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STATE OF FLORIDA



DIVISION OF ECONOMICS
JAMES W. DEAN
DIRECTOR
(850) 413-6410

Public Service Commission

June 10, 2015

RECEIVED

JUN 15 2015

Mr. Mark Schultz
City of Green Cove Springs Electric Utility
321 Walnut Street
Green Cove Springs, Florida 32043

Office of the City Clerk

AUTHORITY NO.: ME-15-010

Re: Complete revision to tariff – starting Volume II.

Dear Mr. Griffin:

The following tariff sheets have been approved effective June 1, 2015:

ORIGINAL SHEET NOS. 1.0 – 66.5

The tariff sheets were approved by Commission Authority No. ME-15-010 and will be kept on file in the Bureau of Economic Impact and Rate Design Section of the Division of Economics. If you have any questions, please contact Don Rome at (850) 413-6495.

Sincerely,

A handwritten signature in black ink, appearing to read "James W. Dean".

James W. Dean
Director

Enclosures (110)

ORIGINAL SHEET NO. 1.0

CITY OF GREEN COVE SPRINGS

ELECTRIC DOCUMENTATION

VOLUME II

CANCELLING VOLUME I

CITY OF GREEN COVE SPRINGS, FLORIDA
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 297-7500

SUBMITTED TO FLORIDA PUBLIC SERVICE COMMISSION

Issued By: Mark Schultz
Director of Electric Utility
May 1, 2015

EFFECTIVE: June 1, 2015

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-15-010

DOCKET NO. N/A

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APPROVED: June 10, 2015

James W. Dean

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DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 1.1

CITY OF GREEN COVE SPRINGS

DESCRIPTION OF TERRITORY SERVED

The territory served by the City of Green Cove Springs Electric utility includes the entire corporate limits of Green Cove Springs which is located in the east-central area of Clay County, Florida and various unincorporated areas of Clay County within close proximity to Green Cove Springs.

Our Electric Service Territory has remained unchanged.

The map on sheet 1.2 outlines this territory.

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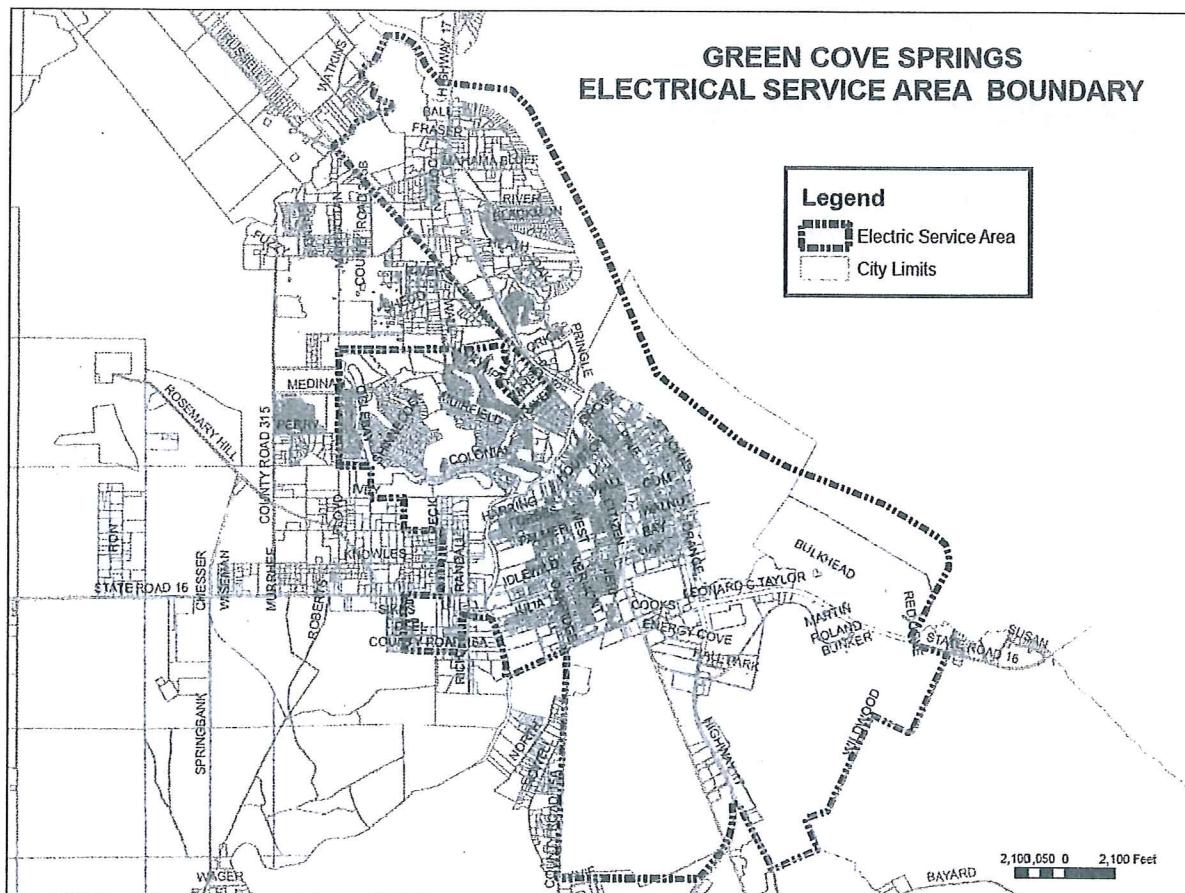
James W. Dean

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ORIGINAL SHEET NO. 1.2

CITY OF GREEN COVE SPRINGS

SERVICE TERRITORY OUTLINED IN RED



FLORIDA PUBLIC SERVICE COMMISSION

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ORIGINAL SHEET NO. 2.0

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ORIGINAL SHEET NO. 2.1

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DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 3.0

CITY OF GREEN COVE SPRINGS

Sec. 78-1. Sales of utility services generally; franchise required

- (a) No entity or person may sell or provide cable television systems, water, sewer, natural gas, solid waste, electricity, telecommunications or other utility services within the corporate limits of the city, as the corporate limits may be extended from time to time, without first obtaining a franchise from the city. Such franchise will permit the person or entity to sell or provide specific utility services within designated geographical areas of the city's corporate limits. If granted, the franchise agreement shall contain, at a minimum, the term of the agreement, the franchise fee or other valuable consideration that is to be paid to the city, the specific utility services to be provided within the city limits, the geographical areas to be served, appropriate terms and conditions of service including provisions and conditions for the utilization of the city's rights-of-way and streets, and appropriate health and safety regulations. However, the terms of the franchise agreement shall not be construed to limit the city's ability to require permits for the construction or maintenance of utility facilities. Any fees required by the city for such permits will be in addition to the franchise fee.
- (b) Existing utility facilities and infrastructure situated within the corporate limits of the city may not be extended or modified without the approval of the city and not until such time as the owner or operator of any such utility facilities or infrastructure enters into a franchise agreement with the city.
- (c) Occupation of the city's streets and rights-of-way will be subject to the payment of rent. Occupation of the city's streets and rights-of-way by providers of utility services will be subject to the payment of rent in addition to any payments required pursuant to a franchise agreement. The rental fee for occupying the city's streets and rights-of-way will be determined by the city council on a case-by-case basis.

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ORIGINAL SHEET NO. 4.0

CITY OF GREEN COVE SPRINGS

Secs. 78-2---78-30. Reserved.

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 5.0

CITY OF GREEN COVE SPRINGS

Sec. 78-31. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contribution in Aid of Construction (CIAC), means a nonrefundable charge required when the cost of the facilities required to serve a customer are in excess of those normally provided by the city.

Customer means any person, individual, business entity, or authorized representative whose application for electric service has been accepted by the city.

Customer service charge means a charge that is applied exclusive of any usage of energy (kWh) or capacity (kW) charges to provide funds for certain fixed costs and ongoing maintenance of the electric system. This charge is based on the capacity and service characteristics available regardless of rate schedule.

Demand means the maximum integrated 15-minute metered kW demand required by a customer during a single billing period which is used to calculate the capacity charges.

Demand meter means a metering installation that includes a kilowatt-hour meter with functionality to measure energy consumed in kWh and the integrated power demand (kW) required in each 15-minute period and to record the highest such demand since last being reset.

General service demand (commercial) means electric service classification applicable to any customer who has established a monthly peak demand equal to or greater than 25 kW, but less than 1,000 kW, for any three (3) months in the preceding rolling twelve (12) month period. Should the customer's maximum demand so recorded equal or exceed 1,000 kW during any three (3) months in a rolling twelve (12) month period, the customer shall be reclassified General Service Large Demand (GSLD). Should the customer's maximum demand so recorded drop below 25 kW, they shall NOT be reclassified to General service nondemand.

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ORIGINAL SHEET NO. 5.1

CITY OF GREEN COVE SPRINGS

General service large demand (industrial) means electric service classification applicable to any customer who has established a monthly peak demand equal to or greater than 1,000 kW. Should the customer's maximum demand so recorded continue to exceed 1,000 kW during any three (3) months in the next rolling twelve (12) month period, the customer shall remain on General service large demand and continue receiving service until such time as the monthly kW demand so recorded for a period of twelve (12) consecutive months does not exceed 1,000 kW and they may be moved to General service demand.

General service nondemand (commercial) means electric service classification applicable to any customer other than residential who has established a monthly peak demand less than 25 kW. Should the customer's maximum demand so recorded be equal to or greater than 25 kW, but less than 1,000 kW for any three (3) months in a rolling twelve (12) month period the customer shall be reclassified General service demand.

Load factor is the term used to describe capacity utilization of the system calculated as the monthly metered kilowatt hour energy usage divided by the product of the same month's metered hourly kW demand times 720.

$$Lf = \text{kWh}/(\text{kW} \times 720)$$

Mastered-metered service means electric service classification applicable to customers who have a primary voltage point of connection with the city's electric utility, who qualify under the General service demand or General service large demand categories, and who own, maintain, and provide electric service from such primary distribution facilities to residential/small commercial customers for end-use purposes at no more than a simple proportional share of the actual charges billed to the customer by the utility.

Minimum demand kW means one half of the available kW requested when the service was installed assuming 100% power factor. For single phase, the formula is *voltage X amperage X 0.0005*, and for three phase the formula is *voltage X amperage X 0.000865*.

Month means the interval between successive meter reading, and resetting dates, which interval may be 30 days, more or less, depending on reading cycle.

New electric service connection fee means a fee charged to connect a new service and create/update the account.

New electric temporary service connection fee means a fee charged to connect a new temporary service and create the account.

