



GENERAL CUSTOMER SERVICE PROCEDURES

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Operations

A. New Service Installations

- New electric service installations and initiations inside and outside the corporate limits of the City of Kissimmee will only be completed pending inspection and issuance of the inspection certificate by the City or County Building and Zoning Department. Where a mobile home has not been moved or un-staked and electric service was terminated and subsequently reinstated, an inspection certificate would not be needed.

B. Temporary Service

- A temporary electric service is defined as a construction service where no permanent service exists.
 1. All temporary electric service corrections shall be made in accordance with the City or County Electrical Code.
 2. No temporary installation shall continue for more than a period of 12 months unless it conforms to all the requirements of a permanent installation.

C. Service Connections

- The Utility's connection with the customer's service entrance shall be made with such service drop and shall be backed up by such transformers and related facilities and equipment as may be necessary to supply adequate electric service to the customer in accordance with the load data furnished by the customer at the time of applying for service.

D. Continuity of Service

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

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

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

E. Indemnification by Customer

- The customer shall indemnify, hold harmless and defend the Utility from and against any and all liability, proceedings, suits, costs or expense for loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with or growing out of the use or disposition of electricity by the customer at or on the customer's side of the point of delivery, unless such loss, damage, death or injury shall result from the sole negligence of the Utility.

F. Customer Liability

- In the event of loss or injury to the Utility's property through misuse, negligence or vandalism, the cost of necessary repairs or replacement shall be the responsibility of the owner of the premises upon which the Utility's property is placed.

G. Protection of Utility Equipment

- The customer shall provide proper protection for the Utility's equipment and facilities located on the customer's premises, and shall permit no one but the Utility's agents or persons authorized by law, to have access to the Utility's equipment or facilities.

H. Vapor Light Procedures

- The Vapor Light service must be active if the account is active. See below for removals and changes where Lights are already installed on the property.
- Deposits for Vapor Light only accounts: will be based on two times the 12month average charges for those lights. See Deposits
- Repairs
 1. All Vapor Light repair requests are to be linked to an account for verification of active service and payment of light(s). No repair service orders are generated without the account number the light is attached to. If the customer requesting the repair bills for, and pays for the light, a Vapor Light Repair Service Order should be generated. If the customer requesting this repair does not bill for or pay for the light, an address or pole number must be obtained to locate the account the light is attached to. Should the light in question be on an inactive account, it is to remain off.
 2. Customer will receive a “Confirmation Number” (service order number) to simplify the search if follow up calls are made.
- Removal of Vapor Lighting – fees
 1. If account has had monthly lighting costs paid for more than 15 years – no charge.
 2. If less than 15 years the charges are as follows:
 - a. Removal of the fixture only is \$120.00
 - b. Removal of the fixture and the pole is \$500.00
- Installation, Removal or Relocation of Vapor Lighting
 1. All requests to upgrade, remove or install new vapor lighting must be made by the owner of the property.
 2. KUA Operations employee will meet customer in the field to quote costs associated with relocation or installation.
 3. Customer should provide the best phone number and time to reach them to the KUA Operations Dept. notifying them to contact the customer.

I. Operations Damage Resulting from Tampering

- Damages as a result of tampering or diversion will be the paid by the customer of record. KUA Operations will estimate the cost of the repair job for the purpose of getting the customer a billable/payable amount to expedite service reconnection. The customer should be made aware that this is an estimate and that they will be responsible for any additional actual costs and will be eligible for refund if the estimate was too high.
- If the estimate is greater than the actual (a refund is applied to customer's CIS account).
- If the estimate is less than the actual (balance is due from customer).
 - a. KUA Customer Service will contact the customer and notify them of:
 - 1. Amounts due for all tampering charges.
 - 2. Engineering charges are an estimate and could result in either a refund to apply toward CIS account or an additional amount due from the customer.

J. Transformer Needs Painting

- Customer should contact KUA at customerservice@kua.com or (407) 933-9800

K. Sinking Transformer or Leaning Pole

- Customer should contact KUA at customerservice@kua.com or (407) 933-9800

L. Service Upgrades

- Customer should contact KUA at customerservice@kua.com or (407) 933-9800

M. Inspection Requests

- Customer should contact KUA at customerservice@kua.com or (407) 933-9800

N. Line Locate Requests

- All requests must go through Sunshine 811.
- Customers should always call before digging. Contact numbers are 811 or 1 800 432 4770.

- Inquiries on locate request can go to www.sunshine811.com.
 1. Customer can enter ticket # and phone # to access information.
- KUA only locates electrical lines that belong to KUA. Commercial underground wire is the customer's responsibility, not KUA.
- KUA does not install commercial secondaries.

Customer Service

A. Customer Method of Contact

- Once service is requested by a customer of KUA, all utility customers regardless if they are a primary, secondary or beneficiary of service, will be consenting to and authorizing KUA, its Authorized Agents and assignees, for the purpose of servicing their account or to collect any amounts owed, to be contacted by telephone, text message, e-mail or via the internet at any telephone number, e-mail address or website associated with their account, whether obtained from the account holder or from third parties, including wireless telephone numbers which could result in charges to them. Methods of contact may include using pre-recorded/artificial voice messages, use of an automatic dialing device, text messages, e-mails, and communications via internet sites and/or social and business networking websites, as applicable.

B. Customer Required Documents

- On all requests for utility service(s), the **non-residential** customer will be required to provide the following:
 1. An adequate address for the service location.
 2. A signed "Utility Service Business Application."
 3. Payment of the required security deposit or posting of the appropriate guarantee. A commercial utility customer shall be allowed 20 calendar days to pay the required deposit if it elects to post a surety bond, irrevocable letter of credit or certificate of deposit in lieu of cash deposit. (Written confirmation must be provided by the surety company of a bond being processed for the customer).
 4. Adequate identification is determined to be a government issued photo identification card including, but not limited to the following: driver's license, alien registration card, or passport.
 5. If service address is a rental property, a copy of the lease signed by the property

owner/manager or appropriate documentation is required. If the rental property location is in non-pay terminate status, or changes to an originally submitted lease occur, the applicant is required to provide a notarized Lease Verification form. If the service address is owned by the customer requesting service appropriate ownership documentation will be required.

6. If the service is in a corporate name or partnership, appropriate documentation as to the corporation officers or partners is required.
 7. If the service will be used as a short term rental and is being initiated by another party, a copy of the management agreement or power of attorney will be required.
- On all requests for utility service(s), the residential customer will be required to provide the following:
 1. Adequate identification is determined to be a government issued photo identification card including, but not limited to the following: driver's license, alien registration card, visa or passport.
 2. Adequate service address.
 3. Payment of the required security deposit or a positive report from the KUA initiated credit check.
 4. If service address is a rental property, a copy of the lease signed by the property owner/manager or appropriate documentation is required. If the rental property location is in non-pay terminate status, or changes to an originally submitted lease occur, the applicant is required to provide a notarized Lease Verification form and may also require the Authorized Tenant Lease Verification form (contact KUA if form is required). If the service address is owned by the customer requesting service appropriate ownership documentation will be required.
 5. Each customer posting cash deposit with the Utility shall be required to provide a Social Security or Federal Tax ID number which is used in reporting interest to the Internal Revenue Service. Where no number is available, interest will not be posted to the account.
 6. An individual authorized by a new utility customer requesting service may apply for service on behalf of the new customer if the authorized individual provides adequate documentation on the new utility customer. Power of Attorney, Guardianship paperwork or appropriate documentation required.

C. Same Day Initiates

- The Utility will initiate service, if possible, on the same day during normal working hours for an additional fee per our miscellaneous fee tariff. This fee can be waived as a one-time customer courtesy. All other orders will be worked the next business day after or beyond per the request of the customer. In order to assure service initiation, the customer should give the Utility notice of not less than 1 working day.

D. Beneficiary of Service

- Individual: The Utility may refuse to initiate service to an individual applicant if said applicant has been the beneficiary of service (spouse, roommate, relative, etc.) at a previous address which is terminated and remains delinquent or a beneficiary of said service has a delinquent unpaid balance.
- Commercial: The Utility may refuse to initiate service if the applicant has commercially benefitted from previous service at any address which was terminated and remains delinquent. "Commercially benefitted" includes, without limitation: (1) being in a financial, managerial or other professional relationship with the delinquent commercial entity at the address while Utility service was rendered to such entity; (2) having any affiliate relationship with the delinquent commercial entity (including without limitation, parent corporation, subsidiary corporation, partnership, membership, or agency); and (3) knowingly acquiring the property from a delinquent commercial entity that utilized criminal (including, without limitation, tampering or diversion), fraudulent and/or bad faith practices to consume Utility's services without payment.

E. Interim Service

- Service requested for the purpose of a walk through inspection, cleaning or a pre-power test of equipment may be initiated without activating city refuse pick up service provided that the service is no longer than 5 calendar days. A termination date must be given at the time service for the walk through inspection, cleaning, or pre-power test is requested. If the terminate date is extended past the 5 day period, city refuse must be activated effective the electric date and a deposit may be required.

F. Reinitiate Service

- A former KUA residential customer may return and reinitiate service of the same class within 12 months of the service termination without paying a deposit provided that the customer's last account was not assessed a deposit. Credit checks will be used to determine the need for a deposit for customers returning after 12 months.

- Should an applicant for service have had a bad debt (Write Off status) or tampering on a former service with the Utility, the applicant will be required to pay all charges and fees applicable and post a new standard deposit. If no history is available for a commercial account, the amount will be estimated. If no history is available for a residential account it will be a minimum of \$340.00 for electric.

G. Vacation On/Off Procedures

- A Residential customer may request for services to be placed on vacation status (services off) for up to a maximum of 12 months while away from the home.
- An initiation fee of \$15 will be billed upon reinstatement of services.

H. Initiating Service for Minors

- Rule focused on young adults leaving the foster care system.
- As long as person is 17 years old and presents judge signed order they can get service.

Effective: July 1, 2014

West's Florida Statutes Annotated Currentness

Title XLIII. Domestic Relations (Chapters 741-759)

Chapter 743. Disability of Nonage of Minors Removed (Refs & Annos)

➔ **743.046. Removal of disabilities of minors; executing agreements for utility services**

For the sole purpose of ensuring that a youth in foster care will be able to secure utility services at a residential property upon the youth's 18th birthday, the disability of nonage of minors is removed for all youth who have reached 17 years of age, have been adjudicated dependent, and are in the legal custody of the Department of Children and Families through foster care or subsidized independent living. These youth are authorized to make and execute contracts, agreements, releases, and all other instruments necessary for the purpose of securing utility services at a residential property upon the youth's 18th birthday. The contracts or other agreements made by the youth shall have the same effect as though they were the obligations of persons who were not minors. A youth seeking to enter into such contracts or agreements or execute other necessary instruments that are incidental to securing utility services must present an order from a court of competent jurisdiction removing the disabilities of nonage of the minor under this section.

CREDIT(S)

Added by Laws 2008, c. 2008-122, § 2, eff. July 1, 2008. Amended by Laws 2014, c. 2014-19, § 289, eff. July 1, 2014.

West's F. S. A. § 743.046, FL ST § 743.046

Current with chapters from the 2020 Second Regular Session of the 26th Legislature.

(C) 2021 Thomson/West

Form Required

FORM 8.977. ORDER AUTHORIZING CHILD TO ENTER INTO RESIDENTIAL LEASEHOLD AND SECURE UTILITY SERVICES BEFORE THE CHILD'S 18TH BIRTHDAY

*ORDER AUTHORIZING CHILD TO ENTER INTO RESIDENTIAL LEASEHOLD AND TO SECURE RESIDENTIAL UTILITY SERVICES
BEFORE THE CHILD'S 18TH BIRTHDAY*

THIS CAUSE came before the court to remove the disabilities of nonage of..... (name)....., for the purposes of entering into a residential leasehold and to secure residential utility services. The court being fully advised in the premises FINDS as follows:

..... (Name)..... is 17 years of age, meets the requirements of sections 743.045 and 743.046, Florida Statutes, and is entitled to the benefits of those statutes.

THEREFORE, based on these findings of fact, it is ORDERED AND ADJUDGED that the disabilities of nonage of..... (name)..... are hereby removed for the purposes of entering a residential leasehold and securing residential utility services (Name)..... is hereby authorized to make and execute contracts, releases, and all other instruments necessary for the purposes of entering into a residential leasehold and securing residential utility services. The contracts or other instruments made by(name)..... for the purposes of entering into a residential leasehold and securing residential utility services shall have the same effect as though they were the obligations of a person who is not a minor.

ORDERED at, Florida, on..... (Date).....

Circuit Judge Copies to:

Sample Form Completed

Nov 13 08 10:32a

Guardian ad Litem Program (407)343-6670

p.2

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA

IN THE INTEREST OF:

JUVENILE DIVISION: 30

CASE NO.: [REDACTED]

MINOR CHILD.

**ORDER AUTHORIZING CHILD TO ENTER INTO RESIDENTIAL
LEASEHOLD AND TO SECURE RESIDENTIAL UTILITY SERVICES
BEFORE THE CHILD'S 18TH BIRTHDAY**

THIS CASE came before the court to remove the disabilities of nonage of the child, [REDACTED] for the purpose of entering into a residential leasehold and to secure residential utility services. The Court being fully advised in the premises finds as follows:

[REDACTED], date of birth [REDACTED] is 17 years of age, meets the requirements of Sections 743.045 and 743.046, Florida Statutes, and is entitled to the benefit of those statutes.

