peak Period

**Customer Charge** \$39.52

Demand Charge at **\$9.36** per kW

**Energy Charge** Energy Charge (cents/kWh): Base Charge (cents/kWh): Base Charge On-Peak Period 3.042 On-Peak Period 3.782 2.999 3.232 Shoulder Period Shoulder Period

2.577

Summer

Off-Peak Period

Fuel Charge: See Sheet No 7.010

Continued on Sheet No. 7.301

Effective: October 1, 2018

2.592

Continued from Sheet No. 7.300

GSD-SEC

#### **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.

#### **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 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:**

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

#### Minimum Bill:

Customer charge 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. 7.600.

#### Limitation of Service:

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

ISSUED BY: Bill Sturgeon, City Manager Effective: October 1, 2018



GSD-SEC-T

# GENERAL SERVICE DEMAND - SECONDARY ELECTRIC SERVICE OPTIONAL TIME OF DAY RATE RATE SCHEDULE GSD-SEC-T

# **Availability:**

Available to customers within the St. Cloud service area 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 \$39.52

Demand Charge:

On-Peak Period \$9.36 per kW

On-Peak Period Off-Peak Period cents/kWh

Non-Fuel Base Charge: 3.373 2.634

Fuel Charge: See Sheet No. 7.010

#### **Billing Demand:**

The 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. 7.311

Effective: October 1, 2018



GSD-SEC-T

Continued From Sheet No 7.310

# **Gross Receipts Tax:**

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

#### **Municipal Tax:**

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

#### Minimum Bill:

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

#### **Terms of Payment:**

See "Terms of Payment" on Sheet No. 7.600.

#### Limitation of Service:

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

ISSUED BY: Bill Sturgeon, City Manager Effective: October 1, 2018

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GSD-PRI

# GENERAL SERVICE DEMAND PRIMARY ELECTRIC SERVICE RATE SCHEDULE GSD-PRI

#### Availability:

To any non-residential customer within the St. Cloud service area, 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** \$156.00

Demand Charge at **\$8.84** per kW Non-Fuel Base Charge 2.823¢ per kWh

Fuel Charge: See Sheet No. 7.010

#### Option B (TOU Rate):

**Customer Charge** \$156.00

Demand Charge at **\$8.84** per kW

Winter Summer Energy Charge **Energy Charge** (cents/kWh): (cents/kWh): Base Charge Base Charge On-Peak Period On-Peak Period 3.010 3.746 Shoulder Period Shoulder Period 2.967 3.201 Off-Peak Period Off-Peak Period 2.566 2.551

Fuel Charge: See Sheet No 7.010

#### **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. 7.401

Effective: October 1, 2018

Continued from Sheet No. 7.400

Effective: October 1, 2018

#### **GSD-PRI**

#### 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 are not covered by the On-Peak and Shoulder Periods.

# **Billing Demand:**

The 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:**

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

#### Minimum Bill:

Customer charge 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. 7.600.

#### Limitation of Service:

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

Effective: December 1, 1999

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Effective: December 1, 1999



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ISSUED BY: Paul Kaskey, City Manager

Effective: March 1, 2009

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The <i>Reliable</i> One	City of St. Cloud	Canceling <b>First</b> Revised Sheet No. 7.451
	RESERVE	D FOR FUTURE USE

ISSUED BY: Tom Hurt, City Manager Effective: March 1, 2009

Effective: March 1, 2009

RESERVED FOR FUTURE USE

Effective: March 1, 2009

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SL

# STREET LIGHT SERVICE RATE SCHEDULE SL

#### **OUCONVENTIONAL LIGHTING SERVICE**

#### **Availability:**

Anywhere within St. Cloud 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 dusk to dawn and controlled automatically (i.e. photoelectric cell). Poles and Fixtures maintained by OUC must be of the type available under this rate schedule as listed in the table below. Fixtures not listed in the table below or fixtures not operated continuously dusk to

dawn shall be metered.