Medically Essential Service Customer means a residential customer whose electric service is medically essential, as affirmed through the certification of a physician licensed to practice in the State of Florida.

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ORIGINAL SHEET NO. 5.2

CITY OF GREEN COVE SPRINGS

Point of delivery means physical locations where the city's electric infrastructure, wires or apparatus are connected with those of the customer.

Power Factor means the Power Factor Clause shall be applied to the Monthly Rate of each rate schedule containing a specified Demand charge. The customer's utilization equipment shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum demand. Should this power factor be less than 85% lagging during any month, the City may adjust the readings taken to determine the Demand by multiplying the kW obtained through such readings by 85% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the Demand.

Relocate fee means a fee charged to move a security light or night light from one location to another.

Resale means charging tenants, lessees or other entities more than a simple proportionate share of the actual charges billed to the customer by the utility.

Residential service means electric service classification applicable to any single-family dwelling served through one watt-hour meter for housekeeping uses, including lighting, cooking, space conditioning, refrigeration, and incidental power.

Rolling 12-month period means the event in question along with those similar events during the 364 days immediately preceding the event. For a monthly event, this would include the previous 11 similar monthly events even if they extended to slightly over 364 days.

Service means, in addition to all electrical energy required by the customer, the maintenance by the city at the point of delivery of approximately the agreed voltage and frequency, and shall constitute the rendering of service, irrespective of whether customer makes any use thereof.

Standard single-phase service means the estimated cost of, but not necessarily limited to, overhead wood pole construction and consists of material, labor, equipment and engineering costs associated with the installation of two wood poles, two single-phase primary conductor spans, single-phase transformer, associated pole framing, conductor support hardware, overhead service drop conductor for single-phase service, connectors, terminations, grounding and meter to provide a 200 ampere, 120/240 volt service. This is only used in calculating customer costs and does NOT override the requirement to run underground services as required by Section 98-172 and the land development code as may be amended from time to time.

Standard three-phase service means the estimated cost of, but not necessarily limited to, overhead wood pole construction and consists of material, labor, equipment and engineering costs associated with the installation of two wood poles, two three-phase primary conductor spans, three transformers, associated pole framing, conductor support hardware, overhead service drop conductor for three-phase service, connectors, terminations, grounding and meter to provide a 400 ampere, 120/240 volt service. This is

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DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 5.3

CITY OF GREEN COVE SPRINGS

only used in calculating customer costs and does NOT override the requirement to run underground services as required by Section 98-172 and the land development code as may be amended from time to time.

Tamper detection electric meter means an electric meter which is capable of detecting and reporting tampering and/or may also be read and connected or disconnected remotely.

Temporary construction service means an electrical service intended to be used for no more than 1 year. Generally used during construction.

Temporary short-term service means an electrical service intended to be used for no more than 14 days. Generally used for cleaning and special events.

Theft of service means the taking and/or using of the city's electrical service without the city's knowledge or consent.

Underground single-phase service means a single phase electrical service installed primarily but not entirely below the surface of the ground. This includes the meter, meter socket, current transformers, potential transformers, conduits, wires, overhead and padmount transformers and all other materials used to extend service from existing city electric facilities to the customer's point of delivery.

Underground three-phase service means a three phase electrical service installed primarily but not entirely below the surface of the ground. This includes the meter, meter socket, current transformers, potential transformers, conduits, wires, overhead and padmount transformers and all other materials used to extend service from existing city electric facilities to the customer's point of delivery.

(Code 1983, § 23-16; Ord. No. O-08-2007, § 1, 6-5-2007)

Cross references: Definitions generally, § 1-2.

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James W. Dean

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DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 6.0

CITY OF GREEN COVE SPRINGS

Sec. 78-32. Scope.

The provisions of this article shall apply to the services and facilities of the electric system of the city within and without the corporate limits of the city.

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ORIGINAL SHEET NO. 7.0

CITY OF GREEN COVE SPRINGS

Sec. 78-33. Security and night lights.

(a) The city shall charge such owner or tenant a fee as follows for existing security or night lights. The city will not install such lights or repair/replace parts other than light head, photo eye or lamp.

(1) One hundred seventy-five watt mercury vapor light or 100 watt high pressure sodium light, monthly charge . . . \$10.25

(2) Four hundred watt mercury vapor light or 250 watt high pressure sodium light, monthly charge . . . \$20.00

(b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city and the city shall have the right to remove such equipment at any time fees are delinquent.

(3) Relocate fee of \$25.00 during normal business hours.

(Code 1983, § 23-19)

State law references: User fees authorized, F.S. § 166.201.

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James W. Dean

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ORIGINAL SHEET NO. 8.0

CITY OF GREEN COVE SPRINGS

Sec. 78-34. Meters generally and new service connection charge; temporary service generally.

The city shall have the right to connect and install or set meters of such sizes as the electric utility may determine, after consideration of all services to be served by the electric system of the city, and shall charge and collect in advance from the user, property owner, contractor, or agent a total of \$125.00 as a new electric service connection fee, payable at the time that the building permits are let. All new connections will be done during normal business hours. All meters so installed shall be and remains the property of the city and shall be maintained and kept in repair by the department without cost to the user. All temporary electric service shall be metered and all charges imposed by this section shall apply thereto. The city shall charge and collect in advance from the user, property owner, contractor, or agent a total of \$50.00 as a new Temporary Construction Service connection fee or \$50.00 as a new Temporary Short-term Service connection fee, payable at the time that the building permits are let. All temporary service connections will be done during normal business hours.

(Code 1983, § 23-20)

State law references: User fees authorized, F.S. § 166.201.

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James W. Dean

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DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 9.0

CITY OF GREEN COVE SPRINGS

Sec. 78-35. Penalties.

- (a) Except as provided in subsection (b) of this section, any person who shall violate any provision of this article shall be guilty of an offense against the city, and shall also become liable to the city for any expense, loss, or damage occasioned by the city by reason of such violation.
- (b) Nonpayment of electric charges shall not be deemed an offense against the city.

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James W. Dean

DIRECTOR
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ORIGINAL SHEET NO. 10.0

CITY OF GREEN COVE SPRINGS

Sec. 78-36. Sale of electric utility services; franchise required.

(a) No entity or person may sell, wheel or provide electric utility services to any customer within the corporate limits of the city, as those corporate limits may be extended from time to time, without first obtaining a franchise from the city. Such franchise will permit the person or entity to sell, wheel or provide such electric utility services within designated geographical areas of the city's corporate limits and to designated service locations. If granted, the franchise agreement shall contain, at a minimum and at the discretion of the city, the term of the agreement, the franchise fee or other valuable consideration that is to be paid to the city, the specific electric utility services to be provided within the city limits, the geographical areas and service locations to be served, appropriate terms and conditions of service, including provisions and conditions for the utilization of the city's streets and rights-of-way, and appropriate health and safety regulations. However, the terms of the franchise agreement shall not be construed to limit the city's ability to require permits for the construction or maintenance of such electric utility facilities. Any fees required by the city for such permits will be in addition to the franchise fee. A copy of the form of the franchise agreement to be utilized is attached to the ordinance from which this section derived as Exhibit A and may be found on file for inspection in the city clerk's office.

(b) Existing electric utility facilities and infrastructure situated within the corporate limits of the city, may not be extended or modified without the approval of the city and not until such time as the owner or operator of any such electric utility facilities and infrastructure enters into a franchise agreement with the city.

(c) Occupation of the city's streets and rights-of-way by providers of electric utility services may be subject to the payment of rent in addition to any payments required pursuant to a franchise agreement. The rental fee for occupying the city's streets and rights-of-way will be determined by the city council on a case-by-case basis.

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ORIGINAL SHEET NO. 11.0

CITY OF GREEN COVE SPRINGS

Secs. 78-37--78-55. Reserved

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 12.0

CITY OF GREEN COVE SPRINGS

Sec. 78-56. Application for electric service; deposit application constitutes contract upon acceptance.

(a) All applications for electric service shall be made to the city, in writing, on forms provided for that purpose and shall, among other things, state fully all the purposes for which such electrical service is required, and the location of the premises to be supplied, and shall be signed by the owner, tenant or occupant of the premises. In the case of property being used for residential property, the application shall be accompanied by a deposit not less than \$250.00. All residential deposits are eligible for refund upon written request to the city after 12 consecutive months of service, provided service has not been terminated nor subject thereto for nonpayment, customer has not been delinquent, i.e., subject to late charge and no payments in any form have been returned against the account during those 12 consecutive months, and further, that no evidence of meter tampering has occurred. The refund will be applied to any outstanding balance on the account at the time of the request. All customers with deposits of less than the foregoing figure whose subsequent practices place them as ineligible to have received such deposit refund had such been available to them, shall be required to establish the new customer deposit prior to reconnection. Failure to so provide such new deposit shall constitute grounds for service disconnection. In the case of a commercial or industrial customer, the deposit shall be two times an average month's bill for all services of a similar nature, including power cost adjustment and other charges constituting the total bill. Such application, when accepted by the city, upon its performance of the service applied for, shall constitute a contract between the applicant to pay the city for the services rendered its prescribed rates therefore and to comply with all of the rules, regulations and ordinances applicable to such service. Non-residential utility deposits may be made via cash, irrevocable letter of credit or properly assigned certificates of deposit, or combination thereof, providing that those noncash forms must be issued by companies licensed to operate within the state and, in the case of banks, savings and loan associations and the like be eligible as public fund depositories as defined by the State of Florida Department of Banking. In the case of certificates of deposit, while the city shall hold the original instrument, interest may be paid to the owner directly from the financial institution. The city will not pay interest on any deposits.

A commercial or industrial customer may be required to increase their utility deposit if their utility usage increases to such that their deposit would not be sufficient to cover a two-months' average bill during the previous 12 consecutive months. In such case, the customer shall increase the

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ORIGINAL SHEET NO. 12.1

CITY OF GREEN COVE SPRINGS

deposit by making a new deposit of two times an average month's total bill within 2 months thereafter by paying not less than $\frac{1}{2}$ of such new deposit within three months and the total within 6 months.

(b) Reserved.

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 13.0

CITY OF GREEN COVE SPRINGS

Sec. 78-57. Letters of credit.

