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GENERAL PROCEDURES GOVERNING UTILITY SERVICE*

*The following consists of that portion of KUA's General Procedures Governing Utility Service (General Procedures) applicable to customer requirements for the receipt and provision of utility service. Inclusion of this portion of the General Procedures herein is designed to facilitate customer understanding of the obligations customer has with respect to utility service. These procedures, as well as the entirety of the General Procedures, are referenced in KUA's Tariff on file with the Public Service Commission. All requirements specified herein are supplementary to and not in lieu of those requirements set forth in KUA's Tariff and/or the General Procedures. The customer is bound by all Tariff and General Procedures provisions.

KISSIMMEE UTILITY AUTHORITY

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THESE PROCEDURES SET FORTH THE TERMS AND CONDITIONS UPON WHICH UTILITY SERVICE MAY BE APPLIED FOR AND SUPPLIED TO CUSTOMERS FROM FACILITIES OF THE KISSIMMEE UTILITY AUTHORITY.

I. Definitions

The following definitions set forth standard interpretations of certain terms used in these policies and procedures.

- A. ***KUA or Utility:*** Kissimmee Utility Authority.
- B. ***Customer:*** Any user of the KUA utility services.
- C. ***Service:*** The supply by the KUA of utility service(s) to the customer including the readiness and availability of service at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- D. ***Service Drop:*** That portion of the Utility's facilities, between the pole or underground cable and the point of attachment at the Service Entrance, which brings the service from the Utility's service lines to the Customer.
- E. ***Service Entrance:*** Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- F. ***Customer's Installation:*** Wires, enclosures, switches, appliances and other apparatus, including the Service Entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the Point of Delivery.
- G. ***Point of Delivery:*** The point of attachment where the Utility's Service Drop is connected to the Customer's Service Entrance.
- H. ***Connected Load:*** The total rated capacity in horsepower (H.P.), and/or kilowatts (kW), and/or kilovolt amperes (kva) of all electric equipment, appliances, apparatus and other current devices which are connected in and to the customer's installation and which may utilize service.
- I. ***Maximum Demand:*** Highest integrated reading of customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.

J. *Temporary Service:* The supply of electrical service by the Utility to the customer for construction purposes, or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than one year.

K. *Rate Schedules:* The applicable schedules of rates and charges for service rendered. These are approved by the City of Kissimmee for their services, TOHO for their services and KUA for electric service. The electric service rates are then filed with and approved by the Florida Public Service Commission.

L. *Service Classifications:* The services of the Utility are divided into the following classifications; however, each of the following classifications may be broken down by one or more Rate Schedules applying to groupings within each service classification

M. *Residential (Domestic):* Service to a customer in a single dwelling house or single apartment or other similar unit having housekeeping facilities, occupied by one family or household as a residence for periods normally intended to be greater than six months. The premises of such single dwelling may include an additional apartment unit with separate housekeeping facilities, as well as a garage and other separate structures, where they are occupied or used solely by the members or servants of such family or household.

N. *Commercial:* Service to a customer on a single premise where such premise is used in some commercial enterprise or business activity, including, without limiting the generality of the foregoing, the rendering of public, professional or personal services or the selling or distributing of commodities. A premises which might otherwise, except for business activity conducted thereon, be entitled to Residential (Domestic) service shall be classified as commercial unless that portion of said premise used solely for residential purposes is metered separately. The rental of housekeeping apartment(s) or the rental of five or more rooms in a private home or the use of unit as a short term rental or vacation villa where normally leases or occupancy are less than six months constitutes a business activity under this classification.

O. *Miscellaneous:* Service to customers whose activities do not fall properly within the preceding classifications, including, but not without limiting the generality of the foregoing, special contracts, special services and other situations of unusual nature.

II. Energy Conservation

A. KUA offers free Energy Conservation audits for both commercial and residential customers. These audits are free of charge and a prerequisite for participation in our Conservation Rebate Programs which are as follows:

1. Duct Leak Repair Rebate-\$75

a) To encourage cost effective energy reduction through the use of professional duct leak repair. Must have an existing central air conditioning system. Duct system must be thoroughly inspected and repaired; this includes air handler and all duct work. Repairs must be done by a KUA Partnering Contractor who is Florida State certified Heating, Air Conditioning, Refrigeration and Ventilation (HARV) or mechanical contractor. Ducts must be sealed using mastic or a combination of mastic, pressure sensitive foil tape (UL 181AP) or heat sensitive foil tape (UL 181AH). If foil tape is used it must be applied in a manner such that the duct board scrim pattern is visible through the tape. Itemized invoice and KUA Duct Repair Form are required. *Restrictions-Limit one duct leak repair rebate per location, Residential location only.*