# **Monthly Rates:**

Service Charge Non-Fuel Energy Fuel Charge: \$7.54 (metered services only)

3.531¢ per kWh See Sheet No. 7.010

# **Monthly Per Unit Charge:**

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenance per Unit
Fluorescent	120	99	N/A	N/A
High Pressure Sodium				
Acorn w/pole	100	39	16.96	6.25
Acorn w/pole (2)	100	39	12.89	6.25
Cobra (no longer available for new				
installations as of 5-14-13)	100	39	2.46	4.11
Town and Country w/pole	100	39	6.03	5.09
Acorn w/pole	150	57	16.97	6.35
Cobra	150	57	2.31	4.01
Cobra (no longer available for new				
installations as of 12/10/2013)	250	105	3.03	4.75
Flood	250	105	3.36	5.06
Cobra (no longer available for new				
installations as of 12/10/2013)	400	163	3.06	4.79
Flood	400	163	3.36	5.19
Interstate	400	163	9.28	7.19

Continued on Sheet No. 7.501

Effective: January 1, 2019

SL

Continued from Sheet No. 7.500

Effective: October 1, 2018

Fixture	Watts	Estimated Monthly kWh	Investment per Unit	Maintenanc e per Unit
Metal Halide				
Shoe Box w/pole				
Flood	250	101	14.80	8.74
	400	156	3.41	5.58
LED				
Cobra	55	18	3.43	2.14
Cobra	101	34	4.41	3.95
Cobra	68	56	5.26	4.85
Mercury Vapor (no longer available for new installations)				
Cobra Cobra	175 400	70 154	2.45 3.04	4.08 4.84
Bus Stop Lights	N/A	148	N/A	N/A

Pole	Height	Investment Per Unit
Concrete Concrete Concrete Concrete	30 35 40 45	\$5.51 5.68 5.97 6.45
Steel	35	16.16
Wood	30-60	3.49

#### 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:

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



TERMS OF PAYMENT				
A late charge of 1.5% 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 <b>20</b> days after the date of mailing the bill. Actual disconnection of the service takes place approximately <b>15</b> days after the past due date if the account is still unpaid.				

ISSUED BY: Bill Sturgeon, Interim City Manager Effective: July 1, 2017

SS

# 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 St. Cloud 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/and 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.7.701

ISSUED BY: Paul Kaskey, City Manager Effective: February 1, 2001

#### SS

Continued From Sheet No.7.700

#### **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 6 a.m.to 10 a.m. and 6 p.m. to 10 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.

Summer Period: April1 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.

#### **Gross Receipts Tax:**

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

#### **Municipal Tax:**

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

#### Minimum 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. 7.600.

Continued On Sheet No. 7.702

ISSUED BY: Bill Sturgeon, City Manager Effective: January 1, 2019

SS

#### 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.

Firm Standby Electric Rates					
	S	Primary Service			
Description	RES	GSD			
Customer Charge	\$30.59	\$34.74	\$49.10	\$169.28	
Demand Charge (\$/kW)	\$6.36	\$11.97	\$18.03	\$17.24	
Base Energy Charges (¢/kWh)					
On-Peak Charge	0.865	0.862	0.872	0.862	
Off-Peak Charge	0.676	0.674	0.680	0.674	

# **Non-Firm Standby Service**

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

Non-Firm Standby Electric Rates					
	S	Primary Service			
Description	RES	GSND	GSD	GSD	
Customer Charge	\$39.62	\$43.77	\$58.14	\$178.32	
Demand Charge (\$/kW)	\$2.81	\$4.99	\$7.16	\$6.47	
Base Energy Charges (¢/kWh)  On-Peak Charge	4.690	4.617	3.987	3.947	
Off-Peak Charge	3.663	3.606	3.115	3.085	

Effective: October 1, 2002



RESERVED FOR FUTURE USE



GSD-CR

# 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 \$145.60

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. 7.801

ISSUED BY: Tom Hurt, City Manager Effective: March 1, 2009



GSD-C

Continued From Sheet No. 7.800

- 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 30minutes 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.

ISSUED BY: Tom Hurt, City Manager Effective: October 1, 2008

#### **PV-CR**

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

(Closed to New Customers as of January 2018)

# **Availability**

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

# **Applicability**

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

# **PV Energy Production Credit**

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

#### **Special Provisions**

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

ISSUED BY: Bill Sturgeon, Interim City Manager Effective: January 1, 2018

Effective: February 1, 2017



Reserved for Future Use
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TMR

## 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 \$208.00

Channel Charge \$ 26.00 per channel

Demand Charges Secondary **Primary** \$ 6.47 per kW Sum of Channel Demands \$7.16 per kW \$ 2.37 per kW Totalized Demand \$ 2.20 per kW

**Billing Demand:** 

Sum of Channel Demands: The sum of the maximum 15-minute kW demand measured during

the billing period for each channel of the totalized service.