THEREFORE, based on these findings of fact, it is

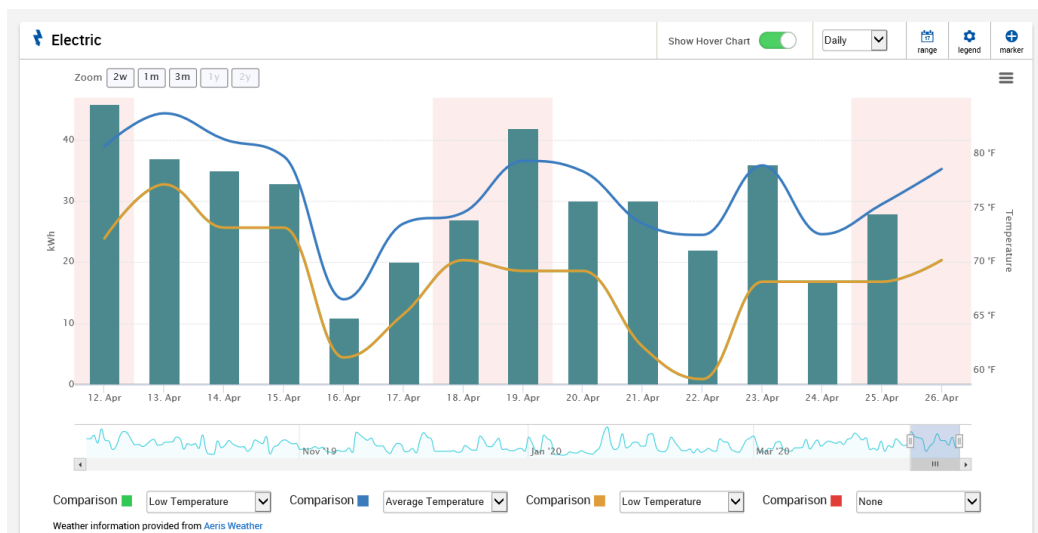
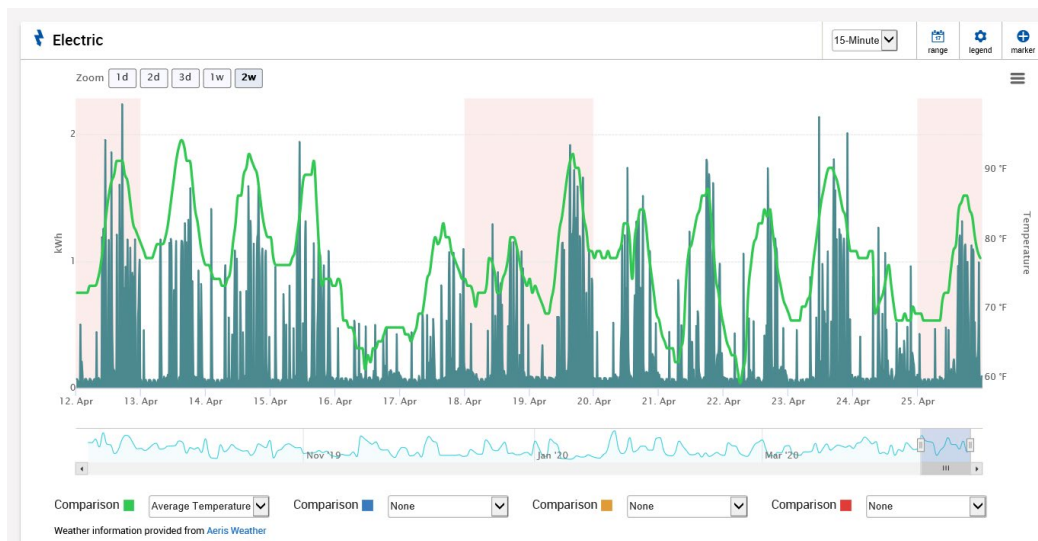
ORDERED AND ADJUDGED that the disabilities of nonage of [REDACTED] are hereby removed for the purposes of entering into a residential leasehold and securing residential utility services. [REDACTED] is hereby authorized to make and execute contracts, releases, and all other instruments necessary for the purposes of entering into a leasehold and securing residential utility services. The contracts or other instruments made by [REDACTED] for the purposes of entering into a residential leasehold and securing residential utility services shall have the same effect as though they were the obligations of a person who is not a minor.

DONE AND ORDERED at Kissimmee, Florida, on this 13th day of
Nov, 2008.

[REDACTED]
Circuit Judge

I. KUA's Customer Portal (My Meter)

- A customer has the option to register their account on KUA's Customer Portal (<https://my.kua.com>) Once signed up, the portal gives customers the ability to complete some of the most common functions associated with their accounts, from viewing and paying bills and reviewing past consumption to setting up high usage alert notifications to help them stay within budget. Customers can also report outages, view an outage map, and start, stop and transfer electric service from the portal as well as request payment arrangements.



- A representative has the ability to assist the customer with setting up communication preferences such as receiving a text message when usage is over a threshold of the customer's choosing.

J. Termination by Request

- The Utility will make every effort to terminate service on the day specified by the customer excluding weekends or holidays.
- If written request for termination is received requesting that the termination occur on a date prior to the date of receipt of the request, the Utility will terminate service on the next succeeding work day.

K. Termination by Phone

- Terminations can be requested by phone. The Utility requires all individuals listed on the account to authorize the termination of their service(s). Termination requests can also be received online, by fax or in writing with proper identification.

L. Termination for Deceased Account Holder

- In situations where KUA determines that an account holder is deceased, a reasonable amount of time (not to exceed 30 days) will be given to allow occupants the opportunity to establish service in their names. KUA cannot knowingly allow accounts to be held in the name of a deceased person.

M. Owner Termination Request with Tenant Occupancy

- KUA will refuse termination requests from an owner/ landlord (account holder) if there is any indication that a tenant occupies the dwelling per Florida Statute 83.67. The owner must furnish ownership documents and a, "Court Ordered Eviction," for this termination to be processed. Note: this applies only to residential tenants and does not apply if the tenant is a business.
- For termination in the field – if Field Representative is approached by someone living in the location they will leave the

service on and immediately notify the office. The office will contact the owner (account holder) to inform them that we will not be able to honor their request to terminate service because it has been brought to our attention that there was a tenant. The owner must furnish ownership documents and present executed eviction paperwork, or where unlawful squatters are allegedly involved, an order for unlawful detainer issued pursuant to Chapter 82 Florida Statutes, for the termination to be processed. In the event the owner presents credible evidence of illegal possession (unlawful detainer), the owner must execute an "Affirmation of No Attempted Eviction and Assumption of Sole Responsibility for Account Change" form before the termination can be processed.

- After termination - if anyone claims to have been residing at this location when the owner requested termination, KUA will request documentation proving this claim. If sufficient documentation (such as a duly executed lease) is provided, the service will be restored and the owner (account holder) will be contacted to inform them that we will not be able to honor their request to terminate service because it has been brought to our attention that there was a tenant. If the owner wishes to contest this determination and discontinue electric service to the property, the owner must furnish ownership documents and present executed eviction paperwork, or where unlawful squatters are allegedly involved, an order for unlawful detainer issued pursuant to Chapter 82 Florida Statutes, for the termination to be processed. In the event the owner presents credible evidence of illegal possession (unlawful detainer), the owner must execute an Affirmation of No Attempted Eviction and Assumption of Sole Responsibility for Account Change" form before the termination can be processed.
- In the event the landlord is requesting to change the name on an existing KUA account from a tenant's name to the landlord's name, an "Affirmation of No Attempted Eviction and Assumption of Sole Responsibility for Account Change" form may be required (see below for form). This form would need to be filled out by the landlord and notarized if the following criteria have been met:
 1. The landlord and/or tenant has made KUA aware of a dispute.
 2. Tenant has time left on the lease they provided to KUA to initiate services in their name or can provide a new lease which is still current.
 3. The account is in an 'active' status.



Affirmation of No Attempted Eviction and Assumption of Sole Responsibility for Account Change

The undersigned is the owner and landlord (Landlord) for property located at _____ (Property). Landlord has requested that the Kissimmee Utility Authority (KUA) change the name on the existing KUA account for the Property from the tenant's name to Landlord's. By signing below, Landlord hereby represents to KUA that this change is being made pursuant to the mutual agreement of the Landlord and the tenant(s) named on the KUA account or that the tenant whose name is on the KUA account has abandoned the premises without notifying KUA. Landlord acknowledges it is aware of and understands the prohibition in Florida Statutes, Section 83.67, that forbids a landlord from taking any action, including changing the name on applicable utility accounts, to disconnect utilities as a means of eviction. Landlord represents to KUA that it is not changing the name on the KUA account in order to facilitate the eviction of the current tenant account-holder through termination of utility services. Landlord agrees that it will be solely responsible and liable for any and all costs, including, but not limited to, liability claims and attorney's fees, incurred by KUA which are in any way related to claims of any party brought against KUA related to the termination of utilities at this location where such termination was requested by Landlord.

LANDLORD

{Print Name}

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by means of ☐ Physical Presence OR ☐ Online Notarization.

Notary Public - State of Florida

Commission Expires: _____

Personally Known

Produced Identification: _____

N. Initial Deposits

All applicants for utility service are required to post a utility deposit prior to having service provided. The types of deposits which may be accepted are as follows. All applicants are required to provide a Social Security Number to determine deposit

- **RESIDENTIAL SERVICE** - The utility basic service deposit shall be determined as follows:
 1. Residential Electric Deposit will be equal to two months average electric consumption for that residence, a minimum of Three Hundred Forty Dollars (\$340.00).
 2. A residential customer's deposit may be waived if a credit check initiated by the Utility reveals a satisfactory credit history as determined by the Utility.
 - a. If the credit check reveals an unsatisfactory credit history, a deposit of two times the average monthly bill, minimum of Three Hundred Forty (\$340.00) will be required and any amount over the minimum deposit may be billed on the customer's first utility bill.
 - b. If the customer refuses to provide a Social Security Number to complete a credit check they will be assessed a deposit of two times the average monthly bill, minimum of Three Hundred Forty (\$340.00). Where no social security number is provided, interest will not be posted to the account.
 3. Residential deposits are kept until the utility account terminates.
 4. If a customer is opening an additional utility account and previously elected to participate in the bank draft payment program in lieu of deposit, the bank draft payment program can be setup online on the additional account since the account is considered to be grandfathered in. The bank draft payment program in lieu of deposit was in effect from July 1, 2011-January 31, 2015. Deposits will be assessed if direct drafting used in lieu of a required deposit is declined by the bank.

Effective May 1, 2017, customers removed from the bank draft payment program in lieu of deposit are not eligible for the No Arrangement option.

If the additional account is not going on Bank Draft, they are required to pay a deposit.

Effective July 1, 2011, if an existing customer fails to pay, or fails to agree to and keep satisfactory arrangements to pay a required deposit they will not be eligible for any further arrangements to pay any amounts owed for their actual utility services and will be subject to termination if payments for their actual utility services is not paid when due.

5. Deposit Requirements for Additional Accounts - If second account is transitory a second deposit is not needed; transitory meaning they will

terminate the current account and just leave the incoming active. We can transfer the deposit to the new incoming account.

6. Deposit for Additional Accounts (non transitory) - We required a deposit if the account does not fall under the old Deposit Tariff.

If a customer falls under the old Deposit Tariff (before May 2010) you can use their KUA history to determine if a deposit is needed for an additional account. (Grandfathered account).

7. Guarantee – A customer may have their account guaranteed by another residential KUA customer of the same customer class with a satisfactory payment history (as provided herein). The form utilized is below:



Guarantee of Additional Residential Accounts

Guaranteeing Payment:

Name _____

Telephone Number _____

KUA Account Number _____

Service Initiation Date: _____

Mailing Address _____

Date of Agreement: _____ Average Bill X 5 = Maximum Guarantee: _____

As guarantor of the account below I understand that non-payment of that account could result in action, including without limitation, suspension and termination of service to any and all KUA accounts in my name, and/or other legal action, at KUA's discretion.

Printed Name of authorized account holder

Signature of authorized account holder

Person guaranteed by the above KUA Customer:

Name _____

Telephone Number: _____

KUA Account Number _____

Service Initiation: _____

Mailing Address: _____

Date of Agreement: _____ Average Bill X 5 = Maximum Guarantee: _____

Printed Name of authorized new account holder

Signature of authorized new account holder

- **COMMERCIAL SERVICES** - The utility basic service deposit shall be determined as follows:

1. All Non-Residential Service electric deposits, including stand-alone vapor light accounts, will be based on two times the 12-month average consumption for that facility and the same type of business, or based on square footage and type of business, a minimum of one hundred dollars (\$100.00 – typically for temporary construction service).
2. Vapor Light Deposits - including stand-alone vapor light accounts, will be based on two times the 12 month average consumption for that facility or a minimum of \$100.

Example:

3. The deposit is calculated based on two times the monthly vapor light charge for all lighting devices at the location. For example, the account below has 78 lights that are billed under the CES bill code and 109 lights that are billed under the CLS bill code. Based on the rate sheet attached, the deposit should be calculated using the following formula:

78 (number of CES devices) X \$22.26 (monthly rate) =
\$1736.28

109 (number of CLS devices) X \$40.31 (monthly rate) =
\$4393.79

Total Monthly Charge is \$6130.70

2 X \$6130.70 = \$12,260.14 – Deposit of \$12,260 should be collected.

4. Commercial Deposit Options

- a. Cash, Irrevocable Bank Letter of Credit or Assigned Certificate of Deposit or Surety Bonds - Two times the average monthly billing for service as calculated during the preceding twelve (12) months of active service. Without the required billing history, the deposit shall be estimated.
- b. Irrevocable letter of credit from an approved bank for an amount equal to two times the average monthly billing as calculated.
- c. Surety bonds, irrevocable letters of credit or certificate of deposit may be posted in lieu of a cash deposit when the amount of the deposit required exceeds five hundred dollars (\$500.00). Must be on KUA form below. The bond will be written for an amount equal to two times the average monthly billing as calculated and must be posted no later than 20 days after the date the utility service is initiated.



STATE OF _____
COUNTY OF _____

BOND # _____

KNOW ALL MEN BY THE PRESENTS, THAT WE, _____, OF _____
County of _____, State of _____, AS PRINCIPAL, (hereinafter called "Principal") and _____
_____ as SURETY (hereinafter called "Surety"), are held and firmly bound unto the KISSIMMEE UTILITY
AUTHORITY, Kissimmee, Florida, in the sum of _____ Dollars (\$_____
), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents; and

WHEREAS, the Principal has entered into an Electric Service Contract, which also covers all other charges that Kissimmee
Utility Authority is authorized to collect, on the _____ day of _____, 20____, which Kissimmee
Utility Authority, P.O. Box 423219, Kissimmee, Florida 34742-3219, providing for the payment due KISSIMMEE UTILITY
AUTHORITY, Kissimmee, Florida, from the Principal for electric service and all other charges it is authorized to collect.

NOW, THEREFORE, in consideration of the premises, if the above named Principal shall promptly pay to KISSIMMEE
UTILITY AUTHORITY, Kissimmee, Florida, all bills for electricity and sanitation charges and taxes, if any, on any of
these services, or for any appliances used in connection with same, or for any material of any kind purchased from
or services rendered by said Utility, together with all penalties and interest thereon, and shall pay all costs of
collection of such charges and of performance of such contract, including a reasonable attorney's fee if placed in
the hands of an attorney in case of default thereunder, and shall generally faithfully comply with the provisions
of said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND IS ISSUED AND EXECUTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the term of this bond shall be indefinite.
2. That the surety bond company reserves the right to cancel this bond by giving sixty (60) days notice to the
said _____ and KISSIMMEE UTILITY AUTHORITY, P.O.
Box 423219, Kissimmee, Florida 34742-3219, and upon receipt of such cancellation notice, the Surety is
discharged and relieved of any liability thereafter accruing hereunder, it being understood and agreed,
however, that the said Principal and the said Surety will be liable for any loss accruing up to the effective
date of said cancellation, including costs of collection of any amounts due under said contract and of
enforcement of performance thereof, as herein described, in no event, however, in excess of the
penalty of this Bond.

SIGNED, SEALED AND DATED this the _____ day of __, 20____.