2. Central Air-Conditioning HVAC Maintenance Rebate-\$75

a) To encourage annual planned maintenance of existing central air conditioner units to ensure proper and efficient operation. Valid on central air conditioning units. Maintenance must be performed by an approved participating licensed Heating, Ventilation and Air Conditioning (HVAC) contractor. A copy of receipt for maintenance and copy of service checklist or notation by contractor stating "KUA's service requirements have been met" are required. *Restrictions-Limit one HVAC maintenance rebate per location, Residential location only.*

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3. Insulation Rebate-\$100

a) To encourage the installation of insulation in existing single-family homes, and small *business*. *Minimum installation levels required over or under air conditioned space is R-30 in the attic or R-15 under raised flooring according to manufacturer's recommendations. Proof of purchase is required. If installed by the customer, a cutout section from the insulation packaging showing the product name and description and a copy of the receipt must be submitted. If installed by a contractor, the installation details (to include depth, type and density of insulation) must be itemized on the invoice.*

b) Restrictions-Rebates do not apply to wall insulation.

4. LED Exit Signs (business)-up to \$50

a) To encourage reductions through the use of reliable low maintenance LED exit signs. New exit signs must meet UL-924 requirements, all applicable fire codes, and use 5 watts or less and have a minimum product life of 10 years or must be listed as an Energy Star certified product. New exit signs must be purchased and installed no greater than 90 days prior to submitting a rebate form. Only new exit signs that replace incandescent or fluorescent exit signs qualify for this rebate. A proof of purchase receipt for both equipment and installation of the new exit signs maybe required.

5. Compact Fluorescent Lighting Rebate-\$3

a) The intent of this program is to encourage the use of compact fluorescent lamp (CFL) by our customers. This program will include educational promotions in which CFLs are given to customers at a discounted rate or in some cases free. KUA is not responsible for manufacturer defects in the CFL's they shall be returned to the manufacture and not to KUA. It's the responsibility of the customer to follow all local and state code of disposal of the Compact Fluorescent Light Bulbs. The coupon or voucher is contingent upon fund availability. *Restrictions-Rebates apply to Compact Fluorescents only (CFL's).*

B. RESTRICTIONS

1. Must be a KUA Electric Customer, Additional restrictions may apply. Rebates subject to change without notice. Rebates subject to approval and are contingent upon fund availability. Rebate will be issued in the form of a CREDIT on the utility bill unless specified otherwise. All rebate forms and supporting documentation due within 30 days of installation or service unless otherwise indicated.

2. Visit KUA.com or contact Energy Conservation Customer Services at 407-933-7777-6-2160 for additional information. Mail all rebates with receipt to Kissimmee Utility Authority Attn: Energy Audit Division 1701 W. Carroll Street Kissimmee, FL 34742-3219

III. Information Available to Customers

A. 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.

B. When requested to do so, the Utility will provide any customer with 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.

C. Upon request, the Utility will provide any customer 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 such customer and to assist them in obtaining the rate schedule most advantageous for the particular service requirements.

D. Upon request, the Utility will attempt to provide a customer with information and assistance pertaining to the management and efficient use of energy and water.

E. 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.

F. 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 Customer Service Management staff.

IV. Disputed Bills

A. 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.

B. 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 will leave the service subject to termination in accordance with the Utility's termination policy.

C. 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.

D. 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 discontinuance.

V. Trouble Hours

A. 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.

VI. Access to Customer Premises

A. 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.

VII. Protection of Utility Equipment

A. 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.

VIII. Continuity of Service

A. 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.

B. 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..

IX. Restoration of Service

A. In the event of an interruption, curtailment or suspension of electric service from any cause, the Utility reserves the right to solely determine the method of restoration within the shortest time practicable consistent with safety. The Utility shall not be held to be in default of rendering adequate electric service because of the Utility's preservation of system integrity for priority in the restoration of the customer's service.

X. Notification of Interruptions

A. Whenever service is interrupted, curtailed or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the customers, and the Utility shall attempt to notify in advance (except in cases of emergency) those customers who the Utility knows may be affected.