Totalized Demand: The 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. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. All channels of the totalized service must be served entirely at secondary voltage or entirely primary voltage.
- 6. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.

ISSUED BY: Bill Sturgeon, City Manager Effective: October 1, 2018



Reserved for Future Use	

ISSUED BY: Bill Sturgeon, Interim City Manager



#### CSFR2

## COMMUNITY SOLAR FARM RIDER RATE SCHEDULE CSFR2

### **Availability:**

Available anywhere within City of St. Cloud's service area served by the Orlando Utilities Commission ("OUC") to electric customers that meet the Eligibility Requirements. This rider will be closed to further subscription by eligible customers when OUC's solar resources are retired or the total residential subscription reaches 2,770,000 kWh and the total commercial subscription reaches 13,830,000 kWh; provided, however, that if after the rider is closed any previously subscribed energy becomes available due to the forfeiture by a prior subscriber of such energy, OUC may re-open the subscription process from time to time until such energy is again subscribed. Any such energy will be offered first to any customers remaining on the energy subscription wait list, followed by an offering to the remainder of OUC's eligible customers.

#### Applicability:

This rider is applicable on a voluntary basis to customers receiving service under rate schedules RS, GS, GSD-SEC or GSD-PRI that meet the special provisions of this rider.

#### **Character of Service - % Subscription:**

Customers may subscribe to receive between 10 percent and 100 percent of their monthly energy from OUC solar energy resources under this rider. Customer subscriptions to receive monthly energy from OUC solar energy resources shall be in 10 percentage point increments.

#### **Definition of Solar Energy:**

Total kWh consumption for the billing period times solar subscription percentage rounded to the nearest kWh.

#### Monthly Rate:

The subscribing customer's otherwise applicable rate schedule for electric service will apply to calculate the total bill for the billing period, but shall be adjusted under this rider as follows:

 $[Total\ Bill] - ([Fuel\ Charge] \times [\%\ Subscription]) + (Consumption \times [\%\ Subscription] \\ \times [Community\ Solar\ Energy\ Rate])$ 

Community Solar Energy Rate: 6.240¢ per kWh of solar energy

#### **Special Provisions**

- 1. Eligibility Requirement:
  - a. May not be a participant in the following OUC programs while subscribing under this rider:
    - i. Budget Billing
    - ii. Solar PV Program
- 2. Customers may enroll at any time but must remain enrolled for at least one (1) billing period after enrollment. A customer may cancel thereafter with 30 days' notice and enroll again at a later date if the program is still open.
- 3. All requirements under the customer's applicable rate schedule for electric service will apply under this schedule.

#### **NSMR**

### NON-STANDARD METER RIDER RATE SCHEDULE NSMR

#### Availability:

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

#### Applicability:

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

ISSUED BY: Tom Hurt, City Manager Effective: August 1, 2014



Section 8: Standard Forms and Contracts	



## INDEX STANDARD FORMS AND CONTRACTS

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

ISSUED BY: Bill Sturgeon, Interim City Manager

First Revised Sheet No. 8.01 Canceling **Original** Sheet No. 8.01

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First Revised Sheet No. 8.02 Canceling **Original** Sheet No. 8.02

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NESERVED FOR FUTURE USE

**Second** Revised Sheet No. 8.03 Canceling **First** Revised Sheet No. 8.03

BLANK BILL EXAMPLE

**Second** Revised Sheet No. 8.04 Canceling **First** Revised Sheet No. 8.04

RESERVED FOR FUTURE USE

First	Revised	Sheet	No.	8.05
Canceling	Original	Sheet	No.	8.05

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

**First** Revised Sheet No. 8.07 Canceling **Original** Sheet No. 8.07

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First Revised Sheet No. 8.08 Canceling **Original** Sheet No. 8.08

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First Revised Sheet No. 8.09 Canceling **Original** Sheet No. 8.09