In lieu of making a cash deposit as required in section 78-56, a prospective commercial electric customer may post an irrevocable letter of credit with the city in the appropriate amount. The letter of credit shall, at a minimum, be subject to the following terms and conditions:

- (1) Be irrevocable until such time the account is closed and in favor of the city.
- (2) Require at least 30 days' written notice to the city before the letter of credit can be cancelled or terminated for any reason.
- (3) Be written with a bank or lending institution licensed to do business in the state.
- (4) Be in a form acceptable to the city and containing any reasonable provision to protect the city.
- (5) Have as the only condition to collection by the city, that the city present an affidavit by the city manager that the city electric customer owes the city a certain amount for past due utility services sold to customer by the city.
- (6) Renewed 45 days prior to the termination date.
- (7) The city may either waive or reduce an existing commercial electric utility deposit, when it is in the best interests of the City to do so, subject to terms and conditions established by the City Manager.
- (8) The city may waive the residential electric utility deposit and accept a signed letter from the new residential customer's previous utility provider, which among other items, must reflect:
 - a. The customer would have to have been a customer of the recommending utility company during the past 12 months.
 - b. The customer could not have been late during the 12 months.
 - c. The customer could not have had any returned checks on the account.
 - d. The customer would be responsible for obtaining the letter from the previous provider.
 - e. Even with a letter of good credit from another utility provider, the customer would be subject to all terms as other customers, including a deposit, if their account was ever disconnected for nonpayment.

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CITY OF GREEN COVE SPRINGS

Sec. 78-58. Reserved.

Editor's note: Ord. No. O-01-2006, § 1, adopted Jan. 3, 2006, repealed § 78-58 in its entirety. Former § 78-58 pertained to late payment penalty and delinquency date for payment of utility bills and derived from Code 1983, § 23-31.2.

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CITY OF GREEN COVE SPRINGS

Sec. 78-59. Connection to electric system after disconnection from such system or other utilities.

(a) *Generally.* No applicant for electric service from the electric system of the city who has previously been disconnected from the electric system for nonpayment of electric charges or any other utility service shall be permitted to have a connection with the electric system until all such delinquent charges have been paid to the city, together with the amount of the applicable connection or reconnection charges as prescribed by ordinance, except as set forth in this section.

(b) *Reconnection charge.* A charge of \$40.00 shall be made for reconnecting service, during normal work hours, where service has been disconnected for nonpayment of bill or for any other violation of the service agreement or contract in this article.

(c) *After hour turn-ons.* Where the power has been disconnected as a result of default of the customer, the customer may elect to have their power restored after hours, if the customer agrees to pay a 2 hour minimum charge for the salary and benefits at the overtime rate of an employee being called out to restore the power. This fee must be paid in cash or by money order by 8:00 am the following business day.

(d) *Additional charge for unsuccessful meter reconnection.* A charge of \$50.00 shall be made for each unsuccessful meter reconnection by the city due to dangerous conditions at the site of the meter from vicious, sick or ferocious dogs, cats, or other animals or conditions related to gates, fences, tampering or access to the electric point of service. This is in addition to the normal applicable reconnection fees.

(e) *Additional charge for meter disconnection at pole.* A charge of \$50.00 shall be made for disconnection of service at the pole, rather than the meter, where such pole disconnection is caused by physical barriers such as fencing or shrubbery or dangerous conditions at the meter such as vicious, sick or ferocious dogs, cats, or other animals or conditions, or where the customer's meter is inaccessible. This is in addition to the normal applicable reconnection fees.

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CITY OF GREEN COVE SPRINGS

Sec. 78-60. Termination of contract for electric service by applicant.

An applicant for electric service may terminate his contract for such service at any time by giving notice in writing to the city at its office in the city hall building and by paying all amounts due for services up to the date of receipt of such notice by the city. In case such notice is not given or the bills due for services are not paid, then such user shall continue to be liable for electricity consumed thereafter and for the minimum monthly rate or charge in case no electricity is consumed, even though he may vacate the premises or the premises may be occupied by other parties who fail to make application for service. Verbal notices shall not be binding upon the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-61. – Change of ownership or occupancy of premises.

In the event of any change of ownership or occupancy of any premises served by the electric system of the city, such new owner or occupant shall immediately notify the city of such change in writing. If any such new owner or occupant shall fail to give such notice, or shall fail to apply for electric service, and if the prior owner or occupant shall have failed to terminate his contract with the city for electric service, then the use of the electric service of the electric system of the city shall be deemed to be an acceptance by such new owner or occupant of all of the contract obligation of the prior owner or occupant to the city, and such new owner or occupant shall continue to be subject to all of the provisions of this article as fully and completely as if such new owner or occupant had applied for electric service and such application had been accepted by the city under section 78-56.

(a) Proof of Occupancy.

All new applicants for utility service shall provide proof of occupancy in the form of either a lease agreement, deed, or other acceptable proof of occupancy with the utility applicants' name on the document as the responsible party, owner, or joint owner.

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CITY OF GREEN COVE SPRINGS

Sec. 78-62. Persons liable under contract or application.

The agents, trustees, receivers, administrators, executors, or anyone handling properties for owners or tenants who sign an application for electric service on behalf of principals, shall jointly and severally be liable with the principals under the terms of the contract of application, which contract shall remain in effect until written notice has been received by the department for discontinuance of service.

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CITY OF GREEN COVE SPRINGS

Sec. 78-63. Electric service not guaranteed; right of city to turn off electricity.

The city shall not guarantee an uninterrupted supply of electricity and shall have the right to shut off the electricity at any time for the purpose of making repairs or extensions or for other purposes incidental to the electric supply, and will not be responsible for any damage resulting therefrom. The city shall have the right to turn off electric service at the main disconnect for the protection of the city where the customer has been found to be using electricity illegally, or is found to have a customer-owned infrastructure electrical condition which could cause damage to the grid, and to assess the regular schedule of fees for restoration of service.

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CITY OF GREEN COVE SPRINGS

Sec. 78-64. Special contracts for electric services.

Charges for electric service furnished under contracts heretofore entered into by the city shall be at the rate set forth by ordinance. The city may also enter into separate contract for electrical service based on special conditions. Such contracts shall be approved by a majority vote of the city council.

(Code 1983, § 23-37)

Secs. 78-65--78-80. Reserved.

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CITY OF GREEN COVE SPRINGS

Sec. 78-65. Medically Essential Service.

For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certification of a physician licensed to practice in the State of Florida. Service is medically essential if the customer requires continuous twenty-four hour use of electric powered medical equipment which is necessary to sustain life or to avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address.

The physician's certification will be provided on the form provided by the City and will specify the life sustaining equipment requiring twenty-four hour use. Certification as a Medically Essential Service Customer shall be renewed annually. Failure to renew the form annually will result in removing the customer from the Medically Essential Service List. This certification shall not exempt the customer from timely payment of their electric bill, guarantee uninterrupted service, or assign a priority status for restoration of service during outages.

Should the account of a Medically Essential Service Customer become delinquent and subject to disconnection, the city shall provide written notice specifying the date of disconnection at least 24 hours prior to disconnection.

A customer certified as a Medically Essential Service Customer shall be solely responsible for any back-up equipment and/or power supply and planned course of action in the event of a power outage. The City does not assume and expressly disclaims any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact or otherwise advise of service interruptions; or except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the City.

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CITY OF GREEN COVE SPRINGS

Secs. 78-66---78-80. Reserved

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James W. Dean

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CITY OF GREEN COVE SPRINGS

Sec. 78-81. Free electricity prohibited.

No free electric service shall be furnished or rendered to any person or to the state, or any public agency or instrumentality.

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CITY OF GREEN COVE SPRINGS

Sec. 78-82. Rates for governmental agencies.

All electricity used by any political subdivision or public agency, county, state or federal shall be subject to the rate schedule established in section 78-83, unless otherwise provided for by section 78-64.

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DIRECTOR
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CITY OF GREEN COVE SPRINGS

Sec. 78-83. Rate schedule for electricity furnished.

The following schedule of rates and charges to be imposed, assessed and collected by the city for electric energy, facilities and services furnished by the city to its customers, including the initial deposit, and other connection and service charges, is hereby adopted and established. Such rates shall be reviewed annually.

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CITY OF GREEN COVE SPRINGS

Residential service, as defined in section 78-31, for the following:

a. *Character of service*: Alternating current; regulated frequency of 60 cycles; delivered at approximately 120/240 volts, single-phase; other phases and voltages as required when available.

b. *Available*: Within the service area of the electric utility of the city.

c. *Monthly meter reading*: All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged the rate provided in subsection (1)d of this section.

d. *Rate per month*: Customer service charge . . . \$12.00

shall apply to each account whether or not there is consumption.

Energy charge for the first 1000 kWh consumed in a billing month, per kWh . . . \$0.083

Energy charge for each additional kWh above 1000, per kWh . . . \$0.087

e. *Minimum monthly bill*: A minimum monthly electric bill shall be rendered to each customer whose application has been approved for residential service, for an amount equal to the customer service charge.

f. *Bulk power cost adjustment*: As provided in subsection (6)b of this section.

g. *Rolling 12-month average payment option*: Notwithstanding subsections (1)a-f above, residential electric customers who meet the following criteria and have a thirty six (36) month account history with the City may pay their monthly electric bill using a rolling 12-month average if:

1(a). Customer is 65 years or older with proof of age; or

2(b). Customer has a military related disability with proof of 100 percent disability

3. Customer must not have paid a utility bill ten or more days after the past due date, making the account subject to disconnection, within the prior rolling 12 months.

4. Customers with multiple residential accounts are only qualified for their personal residence account.

A customer may be removed from this plan for one or more of the following reasons:

1. Account is paid later than 25 days after the billing date making the customer subject to disconnection;

2. Returned check;

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DIRECTOR
DIVISION OF ECONOMICS

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CITY OF GREEN COVE SPRINGS

3. If differential balance is greater than 50 percent of the monthly average payment;
4. Violation of any city Code.
5. Customer voluntarily removes themselves from the program.
 - h. Once removed from the program the customer must:
 1. Pay the current balance billed plus any differential due to the leveled billing at the time of termination or, if so entitled, receive a refund from the city.
 2. Pay the future bills at the actual usage and billing for the period. No averaging will be used in future bills after termination or, if so, entitled, receive a refund from the city.
 3. Customer cannot go back on the program for 36 consecutive months and must meet the criteria applicable at the time of reapplication.

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DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 27.0

CITY OF GREEN COVE SPRINGS

General service non-demand (commercial), as defined in section 78-31, for the following:

- a. *Character of service*: Alternating current; regulated frequency of 60 cycles; delivered at approximately 120/240 volts, single-phase; other phases and voltages as required when available.
- b. *Available*: Within the service area of the electric utility of the city.
- c. *Rate per month*: Customer service charge . . . \$12.00
Energy charge (all kWh), per kWh . . . \$0.091
- d. *Minimum monthly bill*: A minimum monthly electric bill shall be rendered to each customer whose application has been approved for general service nondemand service, for an amount equal to the customer service charge.
- e. *Bulk power cost adjustment*: As provided in subsection (6)b of this section.