Attest for Principal

Principal

Attest for Surety

By

Florida Agent Countersign	Surety
Address, City, State	Surety Address
Florida Agent License Number	Surety Telephone & FAX Numbers
Telephone & FAX Numbers	By: Attorney-in-Fact

1. Commercial accounts will be rechecked after approximately six months from the initiation of service to determine whether the account has posted a deposit adequate for the customer's actual usage. If the deposit is not in line with actual usage, an additional deposit will be required. If the deposit exceeds the adequate amount the account will be credited the excess.
 2. Commercial deposits are kept until the utility account terminates.
 3. Kissimmee Main Street Economic Restructuring Committee has established a New Business Start-up Program which allows the deposit to be billed over a 24-month period upon approval by this committee. Phone number for Kissimmee Main Street is 407-846-4643. Website is <https://kissimmeemainstreet.org>.
 - a. Before the customer may request the deposit to be billed over a 24- month period, a letter of approval must be received by KUA directly from the manager of the Kissimmee Main Street program after approval of the Overseeing Committee for this grant program.
 - b. The Customer must meet requirements set by the Kissimmee Main Street before receiving approval for this grant.
- Temporary Service
 1. Temporary services will require a guarantee deposit as stated in the applicable Rate and Charges Schedule and many be posted using cash, certified funds, personal or corporate check or certain credit cards.
 - Blanket deposit
 1. May be posted by commercial customers when multiple accounts are being placed in service.

2. The blanket deposit shall be no less than the minimum deposit required for commercial customers.
3. Customers shall be allowed to post blanket deposits for temporary services for construction and must be equal to the minimum temporary service deposit times the number of temporary services that would be in existence at any one time.

O. Additional Deposits

- Additional deposits will be required of a customer whose service(s) has had two forced collections in the previous twelve-month period or is involuntarily terminated. (A forced collection occurs when a trip to the property has been made to disconnect service(s) for non-payment but payment is made before the actual disconnection has been completed). Additional deposits will also be required if a customer has had two returned checks/ACH in a twelve-month period, a bankruptcy, collection status, a write off account, history of tampering or diversion, or one forced collection combined with one returned check in a twelve month period.
- Notice of the requirement for an additional deposit on established accounts must be given to the customer separate and apart from any billing allowing thirty (30) days for payment. This does not apply to service initiates.
- The additional deposit calculation shall include the existing deposit, and the total deposit shall not exceed two times the average billing for electric service as calculated during the preceding twelve (12) months of active service, a minimum of ThreeHundred and Forty dollars (\$340.00) for the electric deposit. With the absence of the required billing history, the additional deposit (plus any existing deposit) shall be the minimum deposit of \$340.00 for electric deposit.
- Additional deposits assessed after May 1, 2010 shall be held by the Utility for residential customers until the account is closed. The deposit plus all accrued interest will be applied to the final bill. If the deposit exceeds the amount of the final bill, the remaining balance will be refunded to the customers, any balance due from the customer will be billed. Additional deposits paid prior to May 1, 2010, will be held until the utility account terminates or until the customer has provided a satisfactory payment record per the previous tariff.
- If an existing customer fails to pay, or fails to agree to and keep satisfactory arrangements to pay a required deposit, they will not be eligible for any further arrangements to pay any amounts owed for their actual utility services and will be subject to termination if payments for their actual utility services is not paid when due.

P. Estimated Deposits

- When a utility account does not have any billing history for a period of 12 months, the utility deposit required may be estimated.
- The deposit may be estimated based on the billings of a comparable business or residence, as applicable.
- The deposit may be estimated based on the load data provided or based on kWh consumption per square foot of space contained within a building or structure.
- The deposit may be based on the size of the electrical hookup and the type and size of equipment to be used.
- When the utility deposit has been estimated, the utility customer may request that the utility deposit be reviewed for adequacy once a billing history for a period of 12 months of continuous active service has been established. Likewise, if the Utility finds the deposit to be inadequate during the year one review an additional deposit may be requested.

Q. Deposit Receipts

- A utility deposit receipt is issued to a utility customer at the time utility service is requested.

R. Deposit Interest

- Customers posting cash deposits must provide a social security number or Tax I.D. number at the time the non-transferable deposit certificate is issued. The Finance & Administration, Account Division, will prepare an I.R.S. Form 1099 for all deposits where the total interest payment or credit exceeds six hundred dollars. Under no circumstances will interest be paid to those depositors who fail to provide the Utility a Social Security or Tax I.D. number.
- A Utility customer depositor will be entitled to receive interest on his deposit from the date of the posting of the deposit. The interest rate will be changed on the deposit and issued through the end of each month. The change will be based on the moving average of the State Board of Administration for the last working day of the month two months previous. Interest will be compounded monthly.
- Annual interest earnings will be prorated and will be paid by check or credit to the utility account at the time the utility account is terminated and the deposit is to be applied to the final bill.

S. Deposit Transfers

- Utility deposits may be transferred for a utility customer from one account service location to another service location provided the transfer is completed within 10 days and does not require a change in class of service. At the time of transfer, adequacy of the deposit for the new utility account must be determined and all delinquent bill amounts must be paid prior to the transfer.

T. Deposit for Interim Service

- No Utility deposit will be required when service is being temporarily requested for a period not to exceed five days for the purpose of cleaning an apartment or other rental unit, provided further that the customer requesting the temporary service has a current active utility account of the same rate class that is in goodstanding.

U. Deposit and Vacations

- A utility deposit may be held when a customer requests it and is leaving on vacation for a period not to exceed 12 months and there will not be any intervening customer occupying that service address. The deposit and accrued interest will be applied to the final bill.

V. Deposit and Bankruptcy

- During bankruptcy proceedings, KUA may receive an adequate assurance of future payments in the form of a Bankruptcy Order providing for payment of an adequate assurance deposit. KUA will request that we maintain the adequate assurance deposit ourselves rather than in an interest-bearing account maintained by Debtor's bank.

W. Deposits and Spouses

- A deposit may not be claimed by the spouse of the individual who originally posted the deposit. Deposits will be refunded only to the holder of the account.

X. Deposit and Co-Account Holders

- A deposit posted by co-account holders at a service location cannot be claimed by anyone other than the account holders when the deposit was posted. Should one of the co-account holders remove his or her name from the account, the deposit will remain in the name of the remaining account holder(s).

Y. Deposits Belonging to Deceased individuals

- A deposit belonging to a deceased individual may be transferred or assigned to another individual only upon receipt of written authorization from the heir-in-law, executor or administrator of the estate of the deceased individual.

Z. Deposits and Unclaimed Property

- Any utility deposit in the possession of the Utility for which no utility service has been requested or rendered for more than one year and for which no claim has been made, shall be declared unclaimed property and shall be forfeited to the State of Florida as provided by law.

AA. Deposit Refunds

- Residential – Deposits received after May 1, 2010, and interest is refundable upon discontinuation of service, but both are subject to set-off and recoupment for all amounts due and outstanding as of discontinuation. This shall be reflected in the final bill.
- Residential - Deposits received prior to May 1, 2010 shall be governed by the previous tariff as follows: A satisfactory payment record for a residential account shall be defined as one in which during the previous 12 months of active service, the customer has not received more than two delinquent notices, with no forced collections, non-pay terminations, or returned checks. The minimum period a residential customer's deposit will be held is two years.
- If additional deposits are assessed after May 1, 2010, the entire deposit will be subject to the rules for all deposits received after May 1, 2010.
- Commercial – The deposit shall be held for the period in which the account is active. At the time of termination, the deposit and all interest will be applied to the account, with both subject to set-off and recoupment for all amounts due and outstanding. This shall be reflected in the final bill.

BB. Disputed Bills

- The Utility will promptly respond to all complaints, inquiries or service requests received from any Utility customer. A complaint as defined for this policy will be construed to mean substantial objection made to the Utility by a customer as to billing charges, facilities or service, the disposal of which requires investigation or analysis.

- Customers objecting to utility billings which are believed to be in error must present such objections to the Utility on or before the delinquent date as shown on the billing in question. The customer's failure to do so will leave the service subject to interruption in accordance with the Utility's termination policy.
- If an error in billing requires investigation by the Utility, the disputed amount owing will be deferred at the customer's request until the investigation is completed by the Utility. If the Utility finds that no error had been made, the deferred amount becomes due and payable according to arrangements made with the KUA representative.
- If the disputed amount is to be contested further by the customer, the disputed amount must be paid, or satisfactory arrangements made for payment as set forth or the service(s) will be subject to service interruption.
- If a customer *verbally* disputes a bad debt through KUA's Customer Service Department, the representative handling the account shall assist the customer with their inquiry even though the debt has been turned over to our collection agency.
- In the event a *written* bad debt dispute is received directly by KUA from the customer it should be sent immediately to the KUA Collections Analyst. KUA will forward the dispute to its collection agency immediately since a written dispute is what triggers a verification requirement. This is to assist the collection agency to be in compliance with the 30-day validation period. Once verification of the debt is requested of KUA by the collection agency, KUA will then forward validation of the debt to the collection agency which will respond to the customer disputing the debt.
- In this case, the verification of the debt should be sent by the collection agency rather than KUA. KUA will not be responsible for the debt being marked as "*disputed*" on the customer's credit bureau's file in either case.

CC. Customer Correspondence

- All correspondence on Utility service matters will be directed to the Customer Service Department for response which will be retained for a period of no more than three years.

DD. Information Available to Customers

- The Utility shall, upon request, give its customer such information and assistance as is reasonable in order that the customer may secure safe and efficient service.
- Information as to the method of reading meters, the subsequent derivation of billings there from, the billing cycles and the approximate date of the monthly meter reading.
- A copy and/or explanation of the Utility rates and the provisions applicable to the type or types of service furnished or to be furnished to such customer and to assist them in obtaining the rate schedule most advantageous for the particular service requirements.
- Information and assistance pertaining to the management and efficient use of energy.
- The Utility shall notify the customer on their first billing after new rate schedules are adopted of the rate change, its effective date and advising that copies of the adopted rates are available upon request.
- Confidential Information - Some information regarding a customer's account is considered confidential. Such confidential information may be provided by the Utility to Police Department, Sheriff's Department, the F.B.I., the I.R.S., or other such Federal, State, County or City investigative offices. Other requests for information on accounts other than the individuals own account shall be referred to a member of the Information Management staff, or Records Custodian for processing according to public records request requirements. Email requests can be sent to records@kua.com

Energy Conservation

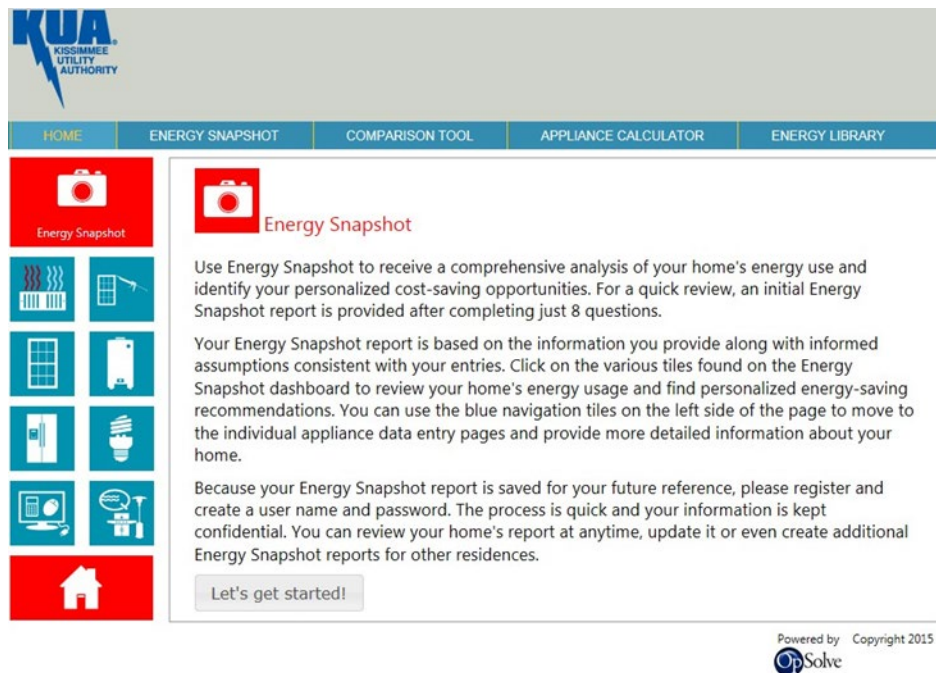
A. Types of Energy Audits

- KUA offers free Energy Conservation audits for both commercial and residential customers. These audits are free of charge and are recommended for participation in our Energy Conservation Rebate Programs.
 1. Phone Assisted Home Energy Audit
 - a. Customer may call to talk to one of our Energy Conservation Specialists who will walk the customer

through a complete phone assisted home energy audit. . The customer will receive helpful recommendations on steps they can take to improve their home's energy efficiency and reduce electric consumption. Instructions on applying for available rebates through KUA's rebate program and access to KUA's Participating contractors list are also provided to the customer.

2. DIY Online Home Energy Audit (Do it yourself)

- a. This service is provided by Kissimmee Utility Authority to its residential customers via the KUA website (<http://www.energydepot.com/KUA/>).



3. This audit provides a new set of online tools with 8 categories, offering appliance comparisons, kWh history and educational resources to help our customers better understand and manage their home energy use and costs.
 - a. The online energy audit is based on actual customer inputs regarding the home or they can use the defaults to shorten the time it takes to complete the report. However using the defaults could result in low or high energy usage projections and missed recommendations. It's best to put actual inputs in the report regarding the homes overall impact.
 - b. The customer will need their KUA account numbers to save the online energy audit report and to upload

current kWh energy usage for customized energy savings comparisons. Customers also have the option to bypass this requirement and basically enter as a guest, only requiring address and zip code, which also considers weather impacts at the time the on-line energy audit report was completed.

4. In-Home Energy Audit (On-site)

- a. Making our homes and businesses as energy efficient as possible helps to conserve energy which can save the customer money. Kissimmee Utility Authority offers a free on site residential or commercial energy audit to our customers. The Certified Energy Conservation Specialist will survey the location's HVAC systems, windows, insulation, appliances, duct work, water heating, and the locations overall efficiency. Upon completion, the customer will be provided with customized recommendations and cost effective energy savings measures for their home & lifestyle.
- b. Scheduling an Audit – Customer can request an appointment through customerservice@kua.com or by calling (407) 933-9800.
 - Rental home locations – Landlord should be made aware of the energy audit.
 - Customer should contact KUA before the scheduled audit if they will be unable to keep the appointment.

B. KUA's Rebates and Requirements

• GENERAL REQUIREMENTS & INFORMATION

1. Must be an existing KUA electric customer to be eligible for all rebates.
2. Rebates are subject to change without notice.
3. Please allow 4 to 6 weeks for processing all rebate requests.
4. Rebates are subject to approval and contingent upon fund availability.
5. Random on-site verification of installed/repaired measures may be performed prior to issuing rebates.

6. Rebate will be issued in the form of a CREDIT on the utility bill unless specified otherwise.
7. All rebate supporting documentation invoice/ receipt for services due within 60 days of installation or service unless otherwise authorized.
8. Rebates may be used in conjunction with other KUA rebates and may be submitted together on one rebate form.