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### **PAYMENT RECEIPT**

City of St. Cloud REPRINT \*\*\* CUSTIJIO RECEIPT \*\*\* Oper: MARSI\102 Type: 0C Drawer: I Date; 1/30/07 01 Receipt no: 105034

Customer Location Name Axount UTILITY BILL-CUSTOMER

Trans number: 3348780 Remaining balance \$.00

Tender detail CK CIECK Total tendered \$140.26 \$140.26 4849 Total payment \$140.2

1/30/07 Tire: 7:38:09 Trans date:

## ORLANDO UTILITIES COMMISSION STANDBY SERVICE AGREEMENT

"Parties" a	("Customer"), hereafter together referred to as and individually as a "Party").
	RECITALS
	RECITALS
A. Custor to as the "	mer owns a nominalkW, generating facility(ies), hereinafter referred Facility", which is(are) located at
	ner desires to take electric energy and capacity supplied by OUC to supplement and/or replace capacity ordinarily generated by the Customer's own generation equipment.
	<b>NGLY</b> , in consideration of the above-stated Recitals and other good and valuable mutual considerations and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:
SECTION Agreemen	1. RECITALS. The above Recitals are true and correct and form a material part of this t.
provided he the parties	2. TERM OF AGREEMENT. The Agreement shall have an initial term of three (3) years as a serein below. The initial term of this Agreement shall commence on the date on which the last of a executes the Agreement below and shall expire thirty-six (36) months from that date. This is shall be automatically renewed for additional one (1) year terms upon the expiration of the
SECTION	3. OPERATING AGREEMENT.
the Facility by OUC t maintenar	General Operation. Customer shall during the term of this Agreement, operate and maintain in accordance with (I) operating instructions contained in this Agreement and those provided to Customer from time to time during the term of this Agreement, (ii) the operating and ice instructions provided by the respective Facility equipment manufacturers, and (iii) intal requirements. The following provisions shall apply generally to the operation of the Facility
(1)	Status of Customer as Operator. Customer shall perform and execute the provisions of this Agreement as an independent contractor to OUC and shall not be an agent or employee of OUC.
(2)	Status of Customer Subcontractors. No contractual relationship shall exist between OUC and any Customer subcontractor with respect to the operation of the Facility under such subcontracts.
(3)	Health, Safety and Quality. Customer shall operate the Facility in accordance with good safety and housekeeping procedures which shall conform with the applicable material provisions of federal, state and local safety laws, codes, regulations, ordinances or other such requirements to prevent injury to persons or damage to property at the Facility during the term of this Agreement.
	Interconnection Requirements. Customer shall comply with all requirements as set forth in the ection Requirements, included as Appendix A of this Agreement.

ISSUED BY: Tom Hurt, City Manager Effective: **February 1, 2002** 

SECTION 4. NO OUC ENDORSEMENT. In no event shall any OUC statement, representation, or lack thereof, either expressed or implied, relieve Customer of its exclusive responsibility for the Facility. Specifically, any inspection by OUC or its agent(s) of the Facility shall not be construed as confirming or endorsing the Facility's design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. OUC's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any equipment or procedure of Customer.

SECTION 5. RESPONSIBILITY AND LIABILITY. OUC shall be responsible for maintaining OUC owned facilities in a manner consistent with generally accepted utility standards. Customer shall be responsible for maintaining the Facility in a manner consistent with generally accepted utility standards. The parties shall each be responsible for ensuring adequate safeguards for utility customers, utility personnel and equipment, and for the protection of its own generating system. Customer shall indemnify and save OUC harmless from any and all claims, demands, costs (including reasonable attorney's fees at trial and appeal), or expense for loss, damage, or injury to persons or property (including Customer employees, the Facility, and OUC's system) caused by, arising out of, or resulting from:

- Any negligent act or omission by Customer or Customer's contractors, agents, servants and employees in connection with the installation or operation of the Facility in connection with OUC's system;
- 5.2 Any defect in, failure of, or fault related to the Facility; and/or,
- 5.3 Any other event or act that is the result of, or proximately caused by, the negligence of the Customer.