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CITY OF GREEN COVE SPRINGS

General service demand (commercial), as defined in section 78-31, for the following:

- a. *Character of service*: Alternating current; regulated frequency of 60 cycles, single-phase or three-phase, at voltages less than 600 volts line-to-line, as required when available.
- b. *Available*: Within the service area of the electric utility of the city. Applicable to all customers who qualify for a demand rate who have an operable demand meter installed, as defined in section 78-31 of this article.
- c. *Rate per month*: Customer service charge . . . \$50.00
Demand charge (all kW), per kW . . . \$8.50
Energy charge (all kWh), per kWh . . . \$0.061
- d. *Minimum bill*: The customer service charge, plus the demand charge times the Minimum Demand kW.
- e. *Bulk power cost adjustment*: As provided in subsection (6)b of this section.

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

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CITY OF GREEN COVE SPRINGS

General Service Large Demand (industrial), as defined in section 78-31, for the following:

a. *Character of service*: Alternating current; regulated frequency of 60 cycles, single-phase or three-phase, at voltages less than 600 volts line-to-line, as required when available.

b. *Available*: Within the service area of the electric utility of the city. Applicable to all customers who qualify for a demand rate who have an operable demand meter installed, as defined in section 78-31.

c. *Rate per month*: Customer service charge . . . \$225.00

Demand charge (all kW), per kW . . . \$9.50

Energy charge (all kWh), per kWh . . . \$0.051

d. *Minimum bill*: The customer service charge, plus the demand charge times the Minimum Demand kW.

e. *Change of classification of account*: Any existing General Service Large Demand customer who constructs additional facilities under a separate demand metered account, may have such new account classed as General Service Large Demand from the date of service connection provided the following are met:

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1. The existing General Service Large Demand account has maintained a minimum kilowatt demand of 1,000 kW or greater for each of the preceding 12 months; and
2. The new account, in the sole opinion of the city, is anticipated as attaining in not less than six months a monthly demand of 200 kw or greater and a load factor of greater than 70 percent. Should such new account not have met such criteria after 12 months of operation, the city shall allow such account to continue as General Service Large Demand provided the customer's combined General Service Large Demand accounts when summed together would qualify for such classification based on section 78-31 of this section.

f. Bulk power cost adjustment: As provided in subsection (6)b of this section.

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CITY OF GREEN COVE SPRINGS

Master-metered Service, as defined in section 78-31, for the following:

- a. *Character of service*: Alternating current; single or three phase, regulated frequency of 60 cycles; at a locally-available system primary voltage.
- b. *Available*: Within the service area of the electric utility of the city. This rate schedule is not available to residential subdivisions or individually metered residences or businesses, and resale of electric service is not permitted.
- c. *Rate per month*: Customer service charge . . . \$50.00
Energy charge (all kWh), per kWh . . . \$0.088
- d. *Minimum bill*: The customer service charge.
- e. *Bulk power cost adjustment*: As provided in subsection (6)b. of this section.

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ORIGINAL SHEET NO. 31.0

CITY OF GREEN COVE SPRINGS

Rate stabilization fund. An amount may be established from time to time by the city by resolution to be deposited (rate stabilization fund deposit or RSFD) in a rate stabilization fund which shall be used at the discretion of the city council to offset increases in the cost of power to the city (rate stabilization fund adjustment or RSFA) or for other lawful electric utility purposes, including but not limited to expansions, renewals and replacement of electric utility facilities. The rate stabilization fund deposit and rate stabilization fund adjustment, if any, may be included in the calculation of the bulk power cost adjustment in accordance with the provisions in subsection (6)b of this section, or may be handled in a similarly equitable manner as a separate billing line item.

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CITY OF GREEN COVE SPRINGS

Bulk power cost adjustment. The bulk power cost adjustment (BPCA) will be determined each month by the city. This factor is designed to recover the cost of bulk power supply and related expenses actually incurred by the city to provide electric service to its customers. Bulk power supply costs shall include the following:

1. Cost of power purchased from any bulk power supplier for use in the city's electric system.
2. The cost of transmission services to deliver bulk power to the city's substations.
3. The cost of any equipment owned or leased by the city to generate power.
4. The cost of operation including fuel and maintenance of city-owned or operated power generating equipment.
5. Other costs directly related to securing bulk power supply for the city, such as professional services to issue, evaluate, and negotiate bulk power supply contracts, and regulatory fees associated with bulk power supply.

If the BPCA under recovers the actual costs of bulk power supply and related expenses, the city will increase the BPCA to collect the under recovery. If the BPCA over collects actual costs of bulk power supply and related expenses, the city will decrease the fuel adjustment to credit back to customers the over recovery. In order to stabilize fluctuations in the BPCA, the city manager may determine to phase in such increases or decreases over time. In no case, however, will cumulative under or over collections be allowed to exceed six percent of the fiscal year's annual adopted bulk power supply budget without appropriate adjustments to the BPCA. All over recovered funds remaining at the end of a fiscal year would be carried over to the subsequent fiscal year to be applied to the BPCA calculation for future months.

Applicability. To be added or subtracted from the rate per kWh of each filed rate schedule, and applied monthly to all energy delivered to customers of the City of Green Cove Springs electric system.

Calculation.
$$\frac{(\text{BPCA} \pm \text{BPCT} \pm \text{RSFA}) \times \text{System Loss Factor} - \text{PCB}}{\text{(kWh Purchased)}} = \text{BPCA}$$

Definitions.

Bulk power cost adjustment (BPCA) means the difference between the adjusted bulk power unit cost and the power cost base, stated in cost per kilowatt-hour, as determined by the calculation. This is also referred to as the purchased power/fuel adjustment factor.

Bulk power cost (BPC) means all electric energy costs during the calculation period related to the purchase of wholesale power and the capacity costs associated with the Joint Action Agency ownership of generation.

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CITY OF GREEN COVE SPRINGS

Bulk power cost true-up (BPCT) means the difference between the bulk power cost actually incurred and the bulk power cost recovered through the power cost base and the bulk power cost adjustment may be deposited in or removed from a true-up account, as applicable. The BPCT is that portion of the true-up account to be recovered from or returned to customers through the calculated BPCA.

Power cost base (PCB) means the bulk power-related cost that is embedded within the base retail rate, stated in cost per kilowatt-hour. The energy charge includes a power cost base of \$0.060150 per kWh in the base rate.

Rate stabilization fund adjustment (RSFA) means the funds to offset sudden and/or temporary changes in the cost of power may be deposited in or removed from a rate stabilization fund, as applicable. The RSFA is that portion of the rate stabilization fund to be recovered from or returned to customers through the calculated BPCA.

System loss factor means the factor applied to adjust the bulk power unit cost from a basis of cost per kilowatt-hour of purchases to a basis of cost per kilowatt-hour of sales.

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CITY OF GREEN COVE SPRINGS

Rates when demand meter is not installed. All customers who qualify for the General Service Large Demand, general service demand, or the master-metered rate class will be billed under the general service nondemand rate until such time as an operable demand meter, as defined in section 78-31, is installed by the city for that customer.

(Code 1983, § 23-53.1; Ord. No. O-16-99, § 1(23-53.1), 4-27-1999; Ord. No. O-14-2000, § 1(23-53.1), 11-21-2000; Ord. No. O-08-2007, § 2, 6-5-2007; Ord. No. O-12-2008, § 1, 6-17-2008)

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CITY OF GREEN COVE SPRINGS

Sec. 78-84. Charge for resetting meters.

There is imposed a charge of \$40.00 for resetting any meter which has been removed due to meter tampering. This is in addition to any other applicable fee assessed on delinquent accounts or accounts disconnected as a result of meter tampering. At the city's option a Tamper Detection Electric Meter may be installed due to non-payment, tampering or accessibility problems. If so, a monthly rental fee of \$5.00 will be added to the customers' bill as long as the Tamper Detection Electric Meter remains in place. Upon request, after a minimum of 12 consecutive months of on-time payments, no tampering, and the removal of any impediments to meter reading, the Tamper Detection Electric Meter may be exchanged for a regular meter.

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CITY OF GREEN COVE SPRINGS

Sec. 78-85. Adjustment of charges.

When a customer's electric bill is unusually high due to some fault of the city, or where an error in meter reading occurs, the customer's electric bill shall be adjusted to a normal bill based on the average of the twelve previous month's consumption plus, where applicable, an adjustment for any unusual increase or decrease in consumption during the month in question based upon prior years' experience at the city's sole discretion.

Notwithstanding the foregoing to the contrary and for this and all other instances wherein the city has underbilled a customer for electric usage due to city error, the city shall be allowed to collect from the underbilled customer, based upon prior experience, at the city's sole discretion to the maximum allowed by law.

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ORIGINAL SHEET NO. 36.0

CITY OF GREEN COVE SPRINGS

Sec. 78-86. Fees for capital installation in the electric department.

- (a) *New facilities for permanent service:* As required under this Code, electrical supply systems shall be placed underground. Any exceptions must be approved by city council during the application process defined in this Code. This section covers the addition, modification, or upgrading of the city's existing power distribution system to provide or expand electric service to new or existing customers.
- (b) *Single-phase customers.* The city will determine the cost of new Underground single-phase service facilities and the current costs for providing Standard single-phase service as indicated in subsection (h) of this section. If total cost of new facilities is higher than the cost for providing Standard single-phase service, the customer shall pay to the city a contribution in aid of construction (CIAC) equal to the difference between the total estimated installed cost of the new facilities and the cost for standard single-phase service as updated from time to time. Payment of the CIAC shall be as indicated in subsection (i) of this section.
- (c) *Three-phase customers.* The city will determine the cost of new underground three phase service facilities and the current costs for providing Standard Three-Phase Service as indicated in subsection (h) of this section. The customer shall pay to the city a contribution in aid of construction (CIAC) equal to the difference between the total estimated installed cost of the new facilities and the cost for Standard Three-Phase Service as updated from time to time. The minimum CIAC shall be $\frac{1}{2}$ of the estimated installed cost of the new facilities. Payment of the CIAC for commercial accounts shall be as indicated in subsection (i) of this section.
- (d) *New subdivisions.* As required under this Code, electrical supply systems in new subdivisions shall be placed underground. Any exceptions must be approved by city council during the application process defined in this Code.