- **INSULATION UPGRADE (Value: Maximum Value \$0.09/square foot up to \$300)**

1. **Purpose:** To encourage the installation of additional insulation in existing homes and small businesses.
2. **Definition:** Insulation slows down the amount of heat transfer that flows out of or into a home thus reducing the amount of energy needed by the heating and cooling systems to maintain a comfortable temperature. Adding insulation in an attic, walls and/or under raised flooring when existing levels are inadequate can reduce heat transfer, increase comfort and help lower energy bills.
3. **Eligibility/Requirements:**
 - a. Must be a KUA electric customer
 - b. Valid only on existing air conditioned homes and small businesses
 - c. Attic: Added insulation must reach a minimum level of R-30 or better (batting, blanket, board, sprayed-on or blown-in) Under Raised Flooring: Added insulation must reach a minimum level of R-19 or better (batting, blanket or board foam) Within Walls: Added insulation must reach a minimum of R13 or better (batting, blanket, board, sprayed-on or blown-in).
 - d. Must be installed in accordance with the manufacturer's recommendations
 - e. Must be installed prior to the issuance of the rebate
 - f. Generally will be installed by a qualified or certified insulation contractor/builder

- g. On-site verification of installation may be required and is mandatory on homeowner installs.
- h. Rebate form must be completed and submitted to KUA along with proof of purchase within 60 days of installation.
- i. Rebate will be issued in the form of a credit on the KUA electric bill

4. Restrictions:

- a. All rebates are subject to approval and contingent upon fund availability
- b. Rebates are subject to change without notice
- c. Maximum rebate of \$300 per location.

- **DUCT LEAK REPAIR/REPLACEMENT (Value: Maximum value 50% of cost up to \$200)**

- 1. **Purpose:** To encourage cost effective power demand and energy reductions through the use of professional duct leak inspection and repair or replacement.
- 2. **Definition:** Duct leaks cause a significant increase in energy use by the home's heating and cooling systems. Leaks in joints between ductwork and around air handler cabinets allow conditioned air to escape. Leaky ductwork makes heating and cooling systems work longer and harder to maintain comfort in a home. Leaky ducts can also cause negative pressure in the home which can allow moisture and, in some instances, carbon monoxide to enter into the home. The sealing of leaks improves the efficiency and performance of central heating and cooling systems. Properly sealed ducts can help to decrease monthly energy bills, increase comfort and reduce peak electrical demands.

3. Eligibility/Requirements:

- a. Must be a KUA electric customer
- b. Must be an existing central air conditioning system
- c. Duct system must be thoroughly inspected and repaired which includes air handler and all ductwork

- d. Repairs must be done by a KUA Participating Contractor or other (DBPR) Florida State licensed air-conditioning (HVAC) contractor
- e. Ducts must be sealed using mastic or a combination of mastic and pressure sensitive foil tape (UL 181AP or UL 181AH)
- f. Contractor must certify that the ductwork has been inspected and sealed in accordance with the 2010 Florida Energy Code, Section 101.4.7.1.1
- g. Customer must submit an invoice from the contractor notating the work that has been done along with the itemized cost associated with the repair.
- h. On-site post repair inspection for quality assurance and/or testing for performance improvement may be required
- i. When all requirements have been met and approved, the rebate is issued as a credit on the customer KUA electrical account

4. Restrictions:

- a. All rebates are subject to approval and contingent upon fund availability
 - b. Rebates are subject to change without notice
 - c. Limit one (1) Duct Leak Repair rebate per HVAC system
- **SMART THERMOSTAT (Value: Maximum value 50% of cost up to \$100 customer)**
 - 1. **Purpose:** The intent of this program is to encourage the use of new Smart Thermostat technology. A homes A/C system is typically the number 1 energy consuming appliance, using between 40-60 percent of the monthly energy consumption and in some cases more. By installing a Wi-Fi enabled smart thermostat, customers would gain more control of the home's temperature settings which can greatly reduce the home's heating and cooling costs. Not only is this a savings

for our customers, but it also helps reduce our carbon foot print.

2. **Smart Thermostat Basics:** Standard thermostats/programmable thermostats require the homeowner to be in front of the thermostat in order to make any changes. Smart/Wifi enabled thermostats gives the homeowner remote access from anywhere in the world as long as internet connection is available.

3. **Definition:** This program is to encourage better control of a home's thermostat setting. The Department of Energy recommends, while at home, no lower than 78 degrees for cooling and no higher than 68 degrees for heating. Most smart WiFi enabled thermostats come with an away assist setting which will help save energy by raising the temperature when no one is in the home.

4. **Eligibility/Requirements:**

- a. Must be a KUA electric customer
- b. Must be a Wifi enabled smart/learning thermostat
- c. Must submit a receipt or invoice for verification of purchase to apply for rebate

5. **Restrictions:**

- a. All rebates are subject to approval and contingent upon fund availability
- b. Rebate is subject to change without notice
- c. KUA is not responsible for manufacturer defects
- d. One rebate per existing thermostat location

• **HEAT PUMP CENTRAL AIR-CONDITIONER REPLACEMENT (Value: Maximum value \$250 per unit)**

1. **Purpose:** The intent of this rebate is to encourage cost effective power demand and energy reductions through replacement of less efficient existing central air conditioner units.

2. **Definition:** A rebate to encourage the purchase of an Energy Star® Certified high efficiency 16 SEER / 12.5 EER /

8.5 HSPF or higher heat pump A/C system.

A list of KUA Participating Contractors is located on the KUA website (<http://kua.com>). Participating contractors have been selected and trained in the KUA rebate program and will perform the services required.

3. Eligibility/Requirements:

- a. Must be a KUA electric customer whose measured demand is less than 50kW per month
- b. Valid on a full replacement of an existing unit to a 16 SEER or higher heat pump air conditioning system
- c. Work must be performed by a KUA Participating Contractor or any (DBPR) Florida State licensed air-conditioning (HVAC) contractor.
- d. Customer must submit a copy of local permit, receipt/invoice documenting new system model efficiency and AHRI certification documentation within 60 days of Install/ upgrade
- e. All new A/C system installs must be Energy Star® Certified
- f. On-site pre and post inspections for quality assurance and/or testing for performance improvement may be required.
- g. Rebate is issued in the form of a credit on the KUA electrical bill when all rebate requirements have been met
- h. A gas furnace may be substituted for the heat pump requirement.

4. Restrictions:

- a. Existing location only (does not apply to new builds)
- b. Air Conditioning systems under 16 SEER efficiency are not eligible

- **Electric Vehicle Purchase Rebate (\$100)**

- 1. Purpose and Definition:** The intent of this rebate is to keep track of Electric Vehicles purchased in our territory. As to keep control of added demand to our grid as well as give our customers an incentive for going electric with their vehicle purchase.

2. Eligibility/Requirements:

- a. Must be a current KUA customer.
- b. All plug in chargeable electric vehicles qualify. New and used vehicles will qualify for the rebate.
- c. No limitation on quantity of vehicles purchased and registered at the home. One rebate for every EV purchased at location.
- d. Must show proof of purchase.
- e. All rebates requests are subject to on-site inspection/verification.
- f. Rebate is issued in the form of a credit on the KUA electric bill when all rebate requirements have been met.

3. Restrictions:

- a. Rebates are subject to change without notice.
- b. All rebates are subject to approval and contingent on fund availability.
- c. One rebate per purchased Electric Vehicle.

• Electric Vehicle Home Charger Installation Rebate (\$100)

1. **Purpose and Definition:** The intent of this rebate is to encourage home charging, use of licensed electrical contractors and offset cost of purchase and install of at home Level 2 charging systems. As well as keeping track of increase demand in our territory.

2. Eligibility/Requirements:

- a. Must be a current KUA Customer.
- b. Must be a level 2 home charger to qualify.
- c. Must be an Electric Vehicle registered to locations address to qualify for rebate.
- d. All charging stations must be installed by a current licensed electrical contractor to qualify. Must show proof of install by licensed electrician.
- e. No existing charging stations qualify. Must be a new install.
- f. Must show proof of purchase of charging station to qualify.

3. Restrictions:

- a. Rebates are subject to change without notice.
- b. All rebates are subject to change and contingent on fund availability.
- c. One rebate per location.

- **COMMERCIAL LIGHTING UPGRADE/RETROFIT PROGRAM (Value: Maximum value is \$5,000; \$150 per kW)**

1. **Purpose and Definition:** In an effort to reduce electrical consumption, the Kissimmee Utility Authority (KUA) has developed a commercial lighting upgrade rebate program. When certain existing lighting fixtures and/or bulbs are replaced with more efficient ones, the customer may be eligible for a rebate to offset the cost of the upgrade project. The overall wattage reduction by the upgrade project may result in considerable savings on the customer's monthly electric bill.
2. **Eligibility/Requirements:**
 - a. Retrofits must be done to a commercial business served by KUA
 - b. Program is for existing facilities only
 - c. An overall wattage reduction of at least 50% must be achieved
 - d. Kilowatt reduction must be at least one (1) kW
 - e. Measures must be one of those found on the Verification Form (please request form from KUA Energy Conservation)
 - f. An energy audit must be scheduled prior to completing application for rebate
 - g. The application must be accompanied by an analysis sheet, new lighting spec sheets, contractor labor invoices and any other supporting document. Submit all documents to the attention of Energy Conservation, KUA
 - h. An inspection by a KUA Senior Energy Conservation Specialist is required upon completion of approved project
 - i. Post project inspection sign off is required
3. **Steps to Determine Proposed Program Eligibility:**
 - a. Customer contacts KUA Energy Conservation Division
 - b. The Energy Conservation Division will schedule an

- appointment to meet with the customer to perform an energy audit of the customer facility
- c. KUA Energy Conservation Specialist will provide guidance in completing the Lighting Upgrade/Retrofit Application and Lighting Analysis Data Sheet
 - d. KUA Energy Conservation Specialist will calculate the potential kWh savings of customer proposed lighting upgrade or retrofit project
 - e. KUA Energy Conservation Specialist will meet with the customer to discuss potential savings of proposed customer project
 - f. KUA Energy Conservation Specialist make recommendations to management regarding whether or not the project meets all requirements for approval
 - g. Customer is notified of approval or disapproval of project
 - h. Upon completion of project, the upgrade/retrofit project will be inspected by the KUA Energy Auditor
 - i. Rebate credit will be applied to customer account providing the upgrade/retrofit has met the specifications established in the Commercial Lighting Upgrade/Retrofit Rebate Program and passed post inspection

4. Other Information:

- a. LED exit signs, exterior signs, parking lights, interior/exterior lighting are acceptable purchases within this program providing the savings is 50% or more
- b. Rebate applies to locations within the KUA electric service territory only
- c. Non-electrified (such as tritium) and remote exit signs are not eligible for this rebate
- d. All lighting retrofits/upgrades must be purchased and installed no greater than 90 days prior to

- submitting request for rebate, unless prequalified during on-site energy audit
- e. Rebate forms must be accompanied by a receipt for both the equipment and installation of lighting
- f. Rebate will be issued in the form of a credit on customer KUA electric account

5. Restrictions:

- a. Maximum rebate of \$5000 for each existing metered commercial business location only
 - b. Lighting application, M&V analysis sheet, and an On-Site energy audit is required prior to retrofit.
 - c. All rebates are subject to approval and contingent upon fund availability
 - d. Rebates are subject to change without notice
- **HYBRID-ELECTRIC WATER HEATER REPLACEMENT (Value: Maximum value 25% of cost up to \$325 per location)**
 - 1. **Purpose:** The intent of this rebate is to encourage cost effective power demand and energy reductions through replacement of less efficient existing water heater.
 - 2. **Definition:** A rebate to encourage the purchase of an Energy Star® Certified high efficiency hybrid heat pump water heater replacement with an EF 2.30 or higher. A list of KUA Participating Contractors is located on the KUA website (<http://kua.com/resources>). Participating contractors have been selected and trained in the KUA rebate program and will perform the services required.
 - 3. **Eligibility/Requirements:**
 - a. Must be a KUA electric customer whose measured demand is less than 50kW per month
 - b. Valid on replacement to hybrid-electric water heater of EF 2.30 or higher from existing water heater system
 - c. Work must be performed by a KUA Participating

- Contractor or any (DBPR) Florida State licensed air-conditioning (HVAC) contractor
- d. Customer must submit a copy of local permit, receipt/invoice documenting new system make, model number and efficiency within 60 days of install/upgrade
 - e. Must be Energy Star® Certified to be considered for this rebate
 - f. KUA reserves the right to inspect the hybrid-electric water heater at any time to ensure that it is consistent with rebate requirements. Onsite pre and post inspections for quality assurance and/or testing for performance improvement may be required
 - g. Rebate is issued in the form of a credit on the KUA electrical bill when all rebate requirements have been met
 - h. Rebate may be issued in conjunction with other KUA rebates

4. Restrictions:

- a. Existing location only
- b. Water heating systems under EF 2.30 efficiency are not eligible
- c. All rebates are subject to approval and contingent upon fund availability
- d. Rebates are subject to change without notice

C. Energy Conservation Online Resources

- <https://kua.com/energy-conservation-and-renewables/energy-conservation-resources/> -- to review the energy conservation Web page which includes energy audits, tips, access to material from the Department of Energy, rebates, and participating contractor list (please scroll down to review all).
 - Visit <http://kua.com> or contact Energy Conservation Customer Service at 407-933- 9800 for additional information or kuagreenteam@kua.com .
 - Address for mailing rebates with receipts to Kissimmee Utility Authority, Attn: Energy Conservation, 1701 W. Carroll Street Kissimmee, Florida 34741 or Kissimmee Utility Authority, Attn:

Support Services

A. Access to Customer Premises

- The duly authorized agents of the Utility shall have access at all reasonable hours to the premises of the customer for the purpose of inspecting customer's installation, for installing, maintaining, inspecting or removing the Utility's property, for reading meters and for other purposes incident to the rendition or termination of service to the customer; and, in acting hereunder, neither the Utility nor its authorized agents shall be liable for trespass.
- Door Hangers are left at the location of the account when additional information needs to be communicated to the customer. These are courtesy door hangers and have been proven useful through years of using them.

B. AMI Meter Reading

- Whenever a metered utility service is initiated or terminated, a meter reading is to be obtained.
- Electric meters will be read at regular monthly intervals for the purpose of calculating the utility bill. The Utility reserves the right to establish the reading cycles and dates upon which monthly readings will be taken. Monthly meter reading dates will not be advanced or postponed for more than five days without good cause.
- Billing reads for accounts with an AMI meters are uploaded into KUA's billing system. Informational reads, to include daily and 15 minute interval reads, are obtained nightly and available through MyMeter. If a valid read is unavailable for the day of billing, the utility will use the last good read for no more than 3 days prior to billing date.
- When, for good cause, a meter reading cannot be obtained, the meter reading will be estimated and so shown on the face of the billing.
 1. Estimated meter readings are to be developed using the average monthly consumption, for the service provided, as calculated and indicated in billings during the preceding 12 months of active service.
 2. If a 12 month history is not available, then the estimated consumption is to be equal to the highest consumption billed during the preceding 90 days. Seasonal factors will be taken into consideration when possible.

3. No more than two consecutive estimated electric readings are to be processed for an electric metered service. An actual reading must be obtained by the Utility every third month.
- Errors discovered in meter readings will be given prompt attention.
 1. If the error in meter reading resulted in an over-read of the meter, an adjustment will be processed to bill the customer on the actual reading. If the actual reading cannot be determined, consumption will be estimated based on the average monthly usage for the preceding three months or the same month last year. Seasonal fluctuations will be taken into consideration when possible.
 2. If the error in meter reading resulted in an under read of the meter, the customer can choose to wait until the next bill and the additional consumption will appear; or an adjustment will be processed updating the bill with the current reading and consumption. If the actual reading cannot be determined, consumption will be estimated based on the average monthly usage for the preceding three months or the same month last year. Seasonal fluctuations will be taken into consideration.