SECTION 6. FORCE MAJEURE. If either party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term force majeure shall be taken to mean causes not within the reasonable control of the parties affected, including but not limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, pestilence, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however, that no occurrences may be claimed to be a force majeure if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such claim. Customer agrees to pay the costs necessary to reactivate the Facility if the same is rendered inoperable due to actions of Customer, its agents, or force majeure events affecting the Facility. OUC agrees to reactivate at its own cost the interconnection System of the Facility in circumstances where any such system is deactivated by OUC or its agents.

Continued On Sheet No. 8.202

ISSUED BY: Tom Hurt, City Manager Effective: February 1, 2002



SECTION 7. MODIFICATION. This Agreement may not be amended or modified except by an instrument in writing duly executed by the parties hereto.

**SECTION 8. PERMITS.** Customer hereby agrees to obtain any and all governmental permits, certifications, or other authority Customer is required to obtain as a prerequisite to engaging in the activities provided tor in this Agreement. OUC hereby agrees, Customer's expense, to use its reasonable efforts to obtain any and all governmental permits, certifications or other authority, OUC is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.

SECTION 9. NOTIFICATION. For purposes of communications required or authorized by this Agreement, the Parties designate the following representatives:

For Customer:	
	Name:
	Title:
	Phone: (a.m. & p.m.):
	Fax:
For OUC:	
	Title: Vice President Customer Connection
	Phone (a.m. & p.m.): 407.423.9100
	Fax: 407.236.9628

The designation of the above representatives and other pertinent information may be changed by either Party at any time upon advance notice provided from one Party to the other.

SECTION 10. ELECTRIC RATE. OUC agrees to provide and Customer agrees to take electric service pursuant to the terms and conditions of the applicable prevailing Standby Service Rate Schedule SS as said tariff rate exists and as it may be modified from time to time by OUC.

SECTION 11. TERMINATION OF AGREEMENT. Customer may terminate this Agreement at the end of the initial three (3) year term by providing OUC at least sixty (60) days advanced written notice. Upon termination of this Agreement, the Customer shall pay an amount equal to the following equation:

Termination Fee = Equipment Cost x ((Agreement Date+ 15)- Termination Date) /15

The Equipment Cost of \$ includes all equipment, installation costs and removal costs incurred by OUC at the Customer's premise to provide electric standby service specific to this Agreement. The Termination Fee shall not be less than zero.

Continued On Sheet No. 8,203



SECTION 12. GOVERNING LAW. This Agreement shall be governed and construed under the laws of the State of Ronda

SECTION 13. TAX EXEMPTION/ TAXES. OUC shall not be required to take any action under this Agreement if such action, in the opinion of OUC, would have an adverse effect on the tax exempt status of OUC's indebtedness within the meaning of the Internal Revenue Code of 1954, as amended, or its successor, and the applicable U.S. Treasury Regulations promulgated thereunder. Customer shall be responsible for all taxes associated with its performance under this Agreement.

IN WITNESS WHEREOF, Customer and OUC have caused this Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:	ORLANDO UTILITIES COMMISSION
By: Betty J. Perrow Assistant Secretary	By: Robert C. Haven, P.E. General Manager, CEO
WITNESSES:	CUSTOMER
Ву:	Ву:
Print Name:	Print Name:
By: Print Name:	[AFFIX CORPORATE SEAL HERE]
Federal Tax 10 #	



RSSA

## **Residential Solar Service Agreement (RSSA)**

	Customer–Sited Solar Systems
	(Closed to New Customers as of January 2018)
	This Agreement is made and entered into this day of, 20, ("Effective Date") by and between the Orlando Utilities Commission ("OUC" or "Company"), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and
	("Customer"), whose electric service address is, (the "Service Address").
1.	REPRESENTATIONS. The Customer makes the following representations:
	a) Customer owns the home and solar system(s) at the Service Address set forth above.
	b) The solar photovoltaic system(s) for consideration under this agreement is/are:
	Size: KW (DC capacity)
	c) Customer is a retail electric customer of the City of St. Cloud ("St. Cloud")
2.	<b>PURCHASE AND SALE</b> . To support the local production of renewable energy, OUC desires to purchase and Customer agrees to sell all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is created for every one thousand kilowatt- hours of energy that is produced from a renewable resource such as solar energy. The Environmental Attributes are separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.
3.	<b>TERM.</b> The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This Agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The Agreement may also be terminated if the customer moves out of the premise and therefore closes the account with St. Cloud.
4.	<b>PURCHASE PRICE.</b> The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Pilot Solar Photovoltaic Credit Program Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.
	Customer initial:
	Continued On Sheet No. 8.301