XI. Indemnification by Customer

A. 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.

XII. Customer Liability

A. 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.

XIII. Service Initiations for Minors

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

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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 Family Services 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.

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

Current through Chapter 298 (End) of the 2008 Second Regular Session of the Twentieth Legislature.

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C. 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 ~~that~~ 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:

FN1. An original and nine paper copies of all comments must be filed with the Court on or before November 24, 2008, with a certificate of service verifying that a copy has been served on the committee chair, David N. Silverstein, 501 E. Kennedy Blvd. Suite 1100, Tampa, Florida 33602-5242, as well as separate request for oral argument if the person filing the comment wishes to participate in oral argument, which may be scheduled in this case. The committee chair has until December 15, 2008, to file a response to any comments filed with the Court. Electronic copies of all comments and responses also must be filed in accordance with the Court's administrative order *In re Mandatory Submission of Electronic Copies of Documents*, Fla. Admin. Order No. AOSC04-84 (Sept. 13, 2004).

Fla., 2008.

In re Amendments to Florida Rules of Juvenile Procedure

--- So.2d ---, 2008 WL 4346502 (Fla.)

XIV. New Service Installations

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

XV. Temporary Service

A. A temporary electric or water service is defined as a construction service where no permanent service exists.

1. All temporary electric service connections 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.

XVI. Same Day Initiates

A. The Utility will initiate service, if possible, on the same day during normal working hours for an additional fee per our miscellaneous fee tariff. All other orders will be worked the 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 2 working days. The utility customer should have someone present at the service address when the service person arrives for the service initiation.

XVII. Interim Services

A. A customer requesting service at an address where electric and water service is available will not be permitted to initiate electric service only for normal occupancy purposes. However, the customer may elect to initiate or terminate certain selected services for a maximum of 5 business days if the unit is being cleaned prior to normal occupancy. Vapor lights must be active if any service is active.

B. 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 start date.

XVIII. Beneficiary of Service

A. The Utility may refuse to initiate service to an 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.

XIX. Vacation Service

A. A vacation off service is available to all residential customers.

1. If a current customer is leaving for any period of time, not to exceed 1 year, and wishes to terminate selected service in lieu of a vacation off terminate (meaning all services are discontinued), such services may be left on. For example, customers may leave water and electric services active for security lighting and irrigation systems; however, discontinue garbage and storm water services. Should it be determined that the location is occupied while selected services are terminated, all services will be terminated after a five day notice.

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2. Vapor lights may not be terminated while any other services remain active. Vapor lights may only be turned off if the entire account is terminated.

XX. Owner Termination Request with Tenant Occupancy

KUA will refuse termination requests from an owner/ landlord if there is any indication that a tenant occupies the dwelling per Florida Statute 83.67. The owner must furnish ownership documents and executed eviction paperwork for this termination to be processed.

XXI. Termination Request

- A. The Utility will make every effort to terminate service on the day specified by the customer excluding weekends or holidays.
- B. 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.
- C. Should the Utility fail to terminate service as requested within 48 hours, the customer will not be held responsible for the prorated daily consumption beyond the requested termination date.
- D. Termination by Phone - The Utility requires the customer to send a letter or come into the Customer Service office to terminate their service(s). However, a termination request will be honored by phone if adequate identification can be given.

XXII. Refusal of Service/Termination of Service/Non-pay Disconnect

A. 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.

B. 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.

C. The Utility may refuse to render any service other than that character of service which is normally furnished, unless such service is available.

D. 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. The five day notice does not apply to paragraphs (H), (I) or (J). As applicable, the Utility may refuse or discontinue service under the following conditions:

1. Five Day Notice

- For non-compliance with and/or violation of any State or municipal law or policy governing electric service.
- 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.
- For the use of energy for any other property or purpose than that described in the application.

- For failure or refusal to provide adequate space for the meter and service equipment of the Utility.
- 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.
- For failure or refusal to provide the Utility with a deposit to insure payment of bills in accordance with the Utility's policies provided that written notice, separate and apart from any bill for service, be given the customer.
- 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

- Without notice in the event of a condition known to the Utility to be hazardous.
- Without notice in the event of tampering with meters or other facilities including load management furnished and owned by the Utility.
- 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.

E. When service is terminated at the meter, a reconnection charge (each occurrence) becomes payable prior to reconnecting service to the customer. If it becomes necessary for the Utility to terminate the service at the Utility pole or transformer, an additional charge becomes payable before service will be restored. Customers whose service is terminated for non-payment shall be required to pay all monies due the Utility plus the applicable reconnection charge prior to have service restored.

F. 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.

G. 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.

H. A utility customer's service will 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.

I. A utility customer's service will be ordered discontinued as a result of their failure to pay for service rendered to them at a previous address.

J. A utility customer's service may be ordered discontinued as a result of the failure to provide adequate identification. This discontinuance will take place no less than ten days from the date of initiating service.

K. 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.

In addition, if the customer has had a previous returned check or similar instrument in the previous 12 month period of service, the customer may not be given written notification, by KUA, the service will be discontinued and the account will be placed on “cash only” basis.

L. In a case where a service has been installed prior to and not in accordance with these procedures, where electric and/or water is being taken through a single point or 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 and/or water 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.

M. 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.

In addition, should the owner of the premises have an outstanding balance, all monies due the Utility will need to be paid prior to initiating service(s) for a new tenant.

2. Failure to pay for a different class of service except where two classes of service are rendered at the same premises.

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XXIII. Medical Essential Customers

A. 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 delivered to the residence 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 signed letter from KUA below plus the completed form by a doctor of medicine or a doctor of osteopathy certified to practice medicine in Florida. The form shall clearly and simply explain why continuance of service is medically essential. This information must be updated annually.

XXIV. Medical Essential form



MEDICAL ESSENTIAL INFORMATION

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

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 this form and have a qualified physician fill out the attached form. 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 407-933-7777. 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 below. Your physician will need to complete and sign the section on the attached form. Failure to return this 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.

Name: (Last) _____ (First) _____ (Middle Initial) _____

Service Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Signature _____

Kissimmee Utility Authority

1701 W. Carroll Street • Kissimmee, Florida 34741 • Phone 407-933-7777

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MEDICAL ESSENTIAL / EQUIPMENT INFORMATION

Please read and sign attached before completing this form.

This form must be completed by Physician, signed and faxed to our office.

PLEASE PRINT	
Name _____	Phone _____
Address _____	Date of Birth _____
Patient Name (If different from name) _____	
Date of Birth _____	Address _____
THIRD PARTY NOTIFICATION – MESSAGE ONLY	
Name _____	Phone _____
Address _____	Relationship _____

UTILITY SERVICES REQUIRED ELECTRIC - Y / N WATER - Y / N

EXAMPLES OF NON-QUALIFIED MEDICAL ESSENTIAL EQUIPMENT ARE:

NEBULIZERS, REFRIGERATORS AND AIR CONDITIONERS

TYPE OF EQUIPMENT USED	OPERATIONAL TIME REQUIRED	HOW LONG CAN EQUIPMENT BE OFF	BACK UP EQUIPMENT?	TYPE OF BACKUP
KIDNEY DIALYSIS			Y / N	
RESPIRATOR: IBBP			Y / N	
MIST			Y / N	
ULTRASONIC NEBULIZER			Y / N	
CONTINUOUS VENTILATOR			Y / N	

KISSIMMEE UTILITY AUTHORITY

**GENERAL PROCEDURES
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UPDATED

Customer Service Department

May 2010

OXYGEN CONCENTRATOR				Y / N	
HEAT				Y / N	
OTHER (DESCRIBE)				Y / N	
OTHER (DESCRIBE)				Y / N	

**Projected length of time present health condition will require medical essential
equipment: _____**

Doctor name (Printed): _____ Phone: _____

Doctor Address: _____ Date:

Physicians Signature: _____

Kissimmee Utility Authority

1701 W. Carroll Street · Kissimmee, Florida 34741 · Phone 407-933-7777 fax 407-933-1936

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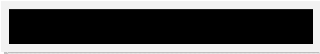
May 2010

A. One day notice for Medical essential customers is as follows:



1 DAY COURTESY REMINDER

October 13, 2008



KISSIMMEE FL 347412949

Account # [Redacted]

Dear Customer [Redacted]

We have been unsuccessful in receiving payment for your overdue balance through previous notifications. This **FINAL WARNING** is to advise you to contact our office immediately to make satisfactory arrangements or remit payment in full. Your overdue balance is **\$1,187.93** for service provided which must be paid on or before October 15, 2008 to avoid disconnection of service.

Our Customer Service Department can be reached at (407) 933-9800 to assist you Monday through Friday from 7:00 a.m. to 11:00 p.m. Your failure to remit payment in full or make satisfactory arrangements would result in your utility services being disconnected without further notice.

You have informed us that a member of your household requires medical essential equipment in your home. It will be your responsibility to make arrangements for and notify any required emergency support services necessary for the life safety of the individual in this home with medical needs.

Please contact us immediately to avoid service interruption. Your cooperation is greatly appreciated in this matter.

Sincerely

Customer Service

KISSIMMEE UTILITY AUTHORITY

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XXVI. Levelized/Average Billing

A. Beginning with a small pilot in the fall of 2009, KUA will implement levelized/average billing. The amount rendered on the bill will be the average bill for electrical consumption of the most recent 12 months. This will be a, "rolling average," therefore the bill amount will not be the same each month; however, it will be more levelized.

XXVII. 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, or at various institutions in the Kissimmee service area who have agreed to accept utility bill payments. Payments made elsewhere are not accepted on or after the delinquent date on the bill. Customers paying at a participating institution must present their account number at the time payment is made.

XXVIII. Credit and Collections

Extensions and Letters of Agreement

KISSIMMEE UTILITY AUTHORITY

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

XXIX. Community Assistance

- A. 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.

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May 2010

1. Current Agencies 11/2008 are as follows:

a) *Osceola Council on Aging* (407) 846-8532

700 Generation Point Fax (407)846-8550,

Kissimmee, Fl 34744

b) *Catholic Charities* (407) 658-0999

1771 West Semoran Boulevard, Suite B, Orlando, FL 32807

c) *Osceola County Social Services* (407) 742-8400

108 Park Place Blvd Fax (407) 8700158

d) *Community Service Network* (407)851-5920

621 Wilkes Avenue

Orlando, FL

e) *Consumer Credit Counseling* (407) 895-8886

6220 South Orange Blossom Trl, Orlando, FL

f) *Department of Children & Families* (407) 846-5000

g) *DIAL* 211

B. Returned Checks and Similar Instruments

1. A service charge prescribed by law will be assessed for the handling of a check or similar instrument returned from the institution on which it is drawn, regardless of the reason.

- | |
|---|
| <p>A. \$25 if face value does not exceed \$50
B. \$30 if the face value is more than \$50, but does not exceed \$300
C. \$40 if the face value is more than \$300: or 5% whichever is greater</p> |
|---|

XXX. Outside agencies and information on KUA Bills

A. Policy Regarding Permission for *Government Agencies* to Place Information in KUA Utility Bills:

B. If time, space and weight permit, KUA may permit government agencies to insert information into KUA bills. This permission may also extend to events of community interest sponsored by a government agency. In all cases the sponsorship by a government agency must be referred to on the insert. KUA reserves the right to accept or reject any material placed in the billing system. Information contained in inserts must be of general interest to the public.

1. A letter of request on agency letter head must be received by KUA's Vice President of Corporate Communications.
2. The requesting agency must provide a mock up of the intended insert prior to sending it to a printer for duplication..
3. Inserts are to be for announcement or informational purposes only. Solicitations asking or requiring the customer to mail in response will not be accepted.
4. KUA Vice President of Corporate Communications must approve the request.
5. Inserts must be 3 ½" x 8 ½" " printed on 20lb offset paper. Printing may appear on both sides of the insert.
6. KUA will not bear any costs associated with the development of the insert.
7. Inserts must be delivered to the TC Specialties, 8811 Boggy Creek Road, Orlando at least three working days prior to insert.
8. Folded, wrinkled or bent inserts will not be accepted.
9. In the case of an emergency or special circumstance, KUA reserves the right to supersede a planned insert with another insert.
10. Acceptance of inserts is on a first come first served basis.

11. The billing insert cycle usually begins on the first working day of each month and runs for a full 30 days with mailing occurring on each working day during that period.

12. Inserts will not be included where advertised events occur prior to the customer receiving the bill and insert.

C. Policy Regarding Permission for *Private Organizations* to Insert Information into KUA Bills (Partnership Bill Insert)

If time, space and weight permit, KUA may permit a private entity to insert information into KUA Bills under the following conditions:

1. The private entity must be in a contractual relationship with KUA.
2. The information contained in the bill stuffer will be restricted to the subject of the contract.
3. The cost of the bill stuffer must be borne by the private entity.
4. The physical appearance of the bill stuffer must highlight KUA and a related KUA service in addition to the subject of the contract with the private entity.
5. A mock up of the intended bill stuffer must be approved by KUA's Vice President of Corporate Communications,
6. Size and weight of the insert must conform to KUA requirements.
7. Acceptance of a contractual relationship with a private entity and to allow stuffers to appear in the KUA bill will be at the total discretion of KUA.
8. Other guidelines and restrictions as to the availability and content of a contractual party's bill insert may apply.

D. KUA will accept public service announcements to be printed in the monthly Energy Informer.

1. The KUA Energy Informer is published monthly by KUA for its utility customers. The Energy Informer is delivered to the printer on the 20th of each month preceding the dated month of the publication (i.e. June 20th delivery date for the July issue).

2. As a public service to the community, KUA accepts announcements from local non-profit and civic organizations for inclusion in the Energy Informer. In order for an announcement to be considered, it must be received in the KUA Corporate Communications Office **45 days** prior to the publication delivery date.

3. All public service announcements submitted become the property of KUA and are subject to editing depending on available space.

4. KUA only accepts notices from non-profit and civic organizations. The public service announcement submitted should be timely (meaning the event should occur after the end of a billing month, not during the month of publication) and of interest to the community as a whole. Announcements for the solicitation of funds will not be accepted.

5. If a public service announcement appears in the Energy Informer and the organization that submitted the announcement wishes to or is forced to withdraw the announcement, the organization shall pay the full cost of reprinting the newsletter remaining in that billing month. If an organization requests an immediate insertion of an announcement into the current newsletter and the announcement is approved by KUA, then the organization shall pay the full cost of reprinting the newsletter remaining in that billing month.

All public service announcements should be typewritten and sent to:

Corporate Communications Department
Kissimmee Utility Authority
P. O. Box 423219
Kissimmee FL 34742-3219
(407) 933-9836

XXXI. Meter Testing

A. 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 (I) of this policy, the Utility may require a charge to defray the costs of testing. If the meter is found to be running fast, in excess of the allowable limit, the charge will not be made. If the meter tests within the allowable limit, the charge may be assessed as a service charge for conducting the test.

2. If the customer so desires he or his 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 on 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 limits (fast or slow) 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 limits which causes the metering device to creep forward or run fast, 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 limits which causes the metering device to run slow and not properly measure all consumption, 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 onetime payment.

Fee of \$50.00 (fee waived if problem found or meter has not been tested in 12 months)

XXXII. Use of the KUA Facility

A. KUA meeting rooms will be made available for use by outside organizations whenever practicable as long as the event is non sales or non promotional in nature. No commercial activity will be permitted.

B. Facilities will generally be available during regular business hours 7:30 a.m. – 4:30 p.m. at no cost to outside organization Monday through Friday, excluding holidays or emergency situations.

C. At no time may an organization allow a meeting or function to operate beyond 9 p.m. unless prior arrangements have been made. A KUA staff member will normally advise the participants near the 9 pm deadline and lights will be turned off and doors locked by 9 pm.

D. KUA personnel will endeavor to make meeting rooms available after KUA business hours (8 a.m. – 6p.m.) at no cost to governmental and quasi governmental organizations such as homeowners associations.

E. KUA will not be held liable for any injuries, broken equipment, or loss of personal items. The organization will be held liable for damages to KUA property incurred by the organization or its members. KUA reserves the right to deny further use of the facility to any organization.

F. Organizations and their members are to refrain from interfering with KUA's day to day business.

G. A designated member from the organization must arrive 10-15 minutes prior to meeting to direct traffic to appropriate parking and the designated meeting room.

H. All visitors of the organization must sign in with the receptionist and sign out with an Executive Office employee who will then conduct a walkthrough of the facility after each use. The organization needs to ensure that facilities are left clean and orderly. The receptionist will insure the designated member of the organization completes the KUA Facility Use Request Agreement.

I. The East side parking lot will be used for guest parking. Under no circumstances will the customer parking at the front of the building be used by outside organizations using the KUA facility for meetings.

J. Use of the facility by KUA will always take precedence over the use of the room or facility by an outside group.

K. KUA cannot guarantee the availability of a room, and last minute cancellations of a reservation by KUA may occur from time to time.

L. Reservations may be made by calling the Executive Office at 933-7777 ext 1100 to request information and the hold harmless agreement which must be appropriately filled out to confirm the reservation.

M. Catering and food delivery must be made through the back door of the building.

N. Appropriate arrangements must be made for disposal of refuse after the meeting if refuse will cause an overflow in the KUA dumpster.