Each utility meter will be read every month.

- When an obstruction exists on meters read manually in the field, which prevents an accurate meter reading, including attachments to KUA's meter, it will be the customer's responsibility to remove the obstruction. A notification requesting removal of the obstruction will be provided to the customer indicating that the obstruction must be removed within the next twenty days or the service will be discontinued.
- Upon receipt of a request from a utility customer, the Utility will reread the Utility meter(s) in use at the customer's premise. Should the customer have an upgraded AMI meter, interval reads are available within Command Center and/or the customer can obtain this information via MyMeter. Records of manual rereads will be retained according to retention requirements.
- Meter readings are to be reviewed by billing personnel and checked for reasonability. In cases where the reasonability review indicates that a possible error exists, a reread will be requested.

C. Meter Testing

- Upon request of a customer, the Utility shall, without charge, make a test

of the accuracy of the meter in use on the premises, provided that the meter has not been tested by the Utility within 12 months previous to such request.

1. Should any customer request a meter test more frequently than provided in this policy, the Utility may require a charge to defray the costs of testing. If the meter is found to be running in excess of the allowable standard (ANSI C12.1 standards of 98% through 102%), the charge will not be made. If the meter tests within the allowable standard, the charge may be assessed as a service charge for conducting the test.
2. If the customer so desires they, or an authorized representative, shall have the privilege of witnessing the test. A written report giving the results of the test shall be furnished to the customer identified on the request.
3. Records of meter test results shall be retained according to retention requirements.
4. Whenever a meter is tested and found to exceed the accuracy standard for the meter, the average error shall be determined and an adjustment shall be made to the customer's account.
5. Whenever a meter tested is found to have an error in excess of its accuracy standard, the Utility shall refund the customer any amounts billed in error for one-half the period since the last test. This one-half period is not to exceed 6 months unless it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such date.
6. Whenever a meter tested is found to have an error in excess of its accuracy standard, the utility shall bill the customer an amount equal to the unbilled error for one-half the period since the last test. This one-half period is not to exceed 6 months unless it can be shown that the error was due to some cause, the date of which can be fixed, the charge shall be computed back to, but not beyond, such date.
7. In the event that a non-registering meter is found, the Utility shall bill the customer for the consumption used based on an estimate determined by the average previous billing consumption for the same customer. Other sources of available data can be used provided the Utility allows the customer to pay for the unbilled service over the same time period during which the under billing occurred.
8. In the event of an overbilling, the customer may elect to receive the refund as a credit to future billings or as a one-time payment.
9. Meter Testing Fee is \$50.00 (fee waived if problem found or meter has not been tested in 12 months)

10. All new meters are tested at KUA prior to installation in the field. All retired meters are tested prior to disposal to validate accuracy.

D. Tampering

- Reported cases of meter tampering or theft of utility service will be promptly turned over to the Meter Shop/ for investigation.
- Definitions:
 1. Tampering: Unauthorized use of a meter, where a specific read allows consumption to be calculated, removal of disconnect sleeves (boots), and turning on service without authorization. Tampering involves unauthorized but quantifiable power use.

Tampering will be dealt with by back billing customers' accounts with appropriate charges and usage.
 2. Diversion: The use of power through inverting a meter, the altering of meter registration by using jumpers across meter jaws, diverting service cables entering premises or other means that allow unauthorized power consumption that is not readily quantifiable.
- City police or County Sheriff's Deputies may be called in as needed. F.S. 812.14 defines utility theft and the legal penalties entailed therein.
- All diversion cases may be turned over to the State Attorney's Office regardless of dollar amount or payment for diverted power.
- Once tampering or diversion has been verified and documented, the customer will be billed all associated fees along with the unbilled consumption. The charges must be paid in one of the following methods:
 1. Cash
 2. Cashier's Check
 3. Bank Certified Check
 4. Travelers Checks (in person so identification can be verified)
 5. Money Order (in person so identification can be verified)
 6. Debit and Credit Cards (in person so identification can be verified)
- The customer will also be billed for time and expenses accrued by the utility for the cost of the investigation and processing of calculations.
- The charges will be based on salary plus 25% of employees involved in any part of the investigation.

- If a customer cannot be identified, no charges will be accrued and the owner of the property will be notified. However, the charges and other information are placed in location information on the computer system for future reference.
- If a customer is identified and is no longer active, the debt shall be billed to the responsible party(s) and a letter notifying them will be sent. Any unpaid tampering charges shall be turned over to our collection agency for recovery.
- Tampering Fee - \$150.00 Board of Directors approved. Effective date 10/1/2008 (in addition to the disconnect charge, electrical consumption, along with time and materials for the following: investigation, repair of damaged equipment, and legal counsel if required):

Item	Fee
Tampering & Meter Disconnect	\$185.00
Tampering & Pole/transformer disconnection	\$250.00
Tampering Average hourly salary & benefits for investigation	\$39.00
Tampering – Legacy Residential Meter (2S)	\$50.00
Tampering– Legacy Commercial Meter	\$160.00
AMI E351 Focus AXRe-Form 1s, 120 volt, 2 wire, class 100, TA=30, AMI Service Disconnect 1S	\$216.84
E351 Focus AXRe-Form 2s, 240 volt, 3 wire, class 200, TA=30, AMI Service Disconnect 2S	\$204.77
AMI E351 Focus AXRe-Form 12s, 120 volt, 3 wire, class 200, TA=30, AMI Service Disconnect 12S	\$262.84
AMI E351 Focus AXRe-Form 2se, 240 volt, 3 wire, class 320, TA=30, AMI Service Disconnect 2SE	\$291.59
AMI E650 S4x RXR-Form 2se, 120-480 volt, 3 wire, class 320, TA=30, AMI Read only 2SE	\$485.42
AMI E650 S4x RXR-Form 16s, 120-480 volt, 4 wire, class 200, TA=30, AMI Read only 16S	\$460.69
AMI E650 S4x RXR-Form, 16se, 120-480 volt, 4 wire, class 320, TA=50 AMI Read only 16SE	\$516.35
AMI E650 S4x RXR-Form, 3s, 120-480 volt, 2 wire, class, 20, TA=2.5, AMI Read only 3S	\$460.69
AMI E650 S4x RXR-Form, 45s, 120-480 volt, 3 wire, class 20, TA=2.5, AMI Read only 5S	\$460.69
AMI E650 S4x RXR-Form 9s, 120-480 volt, 4 wire, class 20, TA=2.5, AMI Read only 9S	\$460.69
AMI E331 Focus AXRe-Form 2k, 240 volt, 3 wire, class 480, TA=50, AMI Read only 2K	\$451.67
AMI E650 S4x RXR-Form 12K, 120-480 volt, 3 wire, class 480, TA=50, AMI Read only 12K	\$643.54
AMI E650 S4x RXR-Form 15K/16K 120-480 volt, 4 wire, class 480, TA=50, AMI Read only 15K/16K	\$643.54
Tampering – Locking Device (Side Lock/ Lock Ring)	\$15.00
Tampering - Vehicle Usage	\$15.00
Tampering –Transformer lock	\$4.00
Tampering – Pie Plate	\$2.00
Tampering – Meter Seal	\$.25
Tampering – Damaged equipment (charges based upon actual repair cost)	Varies

E. Customer Equipment in Need of Repairs

- If KUA identifies any damage to the meter can or the CT cabinet we will notify them of the required repairs.
- If the customer is not present KUA will leave a door hanger informing the customer of the repairs needed. The Customer will need to contact KUA at (407) 933-9800 if disconnection of their service(s) is required.
- In the event of the discovery of a hazardous situation, field personnel will remain on site until the service is de-energized.
- A letter will be mailed, or can be emailed, to the Customer describing the needed repairs.

F. Net Metering

- Requirements
 1. KUA retail customer
 2. Renewable generating facility not to exceed capacity of generating 2 megawatts
 3. Generating facility must be on customer's premises with primary intention to offset customer electrical requirements
- Available on a first offered, first accepted Renewable Generation – one or more of the following:
 1. Hydrogen
 2. Biomass
 3. Solar energy
 4. Geothermal energy
 5. Wind energy
 6. Ocean energy
 7. Waste heat
 8. Hydroelectric power
- Tiers
 1. TIER 1 –
 - a. 10 KW or Less
 - b. No application fee
 - c. KUA strongly encourages insurance of \$100,000
 2. TIER 2 –
 - a. Greater than 10 KW and Less Than or Equal to 100 KW
 - b. \$320 application fee

- c. Proof of insurance in the amount of \$1,000,000
- 3. TIER 3 -
 - a. Greater than 100 KW and Less Than or Equal to 2 MW
 - b. \$470 application fee
 - c. Interconnection Study fee – Customer will be responsible for the actual costs of the required study. KUA will directly engage an engineering consultant to perform this study on behalf of KUA. (Please reference Tier 3 Application for complete details and requirements.)
 - d. Proof of insurance in the amount of \$2,000,000
- Net Metering Monthly Rate (Demand Credit)
 - 1. Customer charged otherwise applicable rate schedule for consumption
 - a. Includes monthly minimum charges
 - b. Includes customer charges
 - c. Includes meter charges
 - d. Includes facility charges
 - e. Includes demand charges
 - f. Includes surcharges
 - 2. Customer billed for the total amount of electricity delivered to customer from KUA
- Metering
 - 1. Energy metered separately
 - a. From KUA to the customer
 - b. Excess (above and beyond what customer used) generated by customer and delivered to KUA electrical system.
 - 2. KUA Responsible for installing metering.
 - 3. Metering will be one meter with two readings.
 - 4. Meter readings continue to be taken monthly.
- Billing
 - 1. Customer still billed for total amount of electricity delivered to customer by KUA.
 - 2. Each billing cycle, Customer credited for total amount of excess delivered to KUA electrical system (grid).
 - 3. Credits for excess will be in accordance with Tri-Party Net Metering Power Purchase Agreement.

4. If credits exceed current bill they will be applied to the next bill (close out every Dec. 31st)
 5. Regardless of excess energy credit amount customer will be required to pay the greater of the following:
 - Minimum charge as stated in applicable rate schedule.
 - Applicable customer charge plus the applicable demand charge for the maximum measured demand in accordance with applicable rate schedule.
- Required Forms (New Installation) Note: new applicants will need the KUA application, one of the Tiers of interconnection agreements, and the Tri party agreement.
 1. Found on KUA internet <https://kua.com/energy-conservation-and-renewables/net-metering/>
 - a. KUA Application form
 - b. KUA Tri-Party Agreement
 - c. KUA Tier 1 Standard Interconnection Agreement
 - d. KUA Tier 2 Standard Interconnection Agreement
 - e. KUA Tier 3 Standard Interconnection Agreement
 - f. Net metering Tariff Sheet
 2. Additional documentation required prior to the completion of the interconnection agreement
 - a. Final copy of approved Permit from county or City
 - b. Equipment documentation proving it meets industry standards
 - Required Forms (Existing Installation – New Owner)

<https://kua.com/wp-content/uploads/2020/11/Net-Metering-New-Owner-Form.pdf>
 - Customer Process
 1. Complete an Existing Net Metering RGS New Owner Form along with a notarized signature and return to KUA.

G. Community Solar

Available anywhere within the service area of the Kissimmee Utility Authority. This rider will be closed to further subscription when solar resources have been subscribed or retired. In the event any previously subscribed energy becomes available due to the forfeiture by a prior subscriber, any such energy will be offered first to any customers remaining on the wait list, followed by an offering to the remainder of eligible customers.

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

CHARACTER OF SERVICE - Customers have the option of subscribing at 4 levels of monthly energy participation: 25%, 50%, 75%, and 100%.

LIMITATIONS - Subject to all the rules and regulations of this tariff and the general policies and procedures of the Utility.

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

$[\text{Solar Energy Surcharge}] \times [\text{Consumption}] \times [\% \text{ Subscription}]$

The Solar Energy Surcharge shall equal the difference between the monthly energy rate billed to Kissimmee Utility Authority by the Florida Municipal Power Agency All-Requirements Project and the actual monthly cost of the solar energy. Note: the surcharge could calculate to be negative.

SPECIAL PROVISIONS


1. Customers who have required payment arrangements are not eligible.
 2. Participants must remain enrolled for at least one billing period and may cancel thereafter with 30 days notice.
- Customers will not be eligible to participate again for a period of one year and then only if available.

Customers who are interested should complete the online form available at:

<https://kua.com/solar/solar-program-application/>

Billing

A. Billing Sample



Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID: [REDACTED]
Customer Name: [REDACTED]
Service Address: [REDACTED]
Bill Date: 02/10/20
Next Scheduled Read Date: 03/03/20

BILL SUMMARY

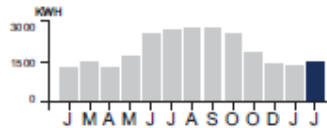
Previous Balance	—	Payments	+	Adjustments	+	Current Charges	=	Balance Due
\$199.12		\$206.93		\$7.81		\$209.15		\$209.15

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$149.37
Electric	\$197.11
Fuel Adjustment	-\$57.91
Customer Charge	\$10.17
QTY OF KISSIMMEE CHARGES	\$27.89
Garbage Service	\$19.11
Storm Water Charge	\$8.78
QTY/COUNTY TAXES & TRANSFER FEE	\$31.89
TOTAL CURRENT CHARGES	\$209.15
ADJUSTMENTS	\$7.81
Late Payment Charge	\$7.81

USAGE DETAILS

Electric - Residential
Daily Avg. - 50.06 kWh/Day
Use One Year Ago - 45.06 kWh/Day
Daily Avg. Cost - \$5.15



METER DATA

Meter #:	03492892
Current:	67,438 on 01/31/20
Previous:	65,986 on 01/02/20
Total Usage:	1,452 kWh
Days Of Service:	29

12001 34510410505767 0000000 1 1400000000000

MESSAGE from KUA



The 2020 Census is right around the corner!
Make Osceola Count! To learn more, please visit
www.makeosceolacount.com.

Detach this portion and return with your payment.



PO Box 423219
Kissimmee, FL 34742-3219

Customer Account	Past Due Pay Now	Due Date	Amount Due
[REDACTED]	\$0.00	02/28/20	\$209.15

00 000000 00 1400 00 00

[REDACTED]

KISSIMMEE FL 34746-3886

[REDACTED]

Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

KUA PROVIDES \$42 MILLION IN ANNUAL ECONOMIC VALUE TO OUR COMMUNITY*



local
LOCALLY OWNED AND
OPERATED



**FASTER OUTAGE
RESTORATION TIMES
THAN STATE AVERAGE**



**LOWER ELECTRIC
RATES THAN STATE
AVERAGE**



**LOWER TAXES DUE TO
UTILITY CONTRIBUTIONS TO
THE CITY'S GENERAL FUND**



**EMPLOYS 300
EMPLOYEES WHO LIVE
AND SPEND LOCALLY**



**STRONG COMMUNITY
INVOLVEMENT AND
EMPLOYEE VOLUNTEERISM**

Kissimmee benefits from affordable energy, better service and a utility that cares about the overall well-being and growth of our community.

*as determined by a recent independent analysis by the Florida Municipal Power Agency.



WAYS TO PAY	ONLINE	BANK DRAFT	PAY BY PHONE	PAY BY MAIL	AMSCOT	OFFICE PAYMENTS	PAYMENT DEPOSIT BOX
PAYMENT TYPE ACCEPTED	Checking Account, Credit or Debit Card	Automatic withdrawal	Checking Account, Credit or Debit Card	Check or Money Order	Cash	Check, Cash, Credit Card or Money Order	Check or Money Order
COST	FREE to eCheck; Residential \$3.50 Commercial \$4.95 Convenience Fee* using Credit/Debit	FREE to eCheck; Residential \$3.50 Commercial \$4.95 Convenience Fee* using Credit/Debit	FREE to eCheck; Residential \$3.50 Commercial \$4.95 Convenience Fee* using Credit/Debit	FREE	FREE	FREE to eCheck; Residential \$3.50 Commercial \$4.95 Convenience Fee* using Credit/Debit	FREE
SOURCE (HOW TO)	Register using www.kua.com	Register using www.kua.com	407-933-9800	Payments with bill stubs: KUA PO BOX 600001 Orlando, FL 32865	Amscot locations are open seven days a week, including weekends and holidays. Some are open 24 hours a day. Call Amscot at 800-801-4444 for locations.	KUA's Carroll St. facility is open for walk-in payments at 1701 W. Carroll St. in Kissimmee from 7:00 a.m. to 6:00 p.m. weekdays excluding holidays.	Available 24-hours at 1701 W. Carroll St. in Kissimmee. (DO NOT DEPOSIT CASH)

*Convenience Fees: All Convenience Fees are collected by third-party vendors. KUA receives no portion of these convenience fees. Maximum payment amount is \$1000. Multiple payments can be made if charge exceeds maximum payment amount. Please visit www.kua.com for more information.

WAYS TO CONTACT US	RESIDENTIAL CUSTOMER SERVICE	REPORTING AN ELECTRIC PROBLEM OR UTILITY THEFT	REPORTING A STREETLIGHT PROBLEM	CORRESPONDENCE
PHONE	407-933-9800 or 877-562-7700	407-933-9800 or 877-562-7700	407-933-9800 or 877-562-7700	FAX 407-553-1936
AVAILABILITY	Monday to Friday 7 a.m. to 6 p.m.	24/7	24/7	PO BOX 623219 Kissimmee, FL 34742-3219
ONLINE	customerservice@kua.com	www.kua.com	www.kua.com	www.kua.com

B. Electric Rate Descriptions

- Residential Service
 1. Availability - Available exclusively to residential customers for residential use within the service area of the Kissimmee Utility Authority.
 2. Applicability- Applicable for service in private residences and individually
 3. Residential Household Affidavit – The owner of a property that is classified as General Service can submit this form to KUA advising that the home is no longer being used for Commercial purposes (i.e. short-term rental) and electric service to this account will be used exclusively to serve a residential household. When the form is received by KUA, the bill codes on the account will be changed to Residential.
- General Service
 1. Availability - Available for all purposes to any customer located within the service area of the Kissimmee Utility Authority.
 2. Applicability - To any customer not classified as Residential for lighting and power whose energy consumption does NOT exceed 5,000 kWh per month for two (2) consecutive months and whose measured demand is less than 50 kW in the same period. Also available to sports or athletic fields operated by organizations which are non-commercial in nature whose energy consumption has exceeded 5,000 kWh per month.
 3. Terms & Conditions - When a customer's consumption approaches 5,000 kWh, a demand meter will be installed. When the customer's consumption exceeds 5,000 kWh and demand exceeds 50 kW for 2 consecutive months, the customer will be transferred to the General Service Demand rate. However, if consumption exceeds 5,000 kWh but demand is less than 50 kW, the customer has the option to select either the General Service or the General Service Demand rate.
- General Service Demand
 1. Availability - Available for all purposes to any customer located within the service area of the Kissimmee Utility Authority.
 2. Applicability - To any customer not classified as Residential for lighting and power whose energy consumption has exceeded

5,000 kWh per month and demand is 50 kW or more, but less than 500 kW for 2 consecutive months. Optionally available on request if consumption exceeds 5,000 kWh and demand is less than 50 kW.

3. Terms & Conditions - When a customer's consumption exceeds 5,000 kWh and demand exceeds 50 kW per month for 2 consecutive months, the customer will be billed on this GENERAL SERVICE DEMAND Rate (GSD). Customers placed on this rate by the utility must remain on this rate until there are less than 2 readings of 5,000 kWh or greater, with demand readings of 50 kW or greater, in a 12 month period. Customers requesting service on this rate schedule must remain on this rate schedule for a minimum of 12 consecutive months.

- General Service Time of Day (GSDT)

1. Availability - Available for all purposes to any customer located within the service area of the Kissimmee Utility Authority.
2. Applicability – To any customer not classified as Residential for lighting and power who energy consumption has exceeded 5,000 kWh per month for 2 consecutive months.
3. Periods
 - a. *Summer April through October inclusive*
 - On Peak Weekdays 11:00 a.m. to 8:00 p.m.
 - Off Peak Weekdays 8:00 p.m. to 11:00 a.m. and
 - ALL day Saturday and Sunday
 - b. *Winter November through March inclusive*
 - On Peak Weekdays 6:00 a.m. to 11:00 a.m.
 - Off Peak Weekdays 11:00 a.m. to 6:00 a.m. and
 - ALL day Saturday and Sunday.
4. Billing Demand - The greater of the following during the monthly billing period: (a) maximum 15 minute demand occurring during ON PEAK periods, or (b) 50% of the maximum 15 minute demand occurring during OFF PEAK periods.

- General Service Large Demand (GSLD)

1. Availability - Available for all purposes to any customer located within the service area of the Kissimmee Utility Authority.

2. Applicability – To any customer for light and power purposes, other than Residential, where the measured monthly demand is 500 kW or more for 2 or more months out of the 12 consecutive months ending with the current billing period. Also, optionally available to any other customer who agrees to pay for service under this rate schedule for a minimum initial term of 12 consecutive months.
 3. Billing Demand - The maximum 15 minute demand occurring in the monthly billing period adjusted for the power factor, but not less than 75 percent of the highest such billing demand established during the preceding 11 month period, and in no event less than 300 kW.
- Outdoor Lighting
 1. Availability – Available throughout the area served by the Kissimmee Utility Authority
 - Electric Vehicle Service Equipment
 1. Availability – Available for Commercial Customers throughout the area served by the Kissimmee Utility Authority

C. Customer Charge Components

- Meter Expenses – Cost of labor & materials used and expenses incurred in the operation and maintenance of customer meters and associated equipment
- Maintenance of Overhead Lines – Cost of labor, materials used and expenses incurred in the maintenance of overhead distribution line facilities.
- Maintenance of Underground Lines – Cost of labor, materials used and expenses incurred in the maintenance of underground distribution line facilities.
- Administrative and Overhead – Portion of Administrative and General salaries not directly chargeable to a particular operating function. Also includes Office Supplies & expenses, Outside Services employed, Property Insurance, Injuries and Damages, and Employee Pensions & Benefits.
- Meter Reading Expenses – Cost of labor, materials used and expenses incurred in reading customer meters and determining consumption when performed by employees engaged in reading meters.
- Customer Records & Collection expenses – Cost of labor, materials used

and expenses incurred in work on customer applications, contracts, orders, credit investigations, billing and accounting, collections and complaints.

- **Uncollectible Accounts** – Amount Charged to this account should be sufficient to provide for losses from uncollectible utility revenues.
- **Customer Assistance Expenses** – Cost of labor, materials used and expenses incurred in providing instruction or assistance to customers, the object of which is to encourage safe, efficient and economical use of the utility's service.

D. Taxes (Updated 7/22/2020)

Tax Matrix						
Electric & Outdoor Lights	Gross Receipts Tax	City Utility Tax	County Utility Tax	State Tax	Local Option Tax	Governmental Transfer (COK)
Residential						
Inside City	2.564%	8.0%	-	-	-	\$0.01106/kWh
Outside City	2.564%	-	8.0%	-	-	\$0.01106/kWh
Commercial						
Inside City	2.564%	8.0%	-	6.95%	1.5%	\$0.01106/kWh
Outside City	2.564%	-	8.0%	6.95%	1.5%	\$0.01106/kWh

Sources:

Gross Receipts Tax: (Statute 203.012b) - The state imposes a 2.5% gross receipt tax on electricity. Adjusted to 2.564% per 9/9/92 legal memo.

City Utility Tax: (Statute 166.231; COK Ordinance No. 97-24-2196) – The city imposes an 8.0% utility tax on electric and water services for customers within the city of Kissimmee.

County Utility Tax: (Statute 166.231; County Tax Ordinance at <http://search.municode.com/html/11534/index.html> ; County Interlocal Agreement) – The county imposes an 8.0% utility tax on electric services for customers outside the city of Kissimmee, retains 75% and sends COK 25% per Interlocal Agreement.

State Tax: (Fla. HB 5601, amending Statute 212.05) – The state imposes a combined 6.95% state tax consisting of 4.35% sales tax and 2.60% additional gross receipts tax on electric services for commercial customers.

Local Option Tax: (TIP 16A01-19, amending Statute 212.055) – Effective January 2017, Osceola County added a 0.5% School Capital Outlay Surtax. The state imposes a 1.0% local options tax on electric services for commercial customers.

Governmental Transfer: (Resolution 17-2015) - Effective September 2015, the 2013 Interlocal Agreement with the City of Kissimmee has been rescinded and the City of Kissimmee transfer will be calculated as 11.06 mills per kWh retail sales.

E. Tax Exemptions

- A commercial customer may submit tax exemption documentation in order to be exempted from paying sales tax. There are two types of Certificate of Exemption forms that may be received as outlined below. The customer can also submit a Residential Use Affidavit that is also outlined below.

1. Department of Revenue Consumer's Certificate of

Exemption. The DOR certificate determines that the organization's practices are exempt from sales tax. This form is valid for 5 years. The consumer must renew their application with the Department of Revenue to keep their exemption status.

0000012 10/01/13



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

Certificate Number	Effective Date	Expiration Date	Exemption Category
[REDACTED]	05/20/2010	05/31/2015	501(C)(3) ORGANIZATION

This certifies that



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

2. Blanket Exemption Form. The blanket exemption determines that the use of the utilities at the location are exempt from sales tax. This form does not expire. When received, a Blanket exemption form exempts the customer from sales tax and local option tax.



**Suggested Format for Blanket Exemption
Certificate Based on Property's Use**

DR-97
R. 07/05

The Department of Revenue **does not supply** a blanket certificate of exemption form. We do provide this suggested format that you may use in accordance with Rule 12A-1.038, Florida Administrative Code (F.A.C.). Generic certificates are available at your local office supply store for a nominal fee. If you prefer, your printer can prepare a certificate to suit your particular needs as long as it contains the essential information set out below.

**Suggested Format Blanket Exemption Certificate
In Accordance with Rule 12A-1.038, F.A.C.**

This is to certify that the tangible personal property purchased, leased, licensed, or rented; or services purchased on or after _____ (date) from _____ (selling dealer's business name) is purchased, leased, licensed, or rented for the following purpose as checked in the space provided below. **Note:** This is not intended to be an exhaustive list.

- | | |
|---|--|
| <input type="checkbox"/> Materials, containers, labels, sacks, bags, or similar items intended to accompany a product for sale at other than retail, as provided in section 212.02(14)(c), Florida Statutes (F.S.), by persons who are not required to be registered under s. 212.18(3), F.S. | <input type="checkbox"/> Educational materials, such as glue, paper, paints, crayons, unique craft items, scissors, books, and educational toys, purchased by child care facilities outlined in s. 402.305, F.S., that hold a current license under s. 402.308, F.S., hold a current Gold Seal Quality Care designation as provided in s. 402.281, F.S., and provide employees with basic health insurance as defined in s. 627.6699(12), F.S., as provided in s. 212.08(5)(m), F.S. |
| <input type="checkbox"/> Incorporation into items of tangible personal property manufactured, produced, compounded, processed, or fabricated for one's own use, as provided in Rule 12A-1.043, F.A.C. | <input type="checkbox"/> Motor vehicle rented or leased by a dealer who will provide the motor vehicle at no charge to a person whose motor vehicle is being repaired, adjusted, or serviced by dealer, as provided in s. 212.0601(4), F.S. |
| <input type="checkbox"/> Printing of a publication exempt under the provisions of s. 212.08(7)(w), F.S. | |
| <input type="checkbox"/> Items, such as paper and ink, that will be incorporated into and become a component part of a publication exempt under the provisions of s. 212.08(7)(w), F.S. | |
| <input type="checkbox"/> Other (include description and statutory citation): _____ | |

Note: There are other suggested formats for exemption certificates based on the use of the property or services that are provided in other sections of Rule Chapter 12A-1, F.A.C. and in Tax Information Publications (TIPs) issued by the Department.

I understand that if I use the property or service for any nonexempt purpose, I must pay tax on the purchase or lease price of the taxable property or service directly to the Department of Revenue.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax, I will be liable for payment of the sales tax plus a penalty of 200 percent of the tax and may be subject to conviction of a third degree felony.

The exemption specified by the purchaser may be verified by calling 800-352-3671.

Purchaser's name: _____

Purchaser's address: _____

Name and title of purchaser's authorized representative: _____

By: _____
(Signature of purchaser or authorized representative)

Title: _____ Date: _____
(Title - only if purchased by an authorized representative of a business entity)

3. *Residential Use Affidavit.* This affidavit is used when a short term rental owner states to KUA that the property is rented for short term use but the property is a house and is used for residential purposes only (i.e. month to month lease or short term residential leases). The rate remains commercial but the account is exempted from state taxes.

Residential Use Affidavit

This is to certify undersigned filed a certificate of exemption from sales taxes and request for refund on _____, and that as of that date, and until the undersigned notifies the Kissimmee Utility Authority (KUA) otherwise in writing, all of the electrical services provided by KUA to the following account number(s) were/are exempt from State of Florida Sales Taxes from _____, 20____ onward, for the following reasons:

- The electric service provided to these accounts was/is used exclusively to serve residential households and meter(s) did/do not serve any commercial or business activities. Commercial or business activities include the performance of any activity that is not residential in nature.
- The electric service provided to these accounts was/is used exclusively to serve common areas of residential housing complexes, and the meter(s) did/do not serve any commercial or business activities in these common areas.
- The electric service provided to this account was/is used exclusively to serve a residential model home. The meter(s) did/do not serve any commercial activity, such as a sales or business office, or any activity that is not residential in nature.



ADDRESSES OF EXEMPT LOCATIONS

UTILITY ACCOUNT NUMBERS
(List of Exempt Accounts Attached)


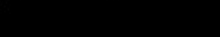
THE UNDERSIGNED UNDERSTANDS THAT IF SUCH PURCHASES OF ELECTRICITY DO NOT QUALIFY FOR THE EXEMPTION INDICATED ABOVE, THE UNDERSIGNED WILL BE SUBJECT TO SALES AND USE TAXES, INTEREST, AND PENALTIES BY THE FLORIDA DEPARTMENT OF REVENUE, AND THAT WHEN ANY PERSON SHALL FRAUDULENTLY, FOR THE PURPOSE OF EVADING TAX, ISSUE TO A VENDOR OR TO ANY AGENT OF THE STATE A CERTIFICATE OR STATEMENT IN WRITING IN WHICH SUCH PERSON CLAIMS EXEMPTION FROM SALES TAX, SUCH PERSON, IN ADDITION TO BEING LIABLE FOR PAYMENT OF THE TAX PLUS A MANDATORY PENALTY OF 200 PERCENT OF THE TAX, SHALL BE LIABLE FOR FINE AND PUNISHMENT, AS PROVIDED BY LAW, FOR A CONVICTION OF A MISDEMEANOR OF THE SECOND DEGREE, AS PROVIDED IN s. 775.082, s. 775.083, or s. 775.085, F.S.



- A Department of Revenue Certificate of Exemption includes an Exemption Category. There are many types of exemption categories that the customer can apply for. The most common types that we receive are Religious, Government and 501 (C)(3) Organization.

0000019 10/26/13

 <div style="text-align: right;">DR-14 R. 04/11</div>			
Consumer's Certificate of Exemption Issued Pursuant to Chapter 212, Florida Statutes			
 Certificate Number	05/20/2010 Effective Date	05/31/2015 Expiration Date	501(C)(3) ORGANIZATION Exemption Category

This certifies that

 <div style="text-align: right;">DR-14 R. 04/11</div>			
Consumer's Certificate of Exemption Issued Pursuant to Chapter 212, Florida Statutes			
 Certificate Number	08/31/2013 Effective Date	08/31/2018 Expiration Date	FEDERAL GOVERNMENT Exemption Category

 <div style="text-align: right;">DR-14 R. 04/11</div>			
Consumer's Certificate of Exemption Issued Pursuant to Chapter 212, Florida Statutes			
 Certificate Number	06/30/2013 Effective Date	06/30/2018 Expiration Date	RELIGIOUS-PHYSICAL PLACE Exemption Category

- A customer with an exemption category of Government or Religious is exempted from State Tax, Local Option Tax AND either City of Kissimmee Utility Tax or County Utility Tax.
- All other exemption categories and a Blanket Exemption are only exempted from State Tax and Local Option Tax.

F. Billing Timeline

- Normally, bills for service will be rendered monthly at approximately the same period each month; however, in the case of a new service or a service transfer, a shorter or longer period may be used for billing.

G. Billing New Accounts

- Billings for new accounts initiated 10 days or less prior to the normal reading date for the new cycle/book, are to be carried forward and included in the next monthly billing.
- All charges on new accounts or current active accounts for more than ten days are to be calculated and billed.

H. Billing Pro-Rated Services

- Newly initiated and terminated accounts will be billed on consumption, minimums and component rates. All other flat rate services will be prorated on a per day basis for terminations and initiations.

I. Billing Consumption and Measuring

- Measurement and Evidence of Consumption – Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Utility's readings and records thereof shall be accepted as face value evidence of the quantity of the service used by the customer at that point of delivery.

J. Billing, Estimating

- When the Utility is unable to read a meter due to circumstances beyond the control of the Utility, such as AMI meter reading transmission issues, inaccessibility of meters or stormy conditions, the Utility may render an estimated bill. An estimated bill will be so designated on the billing rendered.

K. Billing Schedules (Due Dates, Late Notices, etc.)

- Bills are due when rendered – A due date is printed on the billing which is 18 days after the bill date. If the payment is not received in the Utility's office within 18 days of the billing date, the account is considered delinquent. The account's payment history is charged with a delinquency, and a courtesy Notice of Delinquency is prepared and mailed to the customer at the address of record on the 19th day of the billing cycle. If an email address is on file for the customer, a courtesy Notice of Delinquency is emailed to the customer on the 19th day. This notice will advance the final payment date to five days forward. If payment is not received in the Utility's office by the time the nonpayment cut off list is prepared and finalized, the Collection status will indicate *Disconnect Listing*

Generated. The service(s) are then processed for disconnection due to non-payment of the billing.

- Non receipt of the billing or notice of delinquency shall not release or diminish the obligation of the customer with respect to payment thereof on time.

L. Final Bills

1. A maximum of two weeks after discontinuance of service for non-payment of billings, a field check will be completed. If payment has not been made and the service remains disconnected with no additional usage, the account will be processed for a non-pay final billing.
2. When a customer terminates their account, a meter reading will be taken on the date requested and the service will be disconnected. Final bills are then calculated deducting the deposits posted plus any accumulated interest. Final bills are issued on a daily basis.

M. Average Bill Plan

KISSIMMEE UTILITY AUTHORITY	
Average Bill Plan Confirmation	
KUA Account Number: 001264280-000091860	
Service Address: 2638 LIBERTY BLVD	
METHOD USED FOR CALCULATING AVERAGE BILLING	
<ol style="list-style-type: none">1. The Average Bill Plan is a rolling average of the last 12 month's usage at the current location plus 20% of the deferred balance (positive or negative).2. Each billing period the oldest month is dropped and the current month is added, keeping a current average up to 12 months. The Plan amount will fluctuate monthly to accommodate any changes in usage during this 12 month time frame.3. The Plan amount is calculated by using the average usage for all metered services in addition to any non-metered monthly service charges (if applicable) plus taxes.4. The Plan amount is then rounded to the nearest dollar. This amount becomes the current payment due.	
AVERAGE BILL PLAN QUALIFICATIONS	
<ol style="list-style-type: none">1. Must be a residential account2. Minimum 6 months reading and billing history3. Account must be current and have a zero balance4. Must have a satisfactory payment history which includes no disconnection for non-payment, forced collections, Tampering, returned items and/or no more than two late charges for the previous 12 months	
CUSTOMER AGREEMENT	
<ol style="list-style-type: none">1. The customer agrees to pay <u>the Plan amount</u> on or before the due date of the bill.2. Must maintain a satisfactory payment history.3. If two monthly payments are made after the due date, within a 12 month period, it could result in disqualification from the Average Bill Plan. Late fees will be assessed based on the Plan amount.4. Once enrolled in the Average Bill Plan, no payment arrangements will be authorized.5. This agreement remains in effect until cancelled by the Customer or by the Customer's failure to comply with the terms as outlined above. Failure to comply may void the agreement and the total balance, if any, becomes due under the regular payment terms.6. Removal from this program for any reason will require a 12 month period to be eligible for re-enrollment.	
Do you understand and accept terms of the agreement? <input type="radio"/> Yes <input type="radio"/> No	

APPLICATION FOR THE AVERAGE BILL PLAN

METHOD USED FOR CALCULATING AVERAGE BILLING

1. The Average Bill Plan is a rolling average of the last 12 month's usage at the current location plus 20% of the deferred balance (positive or negative).
2. Each billing period the oldest month is dropped and the current month is added, keeping a current average up to 12 months. The Plan amount will fluctuate monthly to accommodate any changes in usage during this 12 month time frame.
3. The Plan amount is calculated by using the average usage for all metered services in addition to any non-metered monthly service charges (if applicable) plus taxes.
4. The Plan amount is then rounded to the nearest dollar. This amount becomes the current payment due.

AVERAGE BILL PLAN QUALIFICATIONS

1. Must be a residential account
2. Minimum 6 months reading and billing history
3. Account must be current and have a zero balance
4. Must have a satisfactory payment history which includes no disconnection for non-payment, forced collections, Tampering, returned items and/or no more than two late charges for the previous 12 months

CUSTOMER AGREEMENT


1. The customer agrees to pay **the Plan amount** on or before the due date of the bill.
2. Must maintain a satisfactory payment history.
3. If two monthly payments are made after the due date, within a 12 month period, it could result in disqualification from the Average Bill Plan. Late fees will be assessed based on the Plan amount.
4. Once enrolled in the Average Bill Plan, no payment arrangements will be authorized.
5. This agreement remains in effect until cancelled by the Customer or by the Customer's failure to comply with the terms as outlined above. Failure to comply may void the agreement and the total balance, if any, becomes due under the regular payment terms.
6. Removal from this program for any reason will require a 12 month period to be eligible for re-enrollment.

Signature

Date

Customer Account Number


- Example of ABP Bill



Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

07/08/19
08/01/19



AVERAGE BILL

BILL SUMMARY

Current Charges \$307.00	=	Actual Bill Amount \$307.00	Previous Plan Amount \$248.00	Payment Received \$248.00	Avg. Bill Plan Amount Due \$263.00
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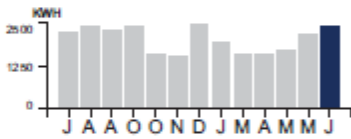
Please pay plan amount

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$254.58
Electric	\$326.07
Good Neighbor Contribution - Thank You	\$0.61
Fuel Adjustment	-\$82.27
Customer Charge	\$10.17
CTY/COUNTY TAXES & TRANSFER FEE	\$52.42
TOTAL CURRENT CHARGES	\$307.00

USAGE DETAILS

Electric - Residential
Daily Avg. - 75.06 kWh/Day
Use One Year Ago - 73.43 kWh/Day
Daily Avg. Cost - \$7.96




METER DATA

Meter #:	39572071
Current:	10,447 on 07/01/19
Previous:	8,045 on 05/30/19
Actual Usage:	2,402 kWh
Days Of Service:	32

AVERAGE BILL PLAN

Previous Deferred Balance	Last Plan Bill Amount	Payment Received	Current Actual Bill Amount	Plan Bill Amount	Current Bill Amount Deferred	Total Deferred Balance
\$42.00	\$248.00	\$248.00	\$307.00	\$263.00	\$44.00	\$86.00


MESSAGE from KUA



Summer Home Cooling


Set your thermostat on the highest comfortable setting. You'll save 7 to 10 percent on your cooling costs for each degree above 78.

Detach this portion and return with your payment.




PO Box 423219
Kissimmee, FL 34742-3219

00 000000 00 1-00 00 00



KISSIMMEE FL 34746-3842

Customer Account	Past Due Pay Now	Due Date	Amount Due
[REDACTED]	\$0.00	07/26/19	\$263.00



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

Customer Service: Cashiering

A. Payment of Billing

- Utility billings may be paid at the Cashier's counter in the lobby of the Customer Service building from 7:00 a.m. to 6:00 p.m., Monday through Friday (excluding holidays), electronically, via phone, website at KUA.com or at various institutions in the Kissimmee service area who have agreed to accept utility bill payments. Customers paying at a participating institution must present their account number at the time payment is made.

B. Credit Card Payments and Fees

- Paymentus
 1. Payments processed through this third party
 2. Fee Structure
 - a. \$3.50 for Residential Accounts-Minimum \$2.00 and maximum payment amount \$1000
 - b. \$4.95 *per \$1000* for Commercial Accounts – Minimum \$2.00 and maximum payment amount \$15,000
 - c. Multiple payments can be made if charge exceeds maximum payment amount

C. Payment Types and Processing

- In Person (Teller Window – Over the Counter)
 1. Cash
 2. Checks, money orders, traveler's checks
 - a. Checks, money orders and travelers checks must be made payable to Kissimmee Utility Authority.
 - b. No two-party checks will be accepted.
 - c. No change will be given.
 - d. Checks may not be postdated.
 - e. Identification may be required.

f. Returned checks will be assessed a fee:

- \$25.00 if face value does not exceed \$50.00.
- \$30.00 if face value is more than \$50.00 but does not exceed \$300.00.
- \$40.00 if face value is more than \$300.00 or 5%, whichever is greater.

3. Credit Cards (Processed by Paymentus subject to a third party service fee)

- a. Card must be used as a credit card (no Personal Identification Number - PIN).
- b. Card must have name printed.
- c. Identification may be required.
- d. Visa, Master Card and Discover only.
- e. Credit card chargebacks will follow the same procedures and fees as a returned check.

• By Phone (Customer Service Representative) or by IVR (Interactive Voice Response)

1. Electronic Check Payment (ACH payment)

- a. Bank routing number and account number required.
- b. Returned electronic checks will follow the same procedures and fees as a returned check.

2. Credit Cards (Processed by Paymentus subject to a third party service fee)

- a. Card must be used as a credit card (no Personal Identification Number - PIN).
- b. Card must have name printed.
- c. Visa, Master Card and Discover.
- d. Credit card chargebacks will follow the same procedures and fees as a returned check.

- KUA Website / E-bill

1. Electronic Check Payment (ACH payment)

- a. Bank routing number and account number required.
- b. Returned electronic checks will follow the same procedures and fees as a returned check.

2. Credit Cards (Processed by Paymentus subject to a third party service fee)

- a. Card must be used as a credit card (no Personal Identification Number - PIN).
- b. Card must have name printed.
- c. Visa, Master Card and Discover.
- d. Credit card chargebacks will follow the same procedures and fees as a returned check.

3. Credit Cards Draft (Processed by Paymentus subject to a third party service fee)

- a. Customer signs up and stops this recurring payment option through e-Bill.
- b. Card must be used as a credit card (no Personal Identification Number - PIN).
- c. Card must have name printed.
- d. Visa, Master Card and Discover.
- e. Credit card chargebacks will follow the same procedures and fees as a returned check.

- Other Payment options:

1. Night Drop Box (located in front of KUA premises – 1701 W. Carroll St. Kissimmee, FL).

- a. All payments except cash and credit cards.

2. Automatic Bank Draft

- a. Customer self-enrolls online.
- b. Returned bank drafts will follow the same procedures and fees as a returned check.

3. Checkfree

- a. Payments received electronically directly from customer's payment source (bank).
- b. Returned Checkfree payments will follow the same procedures and fees as a returned check.

4. Amscot

- a. KUA account number is required.
- b. Payment is processed at Amscot; information is electronically transmitted to KUA.

5. Lockbox

- a. KUA account number is required.
- b. Payment is processed at financial institution; information is electronically transmitted to KUA.
- c. Returned Lockbox payments will follow the same procedures and fees as a returned check.

Collections

A. Refusal of Service/Termination of Service/Non-Pay Disconnect

- The Utility may refuse service to the applicant should the owner of the premises have an outstanding balance. All monies due the Utility should be paid prior to initiating service(s) for a new tenant.
- The Utility may refuse to serve an applicant if, in the judgment of the Utility, the location does not have adequate facilities to render the service applied for.

The Utility may refuse to serve any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.

- The Utility may refuse to render any service other than that character of service which is normally furnished, unless such service is available.
- If the Utility refuses service for any reason specified in this policy, the Utility shall notify the applicant for service as soon as practicable of the reason for refusal of service. If the Utility will discontinue service the Utility shall notify the customer at least five days prior to discontinuance, that service will cease unless the deficiency is corrected in compliance with the Utility's Procedures, resolved through mutual agreement or unsuccessfully disputed by the customer. As applicable, the Utility may refuse or discontinue service under the following conditions:

1. Five Day Notice

- a. For non-compliance with and/or violation of any State or municipal law or policy governing electric service.
- b. For failure or refusal of the customer to correct any deficiencies or defects in the wiring and/or equipment which are reported to them by the Utility.
- c. For the use of energy for any other property or purpose than that described in the application.
- d. For failure or refusal to provide adequate space for the meter and service equipment of the Utility.
- e. For neglect or refusal to provide safe and reasonable access to the Utility for the purpose of reading meters or inspection and maintenance of equipment owned by the Utility.
- f. For non-payment of bills or non-compliance with the Utility's procedures and only after the customer has been given a five day written notice separate and apart from any billing. The customer who desires may designate a third party in the Utility's service area to receive a copy of such delinquent notice.

2. Five Day Notice Not Applicable

- a. Without notice in the event of a condition known to the Utility to be hazardous.
- b. Without notice in the event of tampering with meters or other facilities owned by the Utility.
- c. Without notice in the event of unauthorized or fraudulent use

of service. Whenever service is discontinued for fraudulent use of service, the Utility will, before restoring service, require the customer to make at his own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss of revenue resulting from such fraudulent use.

- d. A utility customer's service may be ordered discontinued without any further notice as a result of their failure to comply with the contractual provisions for payment indicated in special payment plan.
 - e. A utility customer's service may be ordered discontinued without any further notice as a result of their failure to pay for service rendered to them at a previous address if either payment or satisfactory arrangements are not made.
- When service is disconnected at the meter, a \$35 fee will be assessed. An additional charge of \$50 will be assessed for same day reconnection of services if paid after 2:00pm and if available. If the service is disconnected at the Utility pole or transformer, a fee of \$100 will be assessed.
 - Utility service being provided to Federal, State, County, City, or Municipal governmental bodies remain subject to termination with notice being provided, when the Utility account becomes delinquent. The Prompt Payment Act for governmental entities requires payment within 45 days of receipt of the bill.
 - Multiple Utility Accounts – Utility service ordered discontinued at one location may be terminated at all service locations where multiple service accounts are in existence provided they are in the same class. A residential class service may not be ordered discontinued when a commercial class service is order discontinued and vice versa, unless both classes of service are being provided at the same premises, in which case all service regardless of class of service may be discontinued.
 - A Utility customer's service shall be ordered discontinued as a result of their failure to redeem a check or similar instrument which has been returned by the institution on which it was drawn within 7 days of written notification by KUA.
 - A. In addition, if the customer has had a previous returned check or similar instrument in the previous 12 month period of service, the account will be placed in a "cash only" status.

- In a case where failure to redeem a check or similar instrument which has been returned by the institution for payment(s) made on but not limited to: a subsequent returned check, deposit for utility services, write off balance, reconnection of service or forced collection attempt; the utility reserves the right to proceed with interruption of service following a 24 hour written notification delivered via email if available or to the location.
- In a case where a service has been installed prior to and not in accordance with these procedures, where electric is being taken through a single point of origin to supply two or more dwelling units, each customer benefiting from such arrangements shall be responsible for payment of their respective billings. Any violations of the procedures as set forth herein by either or any occupants of the said premises shall be deemed a violation as to all, and the Utility may enforce compliance with these policies by shutting off the supply of electric to all, except that such action will not be taken until the innocent customer in violation of the Utility's policies has been given written notice and a reasonable time to attach their service at their expense to a separately controlled point of origin.
- The following shall not constitute sufficient cause for refusal of service to an applicant or customer:
 1. Delinquent in payment for service by a previous occupant of the premises unless such previous occupant will receive benefit from such service.
 2. Failure to pay for a different class of service except where two classes of service are rendered at the same premises.

B. Medical Essential Customers

- Discontinuance of service when that service is medically essential: Notwithstanding any other provisions of the Procedures, the Utility will give the customer a one day courtesy notice prior to disconnecting service if that customer has provided the Utility with documentation that continuance of service is medically essential. Such documentation shall be the KUA form below signed by the customer along with the completed section by a doctor of medicine or a doctor of osteopathy certified to practice medicine in Florida including their signature. The form shall clearly and simply explain why continuance of service is medically essential.

- This information must be updated annually or the account designation will be removed. KUA will mail the form to the customer 30 days prior to expiration of this status. If the completed form is not returned within 30 days, a reminder letter is sent allowing seven additional days for receipt of the completed form. On day 39, the status of “Medically Essential” is removed from the account and the requirement of a “Courtesy Notice” will cease.

Medical Essential form



MEDICAL ESSENTIAL INFORMATION

Please read this page before signing and completing the attached form.

If any member of your household requires medical essential equipment in your home and you choose to be on our critical needs list, please sign the attached form and have a qualified physician fill out the designated area as well. By doing so, you will enable Kissimmee Utility Authority to better serve you. The completed form must be received in our office in order to ensure that your account is placed on our updated critical needs list. **Your account will not be placed on the updated critical needs list if KUA does not receive your completed form.**

While we are sympathetic with your situation, we simply cannot guarantee uninterrupted utility service or priority in the restoration of service. Nor does this prevent the interruption of services due to non-payment of your utility account. **It is imperative that you establish a backup plan of action for your specific needs.** This could include the purchase of backup generating equipment or a plan to move the affected party to another location until the problem is corrected. Kissimmee Utility Authority assumes no liability in the event you should be without utility service.

We, Kissimmee Utility Authority, hope you never experience a loss of utility services, whether scheduled or unscheduled.

If you do experience unexpected loss of utility service, please contact Kissimmee Utility Authority at 407-933- 9800. It will be your responsibility to notify any other required emergency support services necessary for the life safety of the individual. Our office should be notified of any change in the situation listed on the attached form in order to update our files any time service opens or closes in your name. Updating of this information is to be provided annually and as needed or requested.

If having read the above information you are requesting your account to be noted as being “Medical Essential”, and agree to the terms stated, please sign and date the attached form. Your physician will need to complete and sign the section on the attached form. Failure to return the attached form completed will void this request.

Your signature also authorizes Kissimmee Utility Authority to discuss your utility account; including critical needs account status, if necessary with the appropriate physician(s), medical staff and/or agencies involving utility assistance.

Please keep this page for your records.



MEDICAL ESSENTIAL / EQUIPMENT INFORMATION

To be completed and signed by account holder

I understand that KUA cannot guarantee uninterrupted utility service or priority in restoration. I also understand that this does not prevent the interruption of service due to non-payment and that I am responsible for emergency planning and support services for the patient residing at this location.

Name: _____ Telephone: _____

Address: _____ KUA Account number: _____

Patient Name (If different from above): _____ Patient Date of Birth: _____

By signing this form you agree that you have read and understand the terms stated on the previous page and authorize Kissimmee Utility Authority to discuss your utility account, if necessary with the appropriate physician(s), medical staff and /or agencies involving assistance.

Account Holder Signature: _____

To be completed by Physician

EXAMPLES OF NON QUALIFIED MEDICAL ESSENTIAL EQUIPMENT ARE: NEBULIZERS, REFRIGERATORS & AIR CONDITIONERS

Please select the type of equipment that the patient requires.

Kidney Dialysis _____ Continuous Ventilator _____ Oxygen Concentrator _____

Respirator: IBBP _____ Mist _____ Other (please describe) _____

Physician's name (printed): _____

Physician's Address: _____ Telephone: _____

Physician's signature: _____ Date: _____

Please return this form signed and completed by you and your Physician to KUA.

P. O. Box 423219 Kissimmee, FL 34742-3219 FAX (407) 933-1936

C. Late Payment Charges

- Prompt Payment Schedule - If payment is not received by the Utility by the end of business on the 18th day from the billing date listed on the bill, the electric portion of the bill amount will be subject to a 5% increase. The late charge will be assessed on the 19th day, the same day that the disconnect notice is sent to the customer. The utility reserves the right to waive the 5% increase the first time a customer is assessed the charge.

D. Previous Balance Due Date

- Utility bills with a previous balance are in no way to be construed as establishing a new date on that previous balance. Utility service is subject to immediate termination based on that previous balance as shown unless other arrangements have been made or that previous balance is an adjustment made to the account during the preceding period for which the bill is issued.

E. Partial Payments

- Partial Payments of current or delinquent bills received will not be construed to satisfy the current obligation of the service account. A bill must be paid in full to avoid the service becoming eligible for disconnection.
- Partial payments will be applied toward all services billed on a percentage basis of the total billing with the oldest amounts to be paid first. Withholding of payment on an individual service will not be permitted.
- Partial payment will reflect amounts owing for all services billed and therefore, all services will be subject to termination.

F. Advance Payment

- An advance payment for a utility billing which has not yet been calculated or billed may be accepted. All accounts on which advance payments have been made shall be subject to the provisions of the procedure regarding partial payments.
 1. A customer may make an advance payment, in certified funds, to pay for a check or similar instrument which will be returned by the bank or institution on which the monies were drawn.
 2. As advance payments are made, the customer should be aware of the Utility's advance payment, partial payment and service termination procedures.

G. Payment Agreements

- The Utility may enter into a Payment Agreement with a customer who cannot pay their indebtedness to the Utility. When a customer requests to defer their payment, a payment arrangement and/or letter of agreement will be required.
- A customer may enter into only one Payment Agreement at a time
- If a customer fails to pay an agreed upon amount, the unpaid balance in the agreement will be due immediately and services will be subject to termination with no further notice.
- The Utility reserves the right to refuse to enter into a Payment Agreement with a customer who has failed to meet the demands of a previous agreement.

Self Service Payment Arrangements:

Customers in good standing may make self-service payment arrangements online. The customer receives an additional ten (10) day bill extension. A customer may be denied a self-service payment arrangement and referred to our Customer Service Representatives for assistance. All denials include a message to the customer explaining the reason.

H. Community Assistance

- Various recognized agencies involved in community assistance and in good standing with the Utility may call and guarantee payment of a particular billing for a customer whose services have been or are about to be disconnected for non-payment. The agency calling must guarantee payment in full for the outstanding billing and the payment must be received from the agency within the time agreed on by the Utility and the agency. KUA reserves the right to withdraw from any relationship with any agency or organization without notice.

Current Agencies can be found at <https://kua.com/pay-my-bill/customer-assistance-programs/> as of May/2020 they were as follows:

- a. Osceola Council on Aging
700 Generation Point
Kissimmee, FL 34744
407-846-8532_
osceolagenerations.org

- b. Catholic Charities of Central Florida
1771 N Semoran Blvd
Orlando, FL 32807
407-658-0999
1-888-658-2828
cflcc.org
- c. Osceola County Social Services
330 N Beaumont Ave
Kissimmee, FL 34741
407-742-8400
osceola.org
- d. ClearPoint Credit Counseling Solutions
1-800-750-2227
clearpoint.org
- e. Florida Department of Children and Families – Central Region
400 W. Robinson St, Suite 1129
Orlando, FL 32801
407-317-7000
myflfamilies.com
- f. DIAL 2-1-1
866-728-8445
flairs.org

I. Final Billing Delinquent Notice

- After final billing delinquent date expires, a “Final Collection Notice” will be sent to all customers notifying them that the unpaid debt will be turned over to a Collection Agency.

J. Public Records Access

- It is the procedure of the Utility to provide the public with access to all records in a timely manner as defined in Chapter 119.07, Inspection and copying of

records; photographing public records; fees; exemptions, of the Florida Statutes.

- Public records requests are managed by the Records Custodian within the Information Technology Department.

Some public records contain exempt information that require redaction prior to release. KUA has a public records custodian to assist with your request; you may contact them by mail, phone (407) 933-9883, or email at records@kua.com.

K. Public Records Distribution

- Customer records relating to customer accounts for utility service(s) will be made available in the Customer Service office during normal working hours by one or more of the following methods:
 1. Name-address directories – Computer printed directories will be available for viewing and transcribing by the public but may be subject to a cost.
 2. Printed reproductions of information available through computer terminals may be obtained within a reasonable time frame upon receipt of a Request for Information and payment of fees as specified.
- Financial, Personnel, Administration, and Other Information will be provided in accordance with Chapter 119 of the Florida Statutes and FACT Act <http://www.flsenate.gov/Laws/Statutes/2014/Chapter119> . Printed information will be made available for viewing and transcribing by the public but may be subject to a cost.
- All information and records will be supplied within a reasonable time frame, subject to the workload and availability of equipment.
- The following schedule of fees will apply:
 1. Copies of current available documents \$0.15 per page.
 2. Copies of second side of 2 sided document \$0.05 per page.
 3. Research and Transcription duplexed page based on reasonable, clerical hourly rate as established under Florida law.

Human Resources

A. Personal Property Damage(s) Claims

- Use the form on the following pages for all claims of damage to personal property.

All claims involving bodily injury, requests greater than \$5000.00 or having any attorney involvement will be directed to KUA's insurance carrier immediately. Submitting a claim for damages in no way guarantees any reimbursement for claimed losses.

- Submission Guidelines

1. Be very specific about the damages that you are claiming. You must provide appropriate documentation to support your claim. Without documentation, it is very difficult to validate your claim. Examples of appropriate documentation are (but not limited to):

- Original purchase receipt(s) of item(s) damaged
- Cleaning/Repair receipt(s)
- Replacement bill of sale
- Photograph(s)
- Maintenance Work Orders(s)

- You must factor in regular wear and tear on any item(s) costs that you are claiming.
- Take pictures of all damaged items.
- Do not throw away any damaged items unless specifically instructed to do so.
- Answer all questions on claim form.
- Submit your damage claim (include all items on one claim form) to:
Kissimmee Utility Authority, Attn: HR, 1701 W. Carroll Street, Kissimmee FL 34741
- Multiple submissions will not be accepted.
- Acceptance of any offer made by KUA will close the claim and void any additional claims on the same problem.
- If you have questions, call KUA, HR at 407-933-7777 ext. 6-6150.

Personal Property Damage(s) Claims

General Information

Use this form for all claims of damage to personal property.

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Personal Property Damage(s) Claim Form

Claimant Name: _____ Today's Date: _____

Claimant Street Address: _____

City, State, ZIP _____

Claimant Telephone with Area Code: _____

Are you the property owner? ____yes ____no

Date of Incident: _____ Time of Incident: ____a.m./p.m.

Describe the circumstances related to the damage:

Please list all items that you are claiming as damaged and their estimated value at the time of the loss. Use additional sheets if necessary.

DO NOT THROW AWAY ANY DAMAGED ITEMS UNLESS INSTRUCTED TO DO SO.

Item Description	Description of Damage	Estimated Cost

Certification: I understand that my signature below certifies that all information is true and correct to the best of my knowledge. I further understand that any false or misleading information will result in cancellation of this claim.

Claimant Signature

Claimant Printed Name

Date

Once information on a claim is received, an investigation is initiated to determine if KUA is liable. The investigation normally takes 7-10 business days. You will be contacted upon completion of the investigation.

Dispatch Operations

A. Trouble Hours

- The Utility will respond to complaints of utility trouble at any time. Further, it is intended that the general public be provided limited service after normal working hours.

B. Emergency Wires down Procedures

Definition – Wire (or wires) Down means any wire or wires down on the ground, or hanging down low enough to present a hazard.

Customer should call KUA at (407) 933-9800 to report immediately and provide the following information:

1. Location of wires down, i.e. property, road
2. Closest address to the wires down
3. Major Cross Street closest to the address
4. KUA pole number (if possible)
5. Caller's contact information
6. Wire description