ISSUED BY: Bill Sturgeon, Interim City Manager



**RSSA** 

Continued From Sheet No. 8.300

#### 5. TERMS AND CONDITIONS.

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

Customer initial:	
Continued On Sheet No.	8.302

Effective: February 1, 2012

Customer initial: \_\_\_\_



agraamant

**RSSA** Continued from Sheet No. 8.301

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

- I) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.
- m) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.
- n) Customer grants to St. Cloud permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and meet the reporting requirements of the FPSC Rule 25-6.065.
- o) Customer acknowledges that as a Municipal Utility, St. Cloud and OUC are both required to provide public information on the location and size of the solar system(s) to both public and private entities upon written request unless the solar customer is otherwise exempt.
- **p)** OUC will own, read, and maintain the solar system(s) meter(s).
- q) Customer hereby grants to St. Cloud, its employees, agents, and contractors a nonexclusive license of free access to all areas where solar system meter(s) are installed for any purpose necessary or appropriate to allow St. Cloud to exercise any rights secured to or performance of any obligations imposed by this Agreement.

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

agreement.	
Customer Signature	Effective Date
This document must be completed ar account.	nd signed by the person whose name is on the St. Cloud

ISSUED BY: Tom Hurt, City Manager Effective: February 1, 2012



CSSA

# **Commercial Solar Service Agreement (CSSA)**

Customer-Sited Solar Systems
(Closed to New Customers as of January 2018)
This Agreement is made and entered into this day of, 20, ("Effective Date") by and between the Orlando Utilities Commission ("OUC" or "Company"), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and ("Customer"), whose electric service address is (the "Service Address").
1. REPRESENTATIONS. The signatories hereto individually and collectively make the following representations:
a) They are individually authorized and competent to sign this Agreement and that they have read the Agreement and agree to be bound by its terms.
b) Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.
<ul> <li>c) The solar system(s) for consideration under this agreement is/are:</li> <li>Solar Photovoltaic System</li> <li>Size: KW (DC capacity)</li> </ul>
□ Solar Thermal Water Heating System Size:Sq. Ft. (Collector)
2. PURCHASE AND SALE. On the terms and subject to the conditions set forth in this Agreement, the Customer agrees to sell and OUC agrees to purchase from Customer all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.
<b>3. TERM.</b> The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms.
Continued on Sheet No. 8.401

ISSUED BY: Bill Sturgeon, Interim City Manager

### **CSSA**

#### Continued From Sheet No. 8.400

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

#### 5. TERMS AND CONDITIONS

- a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
- b) The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.
- c) For Solar Photovoltaic (PV) Systems:
  - 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.

Continued On Sheet No. 8.402

CSSA

Continued From Sheet No. 8.401

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

Continued on Sheet No. 8.403

Effective: November 1, 2008

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

CSSA		Continued From Sheet N	lo. 8.402
r) Custome exclusiv installed rights s	re license of free access to I for any purpose necessary secured to or performance of	olar system(s) meter(s).  s employees, agents, and contractors all areas where solar system mete or appropriate to allow OUC to exerc any obligations imposed by this Agree	er(s) are cise any ement.
	20	TOOC executed this Agreement	เกเร
		CUSTOMER CORPORATION	
		Ву:	
		Print Name:	
		Title:	
		Date:	
ATTEST:			
By:			
•			
Ву:			
Name:	_		
Title:			
	_		

Continued On Sheet No. 8.404



CSSA	Continued from Sheet No. 8.403
STATE OF FLORIDA COUNTY OF C	DRANGE
The foregoing instrument was acknown 20, by	wledged before me thisday of, He is personally known to me as identification.
or has produced	as identification.
(Notarial Seal)	Notary Public, State of Florida Print Name:
By: Sharon L. Knudsen Title: Assistant Secretary	By: Kenneth P. Ksionek Title: General Manager
20, by KENNETH P. KSIONEK, a Commission, a municipal utility chartered	wledged before me thisday of, as General Manager & CEO of Orlando Utilities under the laws of the State of Florida, on behalf of rsonally known to me or has produced
(Notarial Seal)	Notary Public, State of Florida Print Name:
Form of Execution of the foregoing Agreement is hereby approved:	
By: Attorney for OUC	