The developer shall be responsible for paying a capital installation fee of \$1,300.00 per lot. The fee shall be paid to the city within 30 days of the subdivision plat recording date. The developer is also responsible for providing and installing a complete underground electric conduit system from the city's designated primary connection point for the subdivision to the city's designated service point for each lot as required under this Code and as approved by the city. Conduit quantities and sizes shall be as directed by the city. Developer shall also be responsible for providing and installing concrete pads for electrical equipment as specified by the city, and for reimbursing the city for all design engineering costs associated with the installation of the underground system. Installation of underground conduits and concrete pads shall adhere to the

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requirements of the National Electrical Safety Code (ANSI C2, latest edition), section 32, "Underground Conduit Systems." Conduit routing and terminations, and locations of equipment pads shall be provided by the city during the application process. All charges hereunder for platted subdivisions in the city's service area shall be due within 30 days from the date of platting.

The city will furnish, install, and connect underground supply cables, pad mounted transformers, switches and other equipment associated with the underground primary distribution system. The city will also make final service connections within the subdivision as indicated in subsection (f).

- (1) *Contribution in aid of construction for overhead power supply system within new subdivision.* Contribution in aid of construction will be required if city council approves overhead placement of the power supply system within a subdivision. Contribution in aid of construction will be estimated by the city and shall include all material, labor, equipment and engineering costs for furnishing and installing the facilities required to provide service to all lots within the subdivision. Payment of contribution in aid of construction shall be as indicated in subsection (i).
- (e) *New underground services from an overhead source.* When a customer desires placement of new service facilities underground, where the city's distribution facilities are located overhead, the customer shall furnish and install meter housing, conduit and conductors from meter housing to an overhead source pole as identified by the city, and terminate conductors at the meter housing; none of which will be undertaken by the city with the exception of furnishing the meter and meter socket if the service is single phase, 200 amps or less. The customer shall furnish enough additional conductor coiled at the base of the overhead source pole for the city to make the necessary connections to such pole. Length of additional conductor to be furnished will vary with pole height and shall be as determined by the city. The customer shall be responsible for the maintenance of these types of services.
- (f) *New underground services from an underground source.* In areas where the city's distribution facilities are located underground, a customer shall furnish and install meter housing, conduit and conductors from meter housing to an underground source facility as identified by the city, and terminate conductors at the meter housing; none of which will be undertaken by the city with the exception of furnishing the meter and meter socket if the service is single phase, 200 amps or less. The customer shall furnish enough additional conductor coiled within the underground source facility for the city to make the necessary connections to such facility. The customer shall coordinate conductor installation with the city to gain access into underground source facility. The customer shall be responsible for the maintenance of these types of service.
- (g) *Placement of existing overhead services underground.* If a customer desires to place an existing overhead service underground, the customer shall pay the entire cost for converting from overhead to underground service. The city will waive connection fees for such conversions. The customer shall furnish and install meter housing, conduit and conductors from meter housing to an overhead source pole as identified by the city, and terminate conductors at the meter housing; none of which will be undertaken by the city. The customer shall furnish enough additional conductor coiled at the base of the overhead source pole for the city to make the necessary

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connections to such pole. Length of additional conductor to be furnished will vary with pole height and shall be as determined by the city. The customer shall be responsible for the maintenance of these types of services.

- (h) *Determination of cost of an expanded service.* Total cost of an expanded service shall be determined by the city and shall include all material, labor, equipment and engineering costs associated with designing, constructing and decommissioning facilities required to accomplish the expanded service. If some facilities are intended to serve other or future customers, the city may assign a pro-rata share of the total cost to such customers. If the city constructs additional facilities in conjunction with the expanded service to improve overall system operations, the resulting incremental portion of the total cost will be borne by the city. The city will provide an estimate of material, labor, equipment and engineering costs for installing the facilities required to provide the requested expanded service. The city's estimate will be based on historical information on labor, equipment and engineering costs and vendor-provided information for material costs together with a 35 percent fee applied to such costs for city administrative overhead. Such estimate will be used to determine potential contribution in aid of construction charges to the customer. Actual costs will be based on actual material, labor, equipment and engineering costs incurred by the city in providing the requested expanded service together with a 35 percent fee applied to such costs for city administrative overhead. The city may collect from the customer the difference between the estimated and actual contribution in aid of construction costs.
- (i) *Payment of contribution in aid of construction.* If a contribution in aid of construction is required, it shall be paid in cash at the time service is requested. Installation of new service facilities will commence when the city receives full payment of contribution in aid of construction.
- (j) *Power and distribution services purchase agreement.* A power and distribution services purchase agreement will be required if the city determines that such an agreement is needed to assure continuity of service allowing the city to recover its investment. The agreement period shall be a minimum of five years.
- (k) *Contract surety.* At the discretion of the city, a contract surety such as a payment bond, letter of credit, or other such guarantee of payment may also be required. The amount of surety shall not exceed the cost for new or expanded service determined in accordance with subsection (e) of this section. The customer shall sign the agreement before installation of new facilities begins.
- (l) *Waiver of contribution in aid of construction.* At its sole discretion, the city council may waive the surety requirement and contribution in aid of construction requirement in part or in whole, if it determines it is in the best interest of the city to do so after considering the costs of providing new facilities, any savings resulting from providing more than one utility to the customer, the return on investment, and the current standing of customer with other utilities provided by the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-87. Minimum electric department service fee.

The city shall charge and receive funds for work performed by its electric department under the following schedule:

Equipment.

Bucket truck, per hour \$31.25
Digger, per hour \$29.00
Pickup truck per hour \$14.00

Materials. At cost. Plus 20% overhead

Wages.

Work performed after normal working hours. Salaries are paid employees called out at 1.5 times their regular rate, plus an additional 20 percent benefit charge added to the gross salary.

Work performed during working hours. Salaries are paid employees working on the project at straight time, plus an additional 20 percent benefit charge is added to the gross salary.

General and administrative charges. A 35 percent general and administrative charge is added to the reimbursable. This is computed on the total salaries (including benefit charge), materials and equipment.

Three hour minimum. There shall be a minimum three-hour charge for all reimbursable wages and overhead on work performed after regular working hours.

The term "reimbursable wages and overhead" shall be defined as those costs due the city from a third party for damage to its electrical system caused by such third party, or those costs due the city for work performed by the city on non-city-owned electric distribution lines and components thereof.

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CITY OF GREEN COVE SPRINGS

Sec. 78-88. Customer owned transformers.

The city shall not be required to own, stock, or be responsible for the maintenance of transformers with kilovolt-amperes exceeding 750 kVa.

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CITY OF GREEN COVE SPRINGS

Sec. 78-89. Billing and collection procedure generally.

(a) Bills for electric service provided to a customer shall be rendered monthly by the city, payable on or before the due date as stated on the bill, without discount for prompt payment. If any bill shall not be paid on or before the due date, such bill shall become delinquent. Any payment on such bill made thereafter, except as otherwise described in this section, shall be subject to a late fee of five percent of the unpaid bill with a minimum of \$5.00 and a maximum of \$500.00. Such bills shall include the electric customer charges applicable to the month preceding the month in which the bills are rendered, all delinquent charges and all other charges due. Notwithstanding the foregoing, no customer balance of \$10.00 or less shall be subject to a late charge in any given month and any utility account in which the person considered to be primarily responsible has attained his 65th birthday as of the billing date, where such statement of age can be documented in a form acceptable to the city, shall similarly be exempt from such late charges. Such exemption shall also apply to duly documented recipients of permanent and total Social Security disability benefits for the account holder. Any exemption for late fees shall apply to only one residential unit and the exempt customer must reside at that residence full time. All other agencies and organizations, both government and non-government, shall be subject to the late fee penalty. The documentation may include but not be limited to valid driver's license, medical cards, voter registration cards, passports and similar such identification. In all cases it shall be incumbent on the customer to so advise the city as to eligibility for such exemptions. Should such request be made but inadequate documentation be presented, upon such subsequent proof of age, all late charges applied in the interim shall be forgiven and credited back to the customer up to the last twelve month's charges. The City reserves the right to request re-verification of this information as it deemed appropriate.

(b) All payments shall be paid at city hall or through an automated payment system.

(c) No employee of the electric department or any other department is permitted to accept any moneys due the department except at city hall. All moneys due the department must be paid at city hall. No departmental employees are permitted to demand or accept any remuneration for service rendered in their line of duty.

(d) The city shall have the right to transfer a delinquent utility bill at one address to the account of the same customer at another address, and shall have the right to refuse to furnish electric service or to discontinue furnishing electric service at the latter address for nonpayment of the transferred bill.

(e) The City shall have the right to transfer any unpaid balance from one closed utility account to another utility account if it is determined the customer not paying the delinquent bill is residing at the new address and/or benefiting from utilities at the new address.

(f) Where the meter cannot be accessed by the meter reader, the city may estimate the customer's bill and require the customer have a Tamper Detection Electric Meter installed at the premise at the customer's expense.

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- (g) Notwithstanding anything in this section to the contrary, each user of electricity that has an electric meter shall be billed the applicable charge for each billing period.
- (h) Notwithstanding anything herein to the contrary, the city shall only be allowed to collect for underbilled electrical usage for one year prior to discovery of the underbilling which was caused due to city error. Underbilling caused by other than city error shall not be limited to one year, however.
- (i) There will be a \$20.00 charge for each check returned unpaid.
- (j) Electric sales will not be subject to either utility taxes or surcharges. Florida Gross Receipts Taxes will appear on the bill in their entireties, however the first 1 ½% of such tax is treated as an imbedded cost and shall not increase the customer's bill.

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CITY OF GREEN COVE SPRINGS

Sec. 78-90. Use of funds.

All revenues received, collected and derived from the electric charges imposed by ordinance shall be placed as received from the customer by the city into a special fund to be known and designated as the "electric revenue fund," which fund shall be kept separate and apart from all other funds of the city. The monies in such fund shall be used for the following purposes:

- (1) Operation, repair and maintenance of the electric system of the city;
- (2) Construction or acquisition of any electrical system and the construction or acquisition of extensions, additions, renewals or replacements to the existing electric system of the city; and
- (3) Paying all or any part of the debt service requirements of bonds issued to finance the cost of construction or acquisition of capital improvements described in subsection (2) of this section, in such amounts or proportions of such monies as may be pledged by ordinance. Remaining monies may be transferred to the city general fund for any authorized use.

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CITY OF GREEN COVE SPRINGS

Secs. 78-91--78-105. Reserved.

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CITY OF GREEN COVE SPRINGS

Sec. 78-106. Federal rules adopted.

The city hereby adopts by reference the rules for compliance with Federal Energy Regulatory Commission Order No. 69 entitled "Co-generation and Small Power Production," a copy of which is on file with the city clerk.

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CITY OF GREEN COVE SPRINGS

Sec. 78-107. Liability for damage to city property.

The electric customer will be held responsible for all damages to, or loss of city's property located upon customer's premises, unless such loss or damage is occasioned by the city's acts.

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CITY OF GREEN COVE SPRINGS

Sec. 78-108. Unsafe, etc., installations.

The city reserves the right to refuse service to any new installation or to disconnect service to any existing installation that, in its sole opinion, is unsafe and/or not in accord with all ordinances. The city will not be responsible for defective wiring or defective equipment of the customer or damage resulting from such defects.

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CITY OF GREEN COVE SPRINGS

Sec. 78-109. Service from overhead wires; location of service entrance.

- (a) The location of the service entrance is important to both the customer and the city. In order to avoid errors, it is essential that the customer, architect, or contractor learn from the city where the service wires will enter or be attached to the building.
- (b) The customer shall provide and install all material or equipment required for connecting the customer's service equipment to the service drop or source of supply. The city will provide meter and meter base for new single phase services of 200 amps or less (meter base to be installed by the customer).

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CITY OF GREEN COVE SPRINGS

Sec. 78-110. Minimum vertical clearance of wires aboveground.--- (reference only)

(a) The minimum vertical clearance of electric wires above the ground shall be as follows:

TABLE INSET:

Where wires cross over	0--150 volts to ground (in feet)	150--300 volts to ground (in feet)	Over 300 volts to ground (in feet)
Public streets, alleys or roads in urban or rural districts	18	18	20
Residential property including driveways to residents	12	12	20
Spaces or ways accessible to pedestrians only	10	12	15

(b) If the construction of the building does not provide these clearances, a pipe extension as shown in Figure 2 of the drawings attached to Ordinance No. O-9-71 which are on file in the city clerk's office, must be provided by the customer.

(c) Drive-ins where car and truck traffic may pass under service wires must maintain the same clearances, to ground from the service wires, as designated in "public streets, alleys, or roads in urban or rural districts" of the table in subsection (a) of this section.

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CITY OF GREEN COVE SPRINGS

Sec. 78-111. Installation of primary services.

- (a) All primary service conductors entering customer premises shall be installed in such manner and with such materials as to meet with the approval of the city
- (b) In cases where persons desire to purchase primary current from the lines of the city, such customer may be required to furnish and install a set of air-break disconnecting switches and an automatic oil switch of proper design and construction, such switch to be provided with overload relays and to be installed as near the point of service entrance as may be practicable, considering the character of building and accessibility in case of fire or other reasons for opening the service switch and disconnecting the premises from the feeder mains. The type, size and location of the service switch will in each case be determined by the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-112. Temporary service.

- (a) The city must be consulted for detail plans of each installation where temporary service is to be supplied. Temporary installations requiring special service, meter or other work for construction purpose, exhibits of short duration, etc., are made at the expense of the customer.
- (b) Service entrance, meter and other wiring for temporary installations shall be made and inspected in the same manner as permanent installations. (See Figure 3 of drawing attached to Ordinance No. O-9-71 on file in the city clerk's office.)
- (c) Temporary service shall be those services specified by the city at its' sole discretion.

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CITY OF GREEN COVE SPRINGS

Sec. 78-113. House trailers service.

Service will be provided to individual house trailers provided they adhere to city policy governing such house trailers. Due to the varying conditions for trailer connections, the city should be contacted before the trailer is permanently located.

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CITY OF GREEN COVE SPRINGS

Sec. 78-114. Motors.

All electric motors which are to be supplied with current by the city shall be 60 cycle, A.C. motors and shall be of such type, phase, voltage and other characteristics as may be determined by the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-115. Meter location, etc.

- (a) The meter location shall be as designated by the city. If a meter area is later enclosed the customer shall, at his expense, have the meter facilities moved to an outside location.
- (b) Meters for residents shall be outdoors.
- (c) The city will provide meter and meter base for single-phase services of 200 amps or less. Charges will be paid to the city for meter, meter base and instrument transformers, if required, on all single-phase service above 200 amps and all three-phase services regardless of service size.
- (d) The customer shall furnish and install meter boards, service switches, and other equipment to form a complete wiring system.
- (e) The number of meters shall be as determined by the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-116. Maintenance of meters.

The department shall maintain the proper operation of all meters. No repairs to meters shall be made other than by the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-117. Meter testing.

(a) Upon written authorization for the testing, a city electric meter will be tested by the city and in the event the meter, when tested, is found to be not more than two percent fast, the expense of the test shall be paid by the customer at a cost of \$20.00; otherwise, the expense of the test will be borne by the city. The meter testing fee shall be paid at the time of application or, at the option of the city, may be billed with the next regular monthly electric bill submitted to the customer.

(b) The written authorization form shall be in substantially the same form as that form attached to Ordinance No. O-19-82 and by reference made a part hereof.

(c) Customers may have their meters readings rechecked for accuracy 2 times per year without charge. The customer shall pay \$20.00 per recheck for all rechecks beyond the first 2 unless the meter has been read incorrectly in which case the customer will not be charged.

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CITY OF GREEN COVE SPRINGS

Sec. 78-118. Illegal connections and theft.

The city shall have the right to discontinue electric service in cases where an illegal connection and/or theft is found and to assess an average electric bill for such period as it has been established that the user has been receiving electric service without payment for such service. In addition, the customer shall pay a tampering fee of \$200.00 plus the reconnection fee and any other applicable charges and/or damage at the sole discretion of the city.

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CITY OF GREEN COVE SPRINGS

Sec. 78-119. Grounds for discontinuance of electric service generally.

Any electric service may be discontinued by the city:

- (1) For misrepresentation or concealment in the application as to the premises, or fixtures to be furnished with electric service, or the use to be made of such service.
- (2) For waste or excessive use of electricity through improper or imperfect wiring, fixtures or appliances or in any other manner.
- (3) For refusal or neglect to comply with any requirement of the city as to meter or service connection maintenance alteration or renewal or other requirement relating to the electric services of the city.
- (4) For the use of electric services for or in connection with or for the benefit of any other user or purpose other than that in the application.
- (5) For any interference or tampering, whether by act of commission or omission, with the meter measuring the electric supply, or with seals of any meter, or with any other portion of the electric system which was or is required by the city for controlling or regulating the electric service.
- (6) Where meter reader is consistently annoyed by sick or ferocious dogs, cats, or other animals.
- (7) Where inspection of the electric system is prevented.

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CITY OF GREEN COVE SPRINGS

Sec. 78-120. Inspection of electric system.

Subject to constitutional limitations, duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter upon any premises connected with the electricity of the city for the purposes of inspection and observation of electric supply wires and electric meters thereon and for making testings and readings of the electric meter or meters thereon, measuring the electricity which is or may be furnished through the electric system of the city, and for performing their duties under the provisions of this article. The customer shall not permit physical barriers such as fencing or shrubbery to make the electric system inaccessible. The customer may not allow dangerous conditions such as sick or ferocious dogs, cats, or other animals to prevent inspection of the electrical system.

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CITY OF GREEN COVE SPRINGS

NET METERING SERVICE RATE SCHEDULE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from GCS Electric under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed 2 megawatts (2 MW) that is located on the customer's premises and that is intended primarily to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:

Tier 1= 10kW or less;

Tier 2 = greater than 10kW and less than or equal to 100kW;

Tier 3 = greater than 100kW and less than or equal to two megawatts (2MW).

3. Is interconnected and operates in parallel with GCS electric distribution system;
4. Provides GCS Electric with an executed Standard Interconnection Agreement for Customer- Owned Renewable Generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and GCS Electric.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A Customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by GCS Electric will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from GCS Electric, and (2) excess energy (kWh) generated by Customer and delivered to GCS Electric's system. Such metering equipment shall be installed at the point of delivery at the expense of GCS Electric.

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ORIGINAL SHEET NO. 57.1

CITY OF GREEN COVE SPRINGS

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FM11PA or GCS Electric.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

BILLING: Customer shall be billed for its consumption and export of excess energy as follows:

- a) Customer shall be billed for the total amount of electric power and energy delivered to Customer by GCS Electric in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for GCS electricity. Any kWh of electric energy produced by the Customer-Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the GCS system shall be deemed as "excess customer-owned renewable generation." Excess Customer-Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.
- c) Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to Green Cove Springs' electric system during the previous billing cycle. The credit from GCS Electric shall be determined in accordance with the monthly reimbursement rate set by the Florida Municipal Power Agency.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by GCS Electric to the Customer, at GCS Electric's wholesale avoided cost rate.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid by GCS Electric.
- f) Regardless of whether any excess energy is delivered to the GCS electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
- g) Customer acknowledges that its provision of electricity to GCS Electric hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to GCS Electric pursuant to this Schedule, from all participating GCS Electric customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the Green Cove Springs electric system.

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. ME-15-010

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APPROVED: June 10, 2015

James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 57.2

CITY OF GREEN COVE SPRINGS

FEES: The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 - NO FEE

Tier 2 - \$ 320.00

Tier 3 - \$ 470.00

Tier 3 - Study Fee -Deposit of \$2,500.00 Customer to pay actual cost
(not-to-exceed \$2500.00).

Issued by: Danielle Judd
City Manager

FLORIDA PUBLIC SERVICE COMMISSION

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 58.0

CITY OF GREEN COVE SPRINGS

Secs. 78-122--78-150. Reserved.

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APPROVED: June 10, 2015

James W. Dean

DIRECTOR
DIVISION OF ECONOMICS



Green Cove Springs

321 Walnut Street
Green Cove Springs FL, 32043

For questions regarding your bill:
Phone - (904) 297-7500, select option 1
In Person - City Hall, 321 Walnut Street
Email - billing@greencovesprings.com

Visit us on the web at <http://www.greencovesprings.com>

ACCOUNT NUMBER	
LOCATION NUMBER	
PAY ID	
BILLING DATE	
SERVICE PERIOD	
PAST DUE	
CURRENT CHARGES	
TOTAL DUE	
DATE DUE	
AMOUNT DUE IF PAID AFTER (Includes penalty)	
CUT OFF DATE FOR CURRENT CHARGES	

SERVICE LOCATION	
CONSUMPTION HISTORY	

Service Code & Description	Previous Date	Previous Reading	Current Date	Current Reading	Mult	Usage	Charges

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



321 WALNUT ST
GREEN COVE SPRINGS FL 32043-3441

ADDRESS SERVICE REQUESTED

PHONE		
EMAIL		
BILL DATE	ACCOUNT NUMBER	DATE DUE
PAY ID	LOCATION NUMBER	TOTAL DUE
AMOUNT DUE IF PAID AFTER		

Amount Enclosed \$

Please update Phone and eMail Information if needed
Please remit and make checks in US funds payable to:

CITY OF GREEN COVE SPRINGS

321 WALNUT ST

GREEN COVE SPRINGS FL 32043-3441

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 60.0

CITY OF GREEN COVE SPRINGS

VE SPRINGS	16:34	CITY OF GREEN CO
04/23/2015		REGISTER
BRITNEY RICHARDSON		
011333	AMOUNT	
UPSD BRITNEY RICHARDSON	175.00	
PAYID: 6TCB		
PAYMENT RECEIVED		
CASH	AMOUNT	
TOTAL	175.00	175.00

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 610
CITY OF GREEN COVE SPRINGS

CITY OF GREEN COVE SPRINGS

321 WALNUT ST
GREEN COVE SPRINGS FL 32043-3441
(904)297-7500

UTILITY BILL

Account #	Name		
Location	Service Location		
Type	Payd	Bill Date	Due Date
FINAL	/	/	/
Bill Message			
ANY PAST DUE AMOUNTS ARE SUBJECT TO IMMEDIATE DISCONNECTION Pay online at: www.greencovesprings.com CUT OFF DATE FOR CURRENT CHARGES			

Service Code & Description	Previous Date	Reading	Current Date	Reading	Month	Usage	Year Ago	Charge
For Your Information								
STORM DRAINS ARE FOR RAIN WATER ONLY.	Usage History	Current Month	Prior Month	12 Months Prior	Total Current Charges			
	Electric	/			Due Date-Current Charges			
	Water				Amount Due After Due Date (Includes Penalty)			
					PAST DUE AMOUNT			
				TOTAL AMOUNT DUE				

WHEN PAYING IN PERSON, PLEASE BRING THE ENTIRE BILL WITH YOU
WHEN MAILING, PLEASE DETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PROVIDED

Account			
Location	/		
Phone			
Email			
Message			
Type	Payd	Bill Date	Due Date
FINAL	/	/	/
Amount Due After (Includes Penalty)			
TOTAL AMOUNT DUE			
Make Checks Payable To: City Of Green Cove Springs Please update Phone and Email Information if needed			

|||||||||||||||||||||||||||||||||||||

CITY OF GREEN COVE SPRINGS
321 WALNUT ST
GREEN COVE SPRINGS FL 32043-3441

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DOCKET NO. N/A

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 62,0

CITY OF GREEN COVE SPRINGS

**GREEN COVE SPRINGS ELECTRIC UTILITY
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 - 10 KW or Less

TIER 2 - Greater than 10 KW and Less Than or Equal to 100 KW

TIER 3 - Greater than 100 KW and Less Than or Equal to 2 MW

Green Cove Springs Electric Utility (GCS) customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with GCS's electrical system are required to complete this application. When the completed application and fees are returned to Green Cove Springs Electric the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Hall 321 Walnut Street, Green Cove Springs or may be downloaded from the city website at www.greencovesprings.com.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer's Address: _____

Reference or Model Number: _____

Serial Number: _____

3. Facility Rating Information

Gross Power Rating: _____ ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by

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(multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$ 2500.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The Customer will be responsible for actual costs of the study, not to exceed \$ 2500.00. Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to GCS Electric by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with GCS Electric system to ensure compliance with applicable local codes.

C. Proof of insurance in the amount of:

Tier 1 - \$ 100,000.00

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

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APPROVED: June 10, 2015

James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 63,0

CITY OF GREEN COVE SPRINGS

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "GCS Electric") a body politic. Customer and GCS Electric shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place: _____

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, GCS Electric operates an electric system serving the City of Green Cove Springs and surrounding eastern Clay County, FL; and

Whereas, Customer has made a written Application to GCS Electric, a copy being attached hereto, to interconnect its RGS with GCS's electrical supply grid at the location indentified above; and

Whereas, GCS Electric and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which GCS Electric has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS Electric with all energy and capacity necessary to operate Green Cove Springs electric system, which limits GCS Electric's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting GCS Electric to allow its customers to interconnect with Green Cove Springs electric system and to allow GCS Electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from GCS Electric customers interconnected to Green Cove Springs electric system; and

Whereas, GCS Electric desires to provide interconnection of a RGS under conditions which will insure the safety of GCS Electric customers and employees, reliability and integrity of its distribution system;

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DIRECTOR
DIVISION OF ECONOMICS

CITY OF GREEN COVE SPRINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and GCS Electric.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with GCS Electric distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify GCS Electric of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90% of the Customer's GCS Electric distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with GCS Electric's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by GCS Electric from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

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8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than GCS Electric, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to GCS Electric. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to GCS Electric.

10. Prior to commencing parallel operation with GCS electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to GCS Electric.

11. The Customer agrees to permit GCS Electric, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. GCS Electric will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when GCS Electric may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide GCS Electric access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet GCS Electric's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to GCS Electric advising the electric utility of the date and time at which Customer intends to place the system in service, and GCS Electric shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the GCS Electric system upon a loss of GCS Electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide GCS Electric with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the GCS Electric system when GCS Electric's system is deenergized. The Customer shall cease to energize the GCS Electric system during a faulted condition on the GCS Electric system and/or upon any notice from GCS Electric that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the GCS Electric system prior to automatic or non-automatic reclosing of GCS Electric protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and GCS Electric systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on GCS's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of GCS's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to GCS's electric system, such that back feed from the customer-owned renewable generation system to GCS's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to GCS Electric and capable of being locked in the open position with a GCS Electric padlock. When locked and tagged in the open position by GCS Electric, this switch will be under the control of GCS Electric.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by GCS Electric within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to GCS Electric at least thirty (30) calendar days prior to beginning parallel operations with GCS electric system, subject to the requirements of Section 18, below, and within one (1) year after GCS Electric executes this Agreement.

18. Once GCS Electric has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a GCS Electric representative, GCS Electric will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

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DIRECTOR
DIVISION OF ECONOMICS

CITY OF GREEN COVE SPRINGS

19. GCS Electric recommends the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

20. GCS Electric will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by GCS Electric to Customer, and also measure the energy delivered by Customer to GCS Electric. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to GCS Electric.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide GCS Electric with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by GCS Electric, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any GCS Electric inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. GCS Electric's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, GCS Electric, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. GCS Electric shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from GCS electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

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- a. GCS Electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any GCS Electric equipment, any part of GCS's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on GCS Electric utility system due to the operation of the Customer's generation or protective equipment as determined by GCS Electric.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of GCS Electric's other electric consumers caused by the Customer's generation as determined by GCS Electric.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of GCS Electric.
- f. When the Customer fails to make any payments due to GCS Electric by the due date thereof.

25. Upon termination of services pursuant to this Agreement, GCS Electric shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from GCS's electric supply system, notify GCS Electric that the isolation is complete, and coordinate with GCS Electric for return of GCS Electric lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless GCS Electric, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of GCS Electric.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, GCS's electrical distribution system, irrespective of any fault on the part of GCS Electric.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without GCS Electric's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 63.6
CITY OF GREEN COVE SPRINGS

GCS Electric at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between GCS Electric and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and GCS Electric's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to GCS Electric's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and GCS Electric agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Clay County, Florida, and GCS Electric and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of GCS's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by GCS Electric, including GCS's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. GCS Electric and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement,

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may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, GCS Electric and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to GCS Electric hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to GCS Electric pursuant to the GCS Electric's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating GCS Electric customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on GCS's electric system.

33. This Agreement is solely for the benefit of GCS Electric and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than GCS Electric or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon GCS Electric and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by GCS Electric of the sovereign immunity applicable to GCS Electric as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and GCS Electric have executed this Agreement the day and year first above written.

Green Cove Springs Electric (GCS):

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

GCS Electric Account Number:

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DIRECTOR
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Tier 2

Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "Customer"), located at _____, in _____, Florida, and Green Cove Springs Electric (hereafter called "GCS Electric"), a body politic. Customer and GCS Electric shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place: _____.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, GCS Electric operates an electric system serving the City of Green Cove Springs and surrounding eastern Clay County, FL ; and

Whereas, Customer has made a written Application to GCS Electric, a copy being attached hereto, to interconnect its RGS with GCS Electric's electrical supply grid at the location indentified above; and

Whereas, GCS Electric and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which GCS Electric has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS Electric with all energy and capacity necessary to operate GCS Electric's electric system, which limits GCS Electric's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting GCS Electric to allow its customers to interconnect with GCS Electric's system and to allow GCS Electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from GCS Electric customers interconnected to GCS Electric's system; and

Whereas, GCS Electric desires to provide interconnection of a RGS under conditions which will insure the safety of GCS Electric customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein

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set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and GCS Electric.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with GCS Electric distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify GCS Electric of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's GCS Electric distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$ 320.00 for the review and processing of the application.
6. The Customer shall fully comply with GCS Electric's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by GCS Electric from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of

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electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than GCS Electric, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to GCS Electric. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to GCS Electric.

10. Prior to commencing parallel operation with GCS Electric's system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to GCS Electric.

11. The Customer agrees to permit GCS Electric, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. GCS Electric will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when GCS Electric may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide GCS Electric access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet GCS Electric's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to GCS Electric advising GCS Electric of the date and time at which Customer intends to place the system in service, and GCS Electric shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the GCS Electric system upon a loss of GCS Electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide GCS Electric with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the GCS Electric system when GCS Electric's system is deenergized. The Customer shall cease to energize the GCS Electric system during a faulted condition on the GCS Electric system and/or upon any notice from GCS Electric that the

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deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the GCS Electric system prior to automatic or non-automatic reclosing of GCS Electric's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and GCS Electric's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on GCS Electric's system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of GCS Electric's system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to GCS Electric's system such that back feed from the customer-owned renewable generation system to GCS Electric's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to GCS Electric and capable of being locked in the open position with a GCS Electric padlock. When locked and tagged in the open position by GCS Electric, this switch will be under the control of GCS Electric.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by GCS Electric within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to GCS Electric at least thirty (30) calendar days prior to beginning parallel operations with GCS Electric's system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after GCS Electric executes this Agreement.

18. Once GCS Electric has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a GCS Electric representative, GCS Electric will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. GCS Electric requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00).

20. GCS Electric will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by GCS Electric to Customer, and also measure the energy delivered by Customer to GCS Electric. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering

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and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to GCS Electric.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide GCS Electric with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by GCS Electric, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any GCS Electric inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. GCS Electric's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, GCS Electric, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. GCS Electric shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from GCS Electric's distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. GCS Electric utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any GCS Electric equipment, any part of GCS Electric's distribution system or Customer's generating system.
- c. Hazardous conditions existing on GCS Electric's utility system due to the operation of the Customer's generation or protective equipment as determined by GCS Electric.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of GCS Electric's other electric consumers caused by the Customer's generation as determined by GCS Electric.

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- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of GCS Electric.
- f. When the Customer fails to make any payments due to GCS Electric by the due date thereof.

25. Upon termination of services pursuant to this Agreement, GCS Electric shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from GCS Electric's supply system, notify GCS Electric that the isolation is complete, and coordinate with GCS Electric for return of GCS Electric's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless GCS Electric, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of GCS Electric.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, GCS Electric's distribution system, irrespective of any fault on the part of GCS Electric.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees. Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without GCS Electric's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to GCS Electric at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between GCS Electric and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and GCS Electric's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to GCS Electric's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and GCS Electric agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Clay County, Florida, and GCS Electric and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of GCS Electric's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by GCS Electric, including GCS Electric's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. GCS Electric and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, GCS Electric and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to GCS Electric hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to GCS Electric pursuant to the GCS Electric's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating GCS Electric customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on GCS Electric's system.

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33. This Agreement is solely for the benefit of GCS Electric and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than GCS Electric or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon GCS Electric and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by GCS Electric of the sovereign immunity applicable to GCS Electric as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and GCS Electric have executed this Agreement the day and year first above written.

Green Cove Springs Electric Utility:

By: _____

Customer:

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

GCS Electric Account Number:

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ORIGINAL SHEET NO. 65,0

CITY OF GREEN COVE SPRINGS

**Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "**GCS Electric**"), a body politic. Customer and GCS Electric shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: _____

WITNESSETH

Whereas, a Tier 3 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 100 kilowatts (100 kW) but not greater than 2 megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, GCS Electric operates an electric system serving the City of Green Cove Springs and surrounding eastern Clay County, FL; and

Whereas, Customer has made a written Application to GCS Electric, a copy being attached hereto, to interconnect its RGS with GCS Electric's supply grid at the location indentified above; and

Whereas, GCS Electric and the Florida Municipal Power Agency (hereinafter called "**FMPA**") have entered into the All-Requirements Power Supply Contract pursuant to which GCS Electric has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS Electric with all energy and capacity necessary to operate GCS Electric's system, which limits GCS Electric's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting GCS Electric to allow its customers to interconnect with GCS Electric's system and to allow GCS Electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from GCS Electric customers interconnected to GCS Electric's system; and

Whereas, GCS Electric desires to provide interconnection of a RGS under conditions which will insure the safety of GCS Electric customers and employees, reliability and integrity of its distribution system;

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NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and GCS Electric.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with GCS Electric distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify GCS Electric of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's GCS Electric distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$ 470.00 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$ 2500.00 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$ 2500.00. Should the actual cost of the study be less than the \$ 2500.00 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with GCS Electric's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by GCS Electric from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;

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e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than GCS Electric, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to GCS Electric. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to GCS Electric.

10. Prior to commencing parallel operation with GCS Electric's system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to GCS Electric.

11. The Customer agrees to permit GCS Electric, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. GCS Electric will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when GCS Electric may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide GCS Electric access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet GCS Electric's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to GCS Electric advising GCS Electric of the date and time at which Customer intends to place the system in service, and GCS Electric shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the GCS Electric system upon a loss of GCS Electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by GCS Electric, further design review, testing or additional equipment (as identified in any such study) may be required by GCS Electric.

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13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide GCS Electric with sixty (60) days advance written notice of the addition.
14. The Customer shall not energize the GCS Electric system when GCS Electric's system is deenergized. The Customer shall cease to energize the GCS Electric system during a faulted condition on the GCS Electric system and/or upon any notice from GCS Electric that the deenergizing of Customer's RGS' equipment is necessary. The Customer shall cease to energize the GCS Electric system prior to automatic or non-automatic reclosing of GCS Electric's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and GCS Electric's systems.
15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on GCS Electric's system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of GCS Electric's system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to GCS Electric's system such that back feed from the customer-owned renewable generation system to GCS Electric's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to GCS Electric and capable of being locked in the open position with a GCS Electric's padlock. When locked and tagged in the open position by GCS Electric, this switch will be under the control of GCS Electric.
17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by GCS Electric within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to GCS Electric at least thirty (30) calendar days prior to beginning parallel operations with GCS Electric's system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after GCS Electric executes this Agreement.
18. Once GCS Electric has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a GCS Electric representative, GCS Electric will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

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ORIGINAL SHEET NO. 65.4
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19. GCS Electric requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00).

20. GCS Electric will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by GCS Electric to Customer, and also measure the energy delivered by Customer to GCS Electric. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to GCS Electric.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide GCS Electric with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by GCS Electric, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any GCS Electric inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. GCS Electric's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, GCS Electric, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. GCS Electric shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from GCS Electric's distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. GCS Electric utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.

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- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any GCS Electric equipment, any part of GCS Electric's distribution system or Customer's generating system.
- c. Hazardous conditions existing on GCS Electric's utility system due to the operation of the Customer's generation or protective equipment as determined by GCS Electric.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of GCS Electric's other electric consumers caused by the Customer's generation as determined by GCS Electric.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of GCS Electric.
- f. When the Customer fails to make any payments due to GCS Electric by the due date thereof.

25. Upon termination of services pursuant to this Agreement, GCS Electric shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from GCS Electric's supply system, notify GCS Electric that the isolation is complete, and coordinate with GCS Electric for return of GCS Electric's lock.

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless GCS Electric, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of GCS Electric.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, GCS Electric's distribution system, irrespective of any fault on the part of GCS Electric.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without GCS Electric's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to GCS Electric at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute

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a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between GCS Electric and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and GCS Electric's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to GCS Electric's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and GCS Electric agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Clay County, Florida, and GCS Electric and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of GCS Electric's distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by GCS Electric, including GCS Electric's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. GCS Electric and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, GCS Electric and Customer agree to

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supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to GCS Electric hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to GCS Electric pursuant to the GCS Electric's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating GCS Electric customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on GCS Electric's system.

33. This Agreement is solely for the benefit of GCS Electric and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than GCS Electric or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon GCS Electric and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by GCS Electric of the sovereign immunity applicable to GCS Electric as established by Florida Statutes, 768.28.

(signature page follows)

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APPROVED: June 10, 2015

James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 658

CITY OF GREEN COVE SPRINGS

IN WITNESS WHEREOF, Customer and GCS Electric have executed this Agreement the day and year first above written.

Green Cove Springs Electric:

By: _____

Customer:

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

GCS Electric Account Number:

FLORIDA PUBLIC SERVICE COMMISSION

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APPROVED: June 10, 2015

James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 66.0
CITY OF GREEN COVE SPRINGS
Green Cove Springs

Tri-Party Net Metering Power Purchase Agreement

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 20____, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), City of Green Cove Springs, a body politic (hereinafter "GCS"), and _____, a retail electric customer of the City of Green Cove Springs (hereinafter "Customer").

Section 1. Recitals

1.01. GCS and Customer have executed GCS' Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which GCS has agreed to permit interconnection of Customer's renewable generation to GCS' electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to GCS electric distribution system;

1.02. GCS and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which GCS has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS with all energy and capacity necessary to operate GCS' electric system, which limits GCS' ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting GCS to allow its customers to interconnect with GCS' electric system and to allow GCS customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from GCS customers interconnected to GCS' electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with GCS' electric distribution system until Customer has executed GCS' Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. GCS requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. GCS shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the affect of the RGS on GCS' distribution system.

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Section 3. Metering

3.01 In accordance with GCS' Standard Interconnection Agreement for Customer-Owned Renewable Generation, GCS shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from GCS to the Customer, and (2) the flow of excess electricity from the Customer to GCS. GCS shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset customer's demand for GCS electricity. All electric power and energy delivered by GCS to Customer shall be received and paid for by Customer to GCS pursuant to the terms, conditions and rates of the GCS' otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the GCS' electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to GCS' electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from GCS.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by GCS to the Customer in accordance with the GCS' Net Metering Service Rate Schedule.

4.04. FMPA and GCS shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any GCS equipment or part of the GCS electric system; or (b) if either FMPA or GCS determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to GCS hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to GCS pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating GCS customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on GCS' Electric System.

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Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to GCS' electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by GCS to Customer; or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or GCS' Standard Interconnection Agreement for Customer-Owned Renewable Generation.

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02. Amendment. It is understood and agreed that FMPA and GCS reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and GCS may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event FMPA and GCS will give Customer as much notice as reasonably possible under the circumstances.

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7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and GCS, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Clay County, Florida, or the United States District Court sitting in Duval County, Florida, as appropriate.

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, GCS, and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, GCS, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, GCS, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or GCS of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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

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James W. Dean

DIRECTOR
DIVISION OF ECONOMICS

ORIGINAL SHEET NO. 66.4
CITY OF GREEN COVE SPRINGS

City of Green Cove Springs

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: _____ Date: _____

(Print Name)

(Signature)

Customer's GCS Electric Account Number: _____

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DIRECTOR
DIVISION OF ECONOMICS

CITY OF GREEN COVE SPRINGS

Tri-Party Net Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

- a) FMPA shall pay GCS for the excess kWh energy delivered by customer-owned renewable generation to GCS' electric system. Every month, GCS shall determine the total kWh of customer-owned renewable generation that is delivered to GCS' electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2nd working day of every month. FMPA will then provide a monthly payment to GCS in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, August 1, November 1 and January 1.

- b) As part of the monthly bill adjustment, FMPA will also increase GCS' kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto GCS' system has been purchased by FMPA, but will remain on GCS' system and be used by GCS to meet its other customers' electric needs. As a result, GCS' monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to GCS.

II. Payment for Unused Excess Energy Credits

- a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, GCS shall pay the Customer for any unused excess energy credits in accordance with the GCS' Net Metering Service Rate Schedule.

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