## Exhibit A Interconnection Application and Compliance Form For Renewable Generation Systems Up to 2 MW

As Applicant information	
Name:	OUC Account No.:
Mailing Address:	
City, State & Zip:	
Street Address (if different from above	3):
City, State & Zip:	
Daytime Phone:	Fax: Email:
B. Ganewalle Generation System	
System Name/Model:	
Gross Power RatingV	Vatts
List Manufacturer/Model No. for:	R .
Interconnecting Equipment:	Batteries (if applicable):
System Location:	Interconnecting Equipment Location:
AC Disconnect Location:	
k. G. Harrellation Contactoring in	ilor
	FL License No.:
Address:	
City, State & Zip:	·
Daytime Phone:	Fax: Email:
Proposed Installation Date:	
in the waternorm all the som	pliance)
with UL 1741, and has been tes distribution system in compliance	omitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply ted and listed by the laboratory for continuous interactive operation with an electric with the applicable codes and standards listed in Part B, Subsection 1 of Appendix A.
Electric Power Systems and the	compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with 2005 National Electrical Code (NEC).
3. The system installation has been	permitted and passed inspection.
	Date:
Signed (Contractor):	Date:
Nama (Brint):	Company
(varie (Filit).	Company:
ME WOWNER ACKNOWING GENERICAL	information, and an operation manual. I have read and agree to comply with OUC's
I nave been given system warranty Interconnection Requirements attach	ed herein as Appendix A. Also, I have been instructed in the operation of the system.
Signed (Owner):	Date:
F. Utility Approval	Date.
Satisfies OUC Interconnection R	
	nt):
•	de de control de contr
OUC Representative Signature:_	Date:
2. Satisfies Code Requirements	
202 A 18600 2 3 3 3 44	
inspector Name (Print):	
Inspector Signature:	Date:

Effective: November 1, 2008



## Exhibit A Interconnection Application and Compliance Form For Photovoltaic Systems Up to 2 MW

A TApplicant Information	
	OUC Account No.:
City, State & Zip:	
City, State & Zip:	
Daytime Phone:	Fax: Email:
B shaggidenemille	
System Name/Model:	
Array DC Power at STC	Watts
List Manufacturer/Model No. for:	
Modules: In	nverter:Batteries (if applicable):
System Location:	Inverter Location:
AC Disconnect Locations	
្រ ្ត ព្រះមានប្រហែល ខណៈមេស្តី ស្រែកានា	OD
Installation Contractor Name:	FL License No.:
Address:	
City State & Zin:	
Daytime Phone:	Fax: Email:
Proposed Installation Date:	
(D) Standware/andrinstallation.comp	IFIRES
and Charge Controllers for Use in P and Panels, and IEEE 1262-1995, The system has been installed in o	ance with Underwriters Laboratories (UL) Standard 1741, Standard for Static Inverters hotovoltaic Systems and UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules. compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with 005 National Electrical Code (NEC).
Signed (Contractor):	Date:
I have been given system warranty in	Company:  Information, and an operation manual. I have read and agree to comply with OUC's and herein as Appendix A. Also, I have been instructed in the operation of the system.
Signed (Owner):	Date:
F Utility Approval	
Satisfies OUC Interconnection Re	
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.
  - 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) 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.

Continued On Sheet No. 8.502

ISSUED BY: Tom Hurt, City Manager Effective: November 1, 2008

- c. PV modules and panels must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
- d. PV modules must be in compliance with IEEE Standard 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules (or, equivalently, IEC 61215).
- 2. System Installation. Customer certifies that the RGS installed shall be in compliance with the following standards:
  - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems
  - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems
  - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
  - d. 2005 National Electric Code, all relevant articles (or subsequent revisions) and local building codes

#### 3. **GPR**

- a. The GPR shall not exceed 90% of the 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 deenergized. 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 devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OUC's systems.

Continued on Sheet No. 8.503



- 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 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.

Continued On Sheet No. 8.504

ISSUED BY: Tom Hurt, City Manager Effective: November 1, 2008



- 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".

ISSUED BY: Tom Hurt, City Manager Effective: November 1, 2008

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE