

# JEA Tariff Filing to the Florida PSC

E-Filing Submittal Date: June 19, 2015

Tariff Effective: October 1, 2015

Rate Hearing: July 21, 2015

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Supporting Documentation

21 West Church Street  
Jacksonville, Florida 32202-3139

June 18, 2015

Ms. Patricia Daniel  
Bureau Chief, Economic Impact & Rate Design  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



Dear Ms. Daniel:

Included in this filing are JEA tariffs with an effective date of October 1, 2015. These tariff changes are expected to be approved by JEA's Board at a public hearing scheduled July 21, 2015.

E L E C T R I C

Tariff revisions include:

W A T E R

S E W E R

1. Modification of all streetlight rates
2. Elimination of the General Service Extra Large Demand (GSXLD) Rider discount on street lighting and traffic signalization
3. Modification of the energy rates for the General Service Large Demand rate class and other associated rate schedules to offset elimination of the GSXLD discount on street lights and traffic signalization
4. Changing "Customer Charge" to "Basic Monthly Charge" on all rate schedules
5. Modification of the Economic Development Program to extend the program sign up deadline to September 30, 2018
6. Adding a Renewable Generation Interconnection Agreement (Tier 3)
7. JEA representative name change
8. Modification of the Public Service Tax Sheet 3.0 to include the city of Orange Park which imposed this tax in its franchise area.

Following this cover letter are the revised and conformed copies of all tariff sheets. Also included is the supporting documentation for the streetlight and GSXLD rate changes.

If you have questions or need additional information please call me at (904) 665-7223.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Wannemacher', is written over a light blue horizontal line.

Ryan Wannemacher,  
Director, Financial Planning, Budgets, and Rates

**JEA**

**REVISED TARIFF SHEETS**

All Sheets

JEA

~~Thirty-First~~ Revised Sheet No. 1.0  
Canceling ~~Thirtieth~~ Revised Sheet No. 1.0

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ELECTRIC TARIFF DOCUMENTATION

VOLUME 1

JEA  
21 W. Church St.  
Jacksonville, Florida 32202-3139  
(904) 665-6000

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail electric service to the major portion of Duval County, including the City of Atlantic Beach and the Town of Baldwin. In addition, JEA provides retail electric service to the Town of Orange Park, to parts of St. Johns and Clay Counties and wholesale electric service to the City of Fernandina Beach.

Submitted to the Public Service Commission

Approved by the JEA Board

~~July 21, 2015~~

Deleted: January 20, 2015

~~RYAN WANNEMACHER, DIRECTOR~~  
~~FINANCIAL PLANNING, BUDGETS, AND RATES~~

Effective ~~October 1, 2015~~

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Canceling ~~Tenth~~ Revised Sheet No. 2.0

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FINANCIAL PLANNING AND RATES

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Canceling Twenty-~~Sixth~~ Revised Sheet No. 3.0

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**PUBLIC SERVICE TAX**

Legal Authority

Chapter 792, Ordinance Code, City of Jacksonville, Florida; Section 166.231, Florida Statutes as amended by Senate Bill #1-D of 1978 and as further amended by Senate Bill #28-D of 1982.

Applicable

To any electric service account located within the corporate limits of the City of Jacksonville with the exception of accounts of the United States of America, State of Florida, County of Duval, City of Jacksonville, other City Authorities, and churches used for religious purposes. The Public Service Tax is not applicable to electric service accounts located outside Duval County or within the two urban service districts of Atlantic Beach and Baldwin, and to sales for resale.

Rate Per Month

The charge per month shall be 10% of the taxable portion of Base Revenue.

Determination of Taxable Base Revenues

Taxable Base Revenue shall be the total electric service charges as determined by the applicable rate schedule plus the Gross Receipts Tax plus Franchise Fee less the energy charges for non-taxable fuel cost component within the base rate. Currently the non-taxable fuel component within the fuel rate is 3.849 cents per kilowatt hour consumption for all rate schedules.

Collection of Taxes For Others

JEA collects a public service tax on any electric service accounts it serves in the Atlantic Beach, Orange Park and Baldwin urban service districts and unincorporated Clay County. This public service tax is collected on behalf of, and remitted to, the City of Atlantic Beach, Orange Park, Baldwin and Clay County, respectively. Currently, the monthly public service tax is 5% for Atlantic Beach, 10% for Baldwin and Orange Park, and 4% on usage above 500 kWh for Clay County of the taxable portion of base residential revenues. The Taxable Base Revenues are determined as above, with a fuel rate non-taxable fuel cost component of 3.849 cents per kilowatt hour consumption.

**NON-TAXABLE FUEL PER kWh FOR TIME-OF-USE RATES**

Definition:

The table below displays the off-peak and on-peak non-taxable fuel component for time-of-use (TOU) rates that corresponds to each service type.

<u>Service Type</u>	<u>OFF PEAK TOU</u>	<u>ON PEAK TOU</u>
Residential	3.732 cents per kWh	4.105 cents per kWh
General Service	3.735 cents per kWh	4.109 cents per kWh
General Service Demand	3.742 cents per kWh	4.115 cents per kWh
Gen Service Lrg Demand	3.744 cents per kWh	4.118 cents per kWh

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### SERVICE CHARGES

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1. A \$10.00 service charge will be added to electric bills for the establishment of each initial service connection. Same day service is available at that charge, however, if same day service is requested after twelve noon, the service charge is \$25.00.
2. A \$14.00 service charge will be added to electric bills for reconnection of services to customers who have been disconnected for non-payment of bills or unauthorized consumption.
3. A \$25.00 service charge will be added to electric bills for services found to have a meter inaccessible for reading or cut off after notice has been given to the customers.
4. A \$25.00 service charge will be added to electric bills for special order disconnects for services that cannot be disconnected at the meter due to meter inaccessibility, or services that have been cut off for any reason and found to have been restored without JEA authorization.
5. A \$100.00 service charge will be added to electric bills for tampering with metering equipment or service connection.
6. A \$65.00 service charge will be added to electric bills for damaged meters.
7. A \$20.00 service charge will be added to electric bills for returned checks.
8. A \$25.00 service charge will be added to electric bills when a JEA representative is required to make a court appearance.
9. Upon request, JEA will test a customer's meter for accuracy. If the meter does not test within JEA acceptable accuracy range of + or - 2%, JEA will bear the full cost of the test. If the meter tests within JEA acceptable accuracy range, however, the customer will be required to share in the cost of the testing and a \$7.50 service charge will be added to the electric bill.
10. JEA will sell or lend material, tools and equipment to private contractors, other city agencies, and other electric utilities provided that the terms and conditions of JEA's applicable Policies and Procedures have been met.
11. In general, JEA will do all necessary construction at no cost to the customer when an extension of an existing line is found to be necessary and the major portion of an anticipated extension will be built on public rights-of-way. Where these guidelines clearly do not apply, JEA shall determine the total cost of standard and non-standard construction required. For standard construction cost, JEA may charge the customer all costs in excess of 30 times the estimated annual nonfuel revenue for Residential accounts; 4 times for non-Residential accounts. For non-standard construction cost, JEA may charge the customer all cost in excess of 3 times the estimated monthly nonfuel revenue for all accounts.

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12. JEA will require a contribution-in-aid-of-construction by a developer for underground utilities in an amount not to exceed the difference in costs between an underground system and an equivalent overhead system. JEA's Policy and Procedure for underground distribution should be referenced for further information.
13. A \$5.00 service charge will be added to electric bills when a field notification is provided to a customer to pay the bill in lieu of disconnecting the service. The notification will count as an infraction toward delinquent deposit review.
14. A minimum \$75.00 service charge will be assessed for all temporary services. Temporary electric service for residential construction will be charged \$150.00. This single fee will cover all costs and consumption; consumption will not be metered by JEA. This fee is payable to JEA at the time the permit for construction is obtained. Temporary service will not be provided unless the customer has obtained the necessary building/construction permit.
15. A special service charge may be added to energy, water or sewer bills when a customer requests a related water, sewer or energy service which is not normally provided, including the repayment over time to JEA of the onetime capital costs of connecting customers to the water and/or sewer system. These special services will be priced based on the cost of the service. JEA's provision of special services requires execution of a contract between JEA and the Customer. Contract approval authorizations shall be as established in applicable JEA Management Directives, Policies or Procedures.
16. JEA will charge a customer \$25.00 for each return trip whenever JEA must make a return trip to a customer's service address to perform maintenance and/or activate service because the work requested by the customer was not able to be completed at the first scheduled visit.
17. Account Fraud charge shall be \$50.00
18. Application fee shall be \$1,000.00 for Tier 3 net metering applications.

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## ENERGY AUDITS

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Upon request JEA will perform the following energy audits:

Standard Residential Audit

An inspection of a customer's residence will be made free of charge to identify energy consuming equipment and ways to save energy.

Class "A" Computer Assisted Audit

A \$15.00 fee will be charged for this analysis. Audit will focus on economic analysis of major conservation opportunities for residential customers. A written report will be provided which will show estimated cost of recommended changes or additions.

Commercial Consultation

JEA will conduct mini-surveys free of charge to answer specific energy use questions.

Commercial Energy Audit

A \$15.00 fee will be charged for this audit which will include a detailed analysis of energy related factors of building's energy efficiencies. The results of the audit will be presented in report form.

Large Demand Audit

A \$100.00 fee will be charged for this commercial survey. The audit will only be offered to customers with a demand equal to or greater than 1,000 KW. The results of the audit will include information on ways to maintain comfort and production levels while reducing energy expenditures. The results of the audit will be presented in report form.

RYAN WANNEMACHER, DIRECTOR  
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Rate Schedule Designations		Sheet Number
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**FUEL AND PURCHASED POWER COST RECOVERY CHARGE POLICY - FPPC**

The Retail Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy (FPPC or the Fuel Charge) shall be applicable to all JEA Retail Rate Schedules. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below.

The Sale For Resale Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy shall be applicable to all JEA Sale for Resale Rate Schedules. The said energy charge stated in each such rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below for service taken at 26.4 kV and above.

**Variable Fuel Rate Policy**

The Variable Fuel Rate charge for each retail rate schedule shall be rounded to the nearest 0.001 cents per kilowatt hour of sales to reflect recovery of costs of fuels and purchased power (excluding capacity payments) for each kilowatt hour delivered. The Fuel Charge is normally calculated annually, for the billing period October through September and is adjusted to incorporate changes in costs from one period to the next, using a method approved by the Board. The Fuel Charge may be adjusted during the billing period if the costs for fuel and purchased power are projected to deviate more than +/- 10% of the original forecast. Any intra-year adjustment must be approved by the Board. The current Variable Fuel Rate is 4.360 cents per kWh.

A Fuel Stabilization Fund (Fuel Reserve) charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to fund the Fuel Reserve for managing short term fluctuations in fuel and purchased power costs, where the Fuel Stabilization fund target is 15% of annual fuel and purchased power costs. The current Fuel Stabilization charge is 0.000 cents per kWh. A Fuel Recovery charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to repay funds used from other electric system sources to pay fuel expenses. The current Fuel Recovery charge is 0.000 cents per kWh. The total fuel rate charge for each rate schedule shall be the sum of the Variable Fuel Rate plus the Fuel Stabilization charge plus the Fuel Recovery charge.

***FUEL CHARGE PER kWh***

<u>RETAIL RATES</u>	<u>LEVELIZED</u>	<u>OFF PEAK</u>	<u>ON PEAK</u>
Residential	4.360 cents per kWh	4.227 cents per kWh	4.651 cents per kWh
General Service	4.360 cents per kWh	4.231 cents per kWh	4.654 cents per kWh
General Service Demand	4.360 cents per kWh	4.238 cents per kWh	4.662 cents per kWh
General Service Lrg Demand	4.360 cents per kWh	4.241 cents per kWh	4.665 cents per kWh
Rate Schedules SL & OL	4.360 cents per kWh		
Riders GSXLD, IS & CS	4.360 cents per kWh		

<u>SALE FOR RESALE RATES</u>	<u>LEVELIZED</u>
Municipal Rates	4.360 cents per kWh

**RYAN WANNEMACHER, DIRECTOR**  
**FINANCIAL PLANNING, BUDGETS, AND RATES**

Effective **October 1, 2015**

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EXCESS REACTIVE DEMAND (KVAR) POLICY

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Effective October 1, 2006:

This policy applies to all accounts receiving service under GSD, GSDT, GSLD, GSLDT, GSXLD, IS, CS, and the Multiple Account Rider as applied to any of these rates.

The customer's utilization equipment shall not result in a target power factor (TPF) at the point of delivery of less than ninety percent (90%) lagging at the time of maximum demand. Should this TPF be less than ninety percent (90%) lagging during any month, JEA may adjust the readings taken to determine the Total Demand.

If TPF is less than ninety percent (90%) lagging then the Billing Demand (BD) is calculated using the following formula:

$$BD = \text{Maximum measured 15-minute demand (kW)} \times (TPF / PF)$$

PF = power factor calculated per the following formula

$$PF = \text{COS(ATAN(kVar/kW))}$$

kVar in the above formula is the kVar measured coincident with the maximum 15-minute kW demand used in the formula. For GSDT and GSLDT the off-peak demand will be used for determining Excess Reactive Demand.

ENVIRONMENTAL CHARGE

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Effective October 1, 2007

This Environmental Charge applies to all rate classes. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the Environmental Charge per kilowatt hour as indicated below.

Rate for all rate classes = \$0.00062 per kWh

NET METERING

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Effective October 1, 2009

Net metering is authorized for residential and commercial customers in accordance with JEA's Net Metering Policy.

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Eleventh Revised Sheet No. 5.2~~  
Canceling ~~Tenth Revised Sheet No. 5.2~~

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**FRANCHISE FEE ADJUSTMENT**  
(Atlantic Beach, Baldwin, Jacksonville, Orange Park & Clay County, FL )

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Legal Authority

Rule 25-6.100, Florida Administrative Code, effective May 16, 1983.

Applicable

To any electric service account located in an area that requires JEA to pay a Franchise Fee for providing electric service within that area.

The Town of Orange Park, Clay County, the City of Atlantic Beach, and the Town of Baldwin areas are 6% Franchise Fee areas. The City of Jacksonville is a 3% Franchise Fee area.

Rate Per Month

The charge per month shall be a pro-rata share of the total Franchise Fee required by the Franchise area plus taxes associated with the Franchise Fee.

The Franchise Fee required by the 6% areas is six (6) percent of the total electric charges. The tax associated with the Franchise Fee is the State of Florida Gross Receipts Tax (2.5% of gross receipts).

The Franchise Fee Adjustment for 6% Franchise areas is calculated as follows for collection purposes:

$$\frac{\text{(Franchise Fee)}}{\text{( 1 - Gross Receipts Tax - Franchise Fee )}} =$$

$$\frac{.06}{\text{( 1 - .025 - .06 )}} = \frac{.06}{0.915} =$$

.065574 or 6.5574% of the total electric charges.

The Franchise Fee for residential customers in Jacksonville shall be 3% of the total electric charges. The Franchise Fee for commercial customers in Jacksonville shall be 3% of the total electric charges up to an annualized billing amount of \$2,400,000. For collection purposes the Franchise Fee will not be adjusted for gross receipts tax.

Billing

In accordance with Rule 25-6.100, Florida Administrative Code, the Franchise Fee Adjustment amount shall be separately stated on each customer billing.

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GROSS RECEIPTS TAX (NON-FRANCHISE AREA)

Legal Authority

Chapter 203, Florida Statutes.

Applicable

To any electric service account in a non-franchise area with the exception of sales for resale and accounts serving the City of Jacksonville, Jacksonville Port Authority and Jacksonville Transportation Authority.

Rate Per Month

The Gross Receipts Tax will be as follows:

$$\frac{\text{(Gross Receipts Tax)}}{\text{(1 - Gross Receipts Tax)}} = \frac{.025}{(1 - .025)} = \frac{.025}{0.975}$$

.025641 or 2.5641% of the total electric charges.

Billing

In accordance with Chapter 203, Florida Statutes, the Gross Receipts Tax shall be separately stated on each customer billing.

RYAN WANNEMACHER, DIRECTOR  
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GROSS RECEIPTS TAX  
(FRANCHISE AREAS - Atlantic Beach, Baldwin, Orange Park & Clay County, FL )

Legal Authority

Chapter 203, Florida Statutes.

Applicable

To any electric service account in a 6% franchise area with the exception of sales for resale.

Rate Per Month

The Gross Receipts Tax is calculated as follows for collection purposes:

$$\frac{\text{(Gross Receipts Tax)}}{\text{( 1 - Gross Receipts Tax - Franchise Fee)}} = \frac{.025}{(1 - .025 - .06)} = \frac{.025}{0.915}$$

.027322 or 2.7322% of the total electric charges.

Billing

In accordance with Chapter 203, Florida Statutes, the Gross Receipts Tax shall be separately stated on each customer billing.

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RS  
Revenue Code RES10

RATE SCHEDULE RS

RESIDENTIAL SERVICE

Available In all territory served by JEA.

Applicable To any residential customer in a single family individual house, apartment or mobile home for domestic, non-commercial purposes. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month \$5.50 ~~Basic Monthly~~ Charge, plus  
6.624 cent per kWh  
plus applicable Fuel, Environmental, and Conservation Charges

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Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge As stated in the Environmental charge (Sheet No. 5.1)

Minimum Bill \$5.50 per month ~~Basic Monthly~~ Charge.

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Term and Conditions  
(a) Service hereunder shall be subject to the Rules and Regulations of JEA  
(b) Conservation charge is a charge of 1.0 cent per kWh for all consumption above 2,750 kWh.

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Effective ~~October 1, 2015~~

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RST  
Revenue Code RES13TOD

RATE SCHEDULE RST

RESIDENTIAL TIME OF DAY SERVICE (OPTIONAL)  
CLOSED TO NEW CUSTOMERS

Available In all territory served by JEA.

Applicable To any residential customer in single family individual houses, apartments and trailers for all domestic and non-commercial purposes. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month \$14.30 ~~Basic Monthly~~ Charge, plus  
12.426 cent per kWh during On-Peak hours  
4.006 cent per kWh during Off-Peak hours  
plus applicable Fuel, Environmental, and Conservation Charges

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Definition of Billing Periods On-peak periods shall be defined as follows:  
6 a.m.-10 a.m. - November through March, weekdays only  
6 p.m.-10 p.m. - November through March, weekdays only  
  
12 Noon-9 p.m. - April through October; weekdays only  
  
All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 6.2)

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Minimum Bill

\$14.30 ~~Basic Monthly~~ Charge.

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Terms and Conditions

- (a) Service under this rate will be made available at the option of the Residential Service customer, subject to the availability of TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$4.50 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (d) Service hereunder is subject to the Rules and Regulations of JEA.
- (e) Net metering is not authorized under this rate schedule.
- (f) Conservation charge is a charge of 1.0 cent per kWh for all consumption above 2,750 kWh.

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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Canceling ~~Third~~ Revised Sheet No 6.4  
~~Fourth~~ Revised Sheet No.6.4

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Seventh~~ Revised Sheet No. 7.0  
~~Eighth~~ Revised Sheet No. 7.0

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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Twenty-~~Third~~ Revised Sheet No.8.0  
Canceling Twenty-~~Second~~ Revised Sheet No. 8.0

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GS  
Revenue Codes COM20

RATE SCHEDULE GS  
GENERAL SERVICE

Available In all territory served by JEA.

Applicable To any customer whose service is not provided by any other rate schedule, for all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month \$9.25 ~~Basic Monthly~~ Charge, plus  
6.111 cent per kWh  
plus applicable Fuel and Environmental Charges

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Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill \$9.25 per month ~~Basic Monthly~~ Charge.

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Fluctuating Load Charge Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.

(Continued to Sheet No. 8.1)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Seventeenth~~ Revised Sheet No. 8.1  
Canceling ~~Sixteenth~~ Revised Sheet No. 8.1

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Primary Service  
Discount

Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.

Terms and  
Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute demand of 75 kW or higher four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period, such customer will be reclassified to the General Service Demand rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the General Service Demand rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (c) Service hereunder shall be subject to the Rules and Regulations of JEA.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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Canceling Twentieth Revised Sheet No. 8.2

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GST  
Revenue Code COM23TOD

RATE SCHEDULE GST

GENERAL SERVICE TIME OF DAY  
(OPTIONAL)

Available In all territory served by JEA.

Applicable To any customer whose service is not provided by any other rate schedule, for all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month \$21.00 Basic Monthly Charge, plus  
11.632 cent per kWh during On-Peak hours  
3.712 cent per kWh during Off-Peak hours  
plus applicable Fuel and Environmental Charges

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Definition of Billing Periods On-Peak periods shall be defined as follows:  
  
6 a.m.-10 a.m. - November through March; weekdays only  
6 p.m.-10 p.m. - November through March; weekdays only  
  
12 Noon-9 p.m. - April through October; weekdays only  
  
All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Policy (Sheet No. 5.0)

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 8.3)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Fourteenth~~ Revised Sheet No. 8.3  
~~Fifteenth~~ Revised Sheet No. 8.3

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(Continued from Sheet No. 8.2)

Minimum Bill

\$21.00 per month ~~Basic Monthly~~ Charge.

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Fluctuating Load Charge

Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.

Primary Service Discount

Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.

Terms and Conditions

- (a) Service under this rate will be made available at the option of the General Service customer, subject to the availability of TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$6.50 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.

(Continued to Sheet No. 8.4)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

Canceling ~~Sixteenth~~ Revised Sheet No. 8.4  
~~Fifteenth~~ Revised Sheet No. 8.4

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(Continued from Sheet No. 8.3)

- (d) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute on-peak demand of 75 kW or higher four (4) or more months out of twelve consecutive, monthly billing periods ending with the current billing period, such customer will be reclassified to the Optional General Service Demand TOD rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the Optional General Service Demand TOD rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (e) Service hereunder is subject to the Rules and Regulations of JEA.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Third~~ Revised Sheet No. 8.5  
~~Fourth~~ Revised Sheet No. 8.5

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Twenty-~~Third~~ Revised Sheet No. 9.0  
Canceling Twenty-~~Second~~ Revised Sheet No. 9.0

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GSD

Revenue Codes COM30, COM31 RATE SCHEDULE GSD

GENERAL SERVICE DEMAND

Available

In all territory served by JEA.

Applicable

To any customer where the measured monthly billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

The charge per month shall consist of the total of basic monthly, demand, and energy charges as follows:

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STANDARD

Basic Monthly Charge:

\$85.00 per month

Demand Charge:

\$8.40 per kW of  
billing demand

Energy Charge:

Non-Fuel Charge:

3.355 cent per kWh, plus

Fuel and Environmental Charges:

OPTIONAL

Basic Monthly Charge:

\$85.00 per month

Demand Charge:

\$0.00 per kW of  
billing demand

Energy Charge:

Non-Fuel Charge:

8.081 cent per kWh, plus

Fuel and Environmental Charges:

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Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 9.1)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Nineteenth~~ Revised Sheet No. 9.1  
~~Eighteenth~~ Revised Sheet No. 9.1

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Minimum Bill

\$85.00 ~~Basic Monthly~~ Charge plus the demand charge as computed above.

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Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month.

Primary Service Discount

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the Metered Demand be less than 75 kW for any 12 month period, the customer may be reclassified to Rate Schedule GS, at the option of JEA.
- (d) Should the customer demonstrate that the future Metered Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GS, at the option of JEA.
- (e) Customer has the option of terminating service under the optional energy-only rate schedule at any time. Any customer requesting the optional energy-only rate for the second time on the same premises shall remain on the optional energy-only rate for a period of not less than twelve (12) consecutive months.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Twenty-First~~ Revised Sheet No. 9.2  
Canceling ~~Twentieth~~ Revised Sheet No. 9.2

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GSDT

Revenue Code COM33TOD

RATE SCHEDULE GSDT

GENERAL SERVICE DEMAND TIME OF DAY  
(OPTIONAL)

Available

In all territory served by JEA.

Applicable

To any customer where the measured monthly On-Peak billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

The charge per month shall consist of the total of the ~~basic monthly~~ demand and energy charges as follows:

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~~Basic Monthly~~ Charge:

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\$85.00 per month

Demand Charge:

\$8.53 per kW of On-Peak Demand  
\$4.93 per kW of Excess Off-Peak Demand

Energy Charge:

6.458 cent per kWh during On-Peak hours  
2.084 cent per kWh during Off-Peak hours  
plus applicable Fuel and Environmental Charges

(Continued to Sheet No. 9.3)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015



JEA

Canceling ~~Nineteenth Revised Sheet No. 9.3~~  
~~Eighteenth Revised Sheet No. 9.3~~

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(Continued from Sheet No. 9.2)

Definition of Billing Periods

On-Peak periods shall be defined as follows:

6 a.m.-10 a.m. - November through March; weekdays only  
6 p.m.-10 p.m. - November through March; weekdays only

12 Noon-9 p.m. - April through October, weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill

\$85.00 ~~Basic Monthly~~ Charge plus demand charges as computed above.

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Determination of Billing Demand

The billing demand for the month shall be the maximum integrated 15-minute metered kW demand in the month.

Determination of On-Peak and Off-Peak Demand

The On-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the Off-Peak period.

Determination Excess Off-Peak Demand

The Excess Off-Peak Demand for the month shall be the amount by which the Off-Peak Demand exceeds the On-Peak Demand.

Primary Service Discount

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

(Continued to Sheet No. 9.4)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Sixteenth~~ Revised Sheet No. 9.4  
~~Fifteenth~~ Revised Sheet No. 9.4

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(Continued from Sheet No. 9.3)

Terms and Conditions

- (a) Service under this rate will be made available at the option of the General Service Demand customer, subject to the availability to TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$11.37 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (d) Should the On-Peak Demand be less than 75 kW for any 12 month period, the customer may be reclassified to Rate Schedule GST, at the option of JEA.
- (e) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GST, at the option of JEA.
- (f) Service hereunder shall be subject to the Rules and Regulations of JEA.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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SS  
Revenue Code Special Designation

RATE SCHEDULE SS  
AUXILIARY SERVICE FOR COGENERATORS  
(Closed to New Customers)

Available In all territory served by JEA

Applicable To all co-generators or small power producers satisfying the criteria for qualification as a Qualifying Facility as set out by the Federal Energy Regulatory Commission in 18 CFR Part 292.0 and with generating capacity equal to or greater than one-hundred (100) kilowatts

Character of Service Firm auxiliary service per time of day rate schedule that would be applicable to any other retail, full requirements customer with identical electrical requirements.

Rate Per Month The charge per month shall consist of the total ~~basic monthly~~, demand and energy charges as follows:

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~~Basic Monthly~~ Charge: per applicable time of day rate schedule.

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Standard Demand Charges: The charge per month shall be the total of the metered and Auxiliary demand as follows:

- o Metered Demand Charge: Demand Charge per applicable time of day rate schedule.
- o Auxiliary Demand Charge: The numerical average of the On-Peak Demand charge per kW and the Excess Off-Peak Demand charge per kW per applicable time of day rate schedule, applied to the Auxiliary Demand.

Excess Reactive Demand Charge : see Sheet 5.1

Standard Energy Charge : per applicable time of day rate schedule

Definition of Contract Demand The Contract Demand for the month shall be the maximum integrated 15-minute metered kW demand allowable in accordance with the service agreement provisions.

Definition of Metered Demand The Metered Demand for the month shall be the maximum integrated 15-minute metered kW demand measured during the month.

Definition of Auxiliary Demand The Auxiliary Demand for the month shall be the difference between the of Contract Demand and the Metered Demand during the month.

(Continued on Sheet No. 9.6)

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FINANCIAL PLANNING AND RATES

~~RYAN WANNEMACHER, DIRECTOR~~  
~~FINANCIAL PLANNING, BUDGETS, AND RATES~~

Effective ~~October 1, 2015~~

JEA

Canceling ~~Nineteenth~~ Revised Sheet No. 9.6  
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Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule except for the GSLDT option below.

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Determination of Excess Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Minimum Bill

The basic monthly and demand charges as computed above.

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Terms and Conditions

- (a) Service is available under this rate schedule upon execution of a service agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.
- (b) Service herein shall be subject to the Rules and Regulations of JEA.
- (c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to an increase in the contract demand level or reclassification to any other standard JEA Rate Schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers. Such election by the customer shall be irrevocable unless JEA and the customer mutually agree to void the revocation.
- (d) Customers exceeding the Auxiliary Service contract demand may experience a temporary, total interruption of all JEA-supplied electric services due to the action of automatically operating demand limiting devices installed on Auxiliary Service accounts.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Seventh~~ Revised Sheet No. 9.61  
Eighth Revised Sheet No. 9.61

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SS-1  
Revenue Code Special Designation

RATE SCHEDULE SS-1  
STANDBY AND SUPPLEMENTAL SERVICE

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer, at a point of delivery, whose electric service requirements for the customer's load are supplied or supplemented from the customer's generation equipment at that point of service and who requires standby and supplemental service from JEA. A customer is required to take service under this rate schedule if the customer's total generation capacity is 50 kW or greater and the customer's full load requirement is 75 kW or greater four (4) or more months out of twelve (12) consecutive billing periods ending with the current billing period. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

Standby Service: Electric energy or capacity supplied by JEA to replace energy or capacity ordinarily generated by the customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the customer's generation.

Supplemental Service: Electric energy or capacity supplied by JEA in addition to that which is normally provided by the customer's own generation equipment.

Full Load Requirement: The sum of the metered demand and the kW nameplate rating of the customer's generating unit(s).

Customers taking service under this rate schedule are required to execute an interconnection agreement. This rate schedule does not apply to existing customers who own generating capacity covered by JEA's Net Metering Policy. For the purposes of this rate schedule an existing customer is one who has physically connected to JEA and executed an interconnection agreement prior to the original effective date of this rate schedule (January 1, 2015).

CHARACTER OF SERVICE:

JEA's primary and secondary voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

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(Continued on Sheet 9.62)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Eighth~~ Revised Sheet No. 9.62  
~~Seventh~~ Revised Sheet No. 9.62

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(Continued from Sheet 9.61)

Basic Monthly Charge: per the applicable time of day rate schedule.

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Facilities Demand Charge: The applicable demand charge as provided below:

GSDT:	\$0.93 per kW of Contract Demand Primary
GSDT:	\$1.25 per kW of Contract Demand Secondary
GSLDT:	\$0.89 per kW of Contract Demand Primary
GSLDT:	\$0.96 per kW of Contract Demand Secondary

Standby Demand Charge: The sum of the on-peak demand charge less the Facilities Demand Charge above multiplied by the reliability adjustment factor which is equal to the assumed reliability factor set forth in the interconnection agreement but not less than 0.1, and divided by 0.7. For generators 5 MW and larger the reliability factor shall be one (1) minus the annual generating unit operating hours divided by the hours in the year (8760 for non-leap years and 8784 for leap years) divided by 0.7. The standby demand charge is applied to the kW nameplate rating of the generating unit(s).

The calculation for the Standby Demand Charge is:  
 $SDC = (OPDC - FDC) * RAF / 0.7$

Where:  
SDC = Standby Demand Charge  
OPDC = On Peak Demand Charge per the applicable time of day rate schedule  
FDC = Facilities Demand Charge  
RAF = Reliability Adjustment Factor  
0.7 = System Peak Coincident Factor

Supplemental Demand Charge: The on-peak demand charge per the applicable time of day rate schedule less the Facilities Demand Charge above. The supplemental demand charge is applied to the Metered Demand.

Excess Reactive Demand Charge: per applicable time of day rate schedule.

Energy Charge: per applicable time of day rate schedule.

Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

Primary Service Discount: A discount of 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.  
(Demand Discount is included in the rates charged above)

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FINANCIAL PLANNING AND RATES

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Effective October 1, 2015

JEA

Canceling ~~Seventh~~ Revised Sheet No. 9.63  
~~Eighth~~ Revised Sheet No. 9.63

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(Continued from Sheet 9.62)

Minimum Bill: The ~~Basic Monthly~~ charge per the applicable time of day rate schedule.

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Metered Demand: The maximum integrated 15-minute on peak and off peak metered kW demand measured during the month.

Contract Demand: The kW demand as stated in the interconnection agreement.

Determination of Excess Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

TERMS AND CONDITIONS:

- (a) Service is available under this rate schedule upon execution of an interconnection agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.
- (b) Service herein shall be subject to the Rules and Regulations of JEA.
- (c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to reclassification to any other standard JEA rate schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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Canceling ~~Sixth~~ Revised Sheet No. 9.64  
~~Seventh~~ Revised Sheet No. 9.64

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(For Future Use)

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FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES



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Canceling ~~Sixth~~ Revised Sheet No. 9.70  
~~Fifth~~ Revised Sheet No. 9.70

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(For Future Use)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

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~~Fifth~~ Revised Sheet No. 9.71

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Sixth~~ Revised Sheet No. 9.73  
~~Fifth~~ Revised Sheet No. 9.73

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Sixth~~ Revised Sheet No. 9.80  
~~Fifth~~ Revised Sheet No. 9.80

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

JEA

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES



JEA

Twenty-~~Fourth~~ Revised Sheet No. 10.0  
Canceling Twenty-~~Third~~ Revised Sheet No. 10.0

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GSLD  
Revenue Codes IND40

RATE SCHEDULE GSLD

GENERAL SERVICE LARGE DEMAND

Available In all territory served by JEA where service can be rendered from the transmission facilities of JEA.

Applicable To any customer where the measured monthly billing demand is 1,000 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month The charge per month shall consist of the total of the basic monthly, demand and energy charges follows:

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Basic Monthly Charge:

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\$335.00 per month

Demand Charge:

\$12.16 per kW for all kW of Billing Demand.

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Energy Charge:

2.456 cent per kWh  
plus applicable Fuel and Environmental Charges

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Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 10.1)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

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Minimum Bill

\$335.00 ~~Basic Monthly~~ Charge plus the demand charge as computed above, plus any special service charges as defined in the agreement.

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Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1, but not less than any applicable contract minimum demand.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discount

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.

(Continued to Sheet No. 10.11)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

Canceling ~~Ninth~~ Revised Sheet No. 10.11  
~~Tenth~~ Revised Sheet No. 10.11

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(Continued from Sheet No. 10.10)

- (c) Should the Metered Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSD, at the option of JEA.
- (d) Should the customer demonstrate that the future Metered Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSD, at the option of JEA.

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FINANCIAL PLANNING AND RATES

JEA

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Canceling ~~Twenty-First~~ Revised Sheet No. 10.2

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GSLDT  
Revenue Code IND43TOD

RATE SCHEDULE GSLDT

GENERAL SERVICE LARGE DEMAND TIME OF DAY  
(OPTIONAL)

Available

In all territory served by JEA where service can be rendered from the transmission facilities of JEA.

Applicable

To any customer where the measured monthly On-Peak billing demand is 1,000 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW. Resale of energy purchased under this rate schedule is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

The charge per month shall consist of the total of the ~~basic monthly~~ demand, and energy charges as follows:

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Basic Monthly Charge:

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\$350.00 per month

Demand Charge:

\$12.31 per kW of On-Peak Demand  
\$ 7.13 per kW of Excess Off-Peak Demand

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy  
(Sheet No. 5.1).

Energy Charge:

~~4.839~~ cent per kWh during On-Peak hours  
~~1.534~~ cent per kWh during Off-Peak hours  
plus applicable Fuel and Environmental Charges

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(Continued to Sheet No. 10.3)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

JEA

~~Twenty-First~~ Revised Sheet No. 10.3  
Canceling ~~Twentieth~~ Revised Sheet No. 10.3

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(Continued from Sheet No. 10.2)

Definition of Billing Periods

On-Peak periods shall be defined as follows:

- 6 a.m.-10 a.m. - November through March; weekdays only
- 6 p.m.-10 p.m. - November through March; weekdays only
- 12 Noon - 9 p.m. - April through October; weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill

\$350.00 ~~Basic Monthly~~ Charge plus the demand charges computed above, plus any special service charges as defined in the agreement.

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Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15- minute metered kW demand, but not less than any applicable contract demand.

Determination of On-Peak and Off-Peak Demand

The On-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the Off-Peak period.

Determination of Excess Off-Peak Demand

The Excess Off-Peak Demand for the month shall be the amount by which the Off-Peak Demand, as may be adjusted per sheet No. 5.1, exceeds the On-Peak Demand.

(Continued to Sheet No. 10.4)

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FINANCIAL PLANNING AND RATES

~~RYAN WANNEMACHER, DIRECTOR~~  
~~FINANCIAL PLANNING, BUDGETS, AND RATES~~

Effective ~~October 1, 2015~~

JEA

~~Twenty-First~~ Revised Sheet No. 10.4  
Canceling ~~Twentieth~~ Revised Sheet No. 10.4

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(Continued from Sheet No. 10.3)

Determination of  
Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Primary Service  
Discount

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission  
Service  
Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Terms and  
Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (c) Should the On-Peak Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSDT, at the option of JEA.
- (d) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSDT, at the option of JEA.
- (e) Service hereunder shall be subject to the Rules and Regulations of JEA.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

JEA

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Canceling ~~Twenty-First~~ Revised Sheet No. 11.0

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GSLDHLF  
Revenue Codes IND40HLF

RATE SCHEDULE GSLD-HLF  
GENERAL SERVICE LARGE DEMAND - HIGH LOAD FACTOR  
(EXPERIMENTAL)

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer that meets the following conditions:

- a) Measured monthly billing demand is 700 kW or greater and;
- b) Customer uses 475 kWh per kW of Ratcheted Demand or greater for six (6) or more billing periods out of the last twelve (12) consecutive billing periods.

Resale of energy purchased under this rate schedule is not permitted.

CHARACTER OF SERVICE:

JEA's standard voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

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Basic Monthly Charge: \$335.00 per month

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Demand Charge: \$12.16 per kW for all kW of Billing Demand

Excess Reactive Demand Charge: \$12.16 for all Excess Reactive Demand as defined below

Energy Charge:

For the first 350 kWh per kW of Ratcheted Demand: 2.456 cent per kWh

For the next 200 kWh per kW of Ratcheted Demand: 1.362 cent per kWh

For all energy above 550 kWh per kW of Ratcheted Demand: 0.695 cent per kWh

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Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0), where all energy up to 350 kWh per kW of Ratcheted Demand is priced at the GSLD levelized charge and all additional energy is priced at the GSLD off-peak charge.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

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FINANCIAL PLANNING AND RATES

(Continued on Sheet 11.1)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Fourteenth~~ Revised Sheet No. 11.1  
~~Thirteenth~~ Revised Sheet No. 11.1

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Primary Service Discount: A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount: A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Minimum Bill: \$335.00 Basic Monthly Charge.

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Definition of Billing Demand: The maximum integrated 15-minute metered kW demand in the billing period.

Definition of Ratcheted Demand: The greater of the Billing Demand in the current month or the highest Billing Demand occurring in the previous eleven months.

Determination of Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

TERMS AND CONDITIONS:

- (a) Service will be made available under this rate schedule upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the Billing Demand fall below 700 KW, the customer may be reclassified to Rate Schedule GSD, at the option of JEA. Should customer use fall below 475 kWh per KW of Ratcheted Demand, the customer may be reclassified to Rate Schedule GSLD, at the option of JEA.

(Continued on Sheet 11.2)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES



JEA

Canceling ~~Twentieth~~ Revised Sheet No. 11.2  
~~Nineteenth~~ Revised Sheet No. 11.2

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- (d) Selection of the GSLD-HLF rate will require the customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party.
- (e) Selection of the GSLD-HLF rate will preclude the election of any JEA Rider, except Rider EDP for new customers. A new customer is defined as a customer having a meter set after October 1, 2014.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Seventeenth~~ Revised Sheet No. 11.3  
Canceling ~~Sixteenth~~ Revised Sheet No. 11.3

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~~RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES~~

Effective ~~October 1, 2015~~

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FINANCIAL PLANNING AND RATES

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Seventeenth~~ Revised Sheet No. 12.0  
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INTERRUPTIBLE SERVICE EXTRA LARGE DEMAND  
Revenue Codes ISXLD

RATE SCHEDULE ISXLD  
INTERRUPTIBLE SERVICE EXTRA LARGE DEMAND (OPTIONAL)

AVAILABLE:

In all territory served by JEA where service can be rendered from JEA transmission voltage facilities having adequate capacity to serve the load.

APPLICABLE:

To any customer with measured monthly billing demand of 50,000 kW or greater eight (8) or more billing periods out of the last twelve (12) consecutive billing periods. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rate schedule is not permitted.

Customers taking service under this rate schedule are required to execute a service agreement.

CHARACTER OF SERVICE:

JEA's 69,000 voltage level or higher

LIMITATION OF SERVICE:

Interruptible service is electric service that can be interrupted either automatically or manually at the sole discretion of JEA. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required (a) to maintain service to JEA's firm power customers and firm power sales commitments, (b) to supply emergency Interchange service to another utility for its firm load obligations only, (c) in connection with maintenance outages on JEA's system, or (d) when the price of power available to JEA from any source exceeds 30 cents per kWh.

RATE PER MONTH:

The charge per month shall consist of the total of the basic monthly, demand, energy, peaking, fuel, and environmental charges as follows:

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Basic Monthly Charge: \$770.00 per month

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Demand Charge: \$6.58 per kW for all kW of Billing Demand

(Continued on Sheet 12.1)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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Canceling ~~Thirteenth~~ Revised Sheet No. 12.1  
~~Fourteenth~~ Revised Sheet No. 12.1

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Excess Reactive Demand Charge: \$6.58 for all Excess Reactive Demand as defined below

Energy Charge:

- For the first 300 kWh per kW of Ratcheted Demand: 0.920 cent per kWh
- For the next 65 kWh per kW of Ratcheted Demand: 0.860 cent per kWh
- For all energy above 365 kWh per kW of Ratcheted Demand: 0.795 cent per kWh

Peaking Price: 18.917 cents per kWh plus applicable Fuel Charge

Customers will be notified no later than 4:00 p.m. Eastern Time of the time periods “peaking price” will be in effect for the following day.

Fuel Charge: As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge: As stated in the Environmental Charge (Sheet No. 5.1)

Transmission Service Discount: A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Minimum Bill: The dollar amount of the minimum bill shall be specified in the Service Agreement.

Definition of Billing Demand: The maximum integrated 15-minute metered kW demand in the billing period unless otherwise specified in the Service Agreement. In no event shall Billing Demand be less than 50,000 kW.

Definition of Ratcheted Demand: The greater of the Billing Demand in the current month or the highest Billing Demand occurring in the previous eleven months.

Determination of Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Application of Peaking Price: JEA will activate the Peaking Price when JEA’s marginal price meets or exceeds JEA’s Combustion Turbine Price as listed in JEA’s Schedule A interchange report.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Twelfth~~ Revised Sheet No. 12.2  
~~Eleventh~~ Revised Sheet No. 12.2

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(Continued from Sheet 12.1)

Buy-Through Provision: Customers served under this rate schedule may elect to participate in the optional Buy-Through Provision. JEA will solicit power and energy purchases from other sources on the customer's behalf during periods when JEA would otherwise interrupt the customer's electrical loads. Customer may request enrollment in the Buy-Through Provision (or re-enrollment after withdrawing) by making written request to JEA, to which JEA shall respond within thirty (30) days. Should JEA not be able to arrange Buy-Through power, the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted, which JEA will sell to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making said purchases, Customer shall pay JEA's cost of purchasing such power plus 3 mils per kWh in lieu of the otherwise-applicable energy charge listed in Rate Schedule ISXLD. Customer may withdraw from participation by providing one year's advance written notice to JEA.

TERMS AND CONDITIONS:

- (a) Service will be made available under this rate schedule upon execution of a Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the customer's Billing Demand be reduced below the demand threshold of 50,000 kW, JEA may, at its option, reclassify the account to Rate Schedule GSLD.
- (d) In addition to the Limitation of Service described above, JEA may further interrupt electric service upon 30 days advance notice or at any other mutually agreed upon date and time, to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions.
- (e) Selection of the ISXLD rate schedule will require an existing customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party and will preclude election of any JEA Rider.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

JEA

Twenty-Fifth Revised Sheet No. 13.0  
Canceling Twenty-Fourth Revised Sheet No. 13.0

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SL  
Revenue Codes See Rate Code

**RATE SCHEDULE SL**  
**STREET LIGHTING**

Available In all territory served by the retail distribution system of JEA.

Applicable To any Public Agency (State, County or Municipal governments) and to Owner's Associations for automatically-controlled lighting of public thoroughfares and to JEA's private residential customers who are owners of the property in question for automatically-controlled area lighting.

Character of Service Dusk-to-dawn automatically-controlled lighting owned, operated and maintained by JEA, and governed by JEA's Management Directive for Street Lighting, MD909.

Schedule of Rates

Rate Code	Service Type	Wattage & Type	Fixture Types	Monthly kWh	Monthly Non-Fuel Charge \$/Fixture*
<u>SLHPS1</u>	Standard	<u>70W HPS</u>	<u>CH, PT</u>	<u>29</u>	<u>\$6.36</u>
<u>SLHPS2</u>	Standard	<u>200W HPS</u>	<u>CH, FL</u>	<u>88</u>	<u>\$7.43</u>
<u>SLHPS3</u>	Standard	<u>250W HPS</u>	<u>CH</u>	<u>108</u>	<u>\$7.58</u>
<u>SLHPS4</u>	Standard	<u>400W HPS</u>	<u>CH, FL</u>	<u>169</u>	<u>\$8.42</u>
<u>SLMHS1</u>	Standard	<u>100W MH</u>	<u>DA</u>	<u>47</u>	<u>\$10.61</u>
<u>SLMHS2</u>	Standard	<u>150W MH</u>	<u>PT</u>	<u>67</u>	<u>\$7.57</u>
<u>SLMHS3</u>	<u>Standard</u>	<u>175W MH</u>	<u>PT</u>	<u>76</u>	<u>\$7.65</u>
<u>SLMHS4</u>	<u>Standard</u>	<u>320W MH</u>	<u>CH, FL</u>	<u>130</u>	<u>\$8.10</u>
<u>SLMHS5</u>	<u>Standard</u>	<u>320W MH</u>	<u>SB</u>	<u>131</u>	<u>\$18.06</u>
<u>SLMHS6</u>	<u>Standard</u>	<u>400W MH</u>	<u>CH, FL</u>	<u>164</u>	<u>\$8.42</u>
<u>SLMHE1</u>	<u>Historic</u> Energy & O&M	<u>150W MH</u>	<u>DA</u>	<u>67</u>	<u>\$1.92</u>
<u>SLMHE2</u>	<u>Historic</u> Energy & O&M	<u>175W MH</u>	<u>DA</u>	<u>76</u>	<u>\$2.01</u>
<u>SLMHE3</u>	Energy & O&M	<u>320W MH</u>	<u>CH, FL</u>	<u>130</u>	<u>\$2.51</u>
<u>SLMHE4</u>	Energy & O&M	<u>400W MH</u>	<u>CH, FL</u>	<u>164</u>	<u>\$2.82</u>
<u>SLLLED1</u>	<u>Standard</u>	<u>40W LED</u>	<u>CH</u>	<u>15</u>	<u>\$6.32</u>
<u>SLLLED2</u>	<u>Standard</u>	<u>40W LED</u>	<u>PT</u>	<u>16</u>	<u>\$7.07</u>
<u>SLLLED3</u>	<u>Standard</u>	<u>115W LED</u>	<u>CH</u>	<u>41</u>	<u>\$7.20</u>
<u>SLLLED4</u>	<u>Standard</u>	<u>162W LED</u>	<u>SB</u>	<u>59</u>	<u>\$17.92</u>
<u>SLLLED5</u>	<u>Standard</u>	<u>275W LED</u>	<u>CH</u>	<u>99</u>	<u>\$8.90</u>

\*Monthly Fixture charge is valid for bills of 30 days only. The charge will vary depending on the actual number of days billed.

HPS = High Pressure Sodium LED = Light Emitting Diode MH = Metal Halide

CH = Cobra Head DA = Decorative Acorn FL = Floodlight PT = Post Top SB = Shoebox

Energy Only (Rate Code ENERGY97) The monthly charge shall be computed as follows:

$$\text{Total Wattage (including Ballast)} \times 360 \text{ Hours} \times \$0.03325$$

(Continued to Sheet No. 13.1)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Seventeenth Revised Sheet No. 13.1  
Canceling Sixteenth Revised Sheet No. 13.1

(Continued from Sheet No. 13.0)

Types of Service

The types of service are defined as follows:

- (a) STANDARD SERVICE: (Applicable Rate Codes SLHPS1-4, SLMHS1-6, SLLED1-5). In addition to Energy and O&M service, as described below, this service also includes an ownership cost for the initial installation of the fixture assembly including bracket, accessories, and labor. The applicable rates are for both overhead and underground fed lighting systems. Underground systems and fixture types not listed above require a contribution-in-aid-of construction to cover the differential cost between overhead versus underground systems and standard versus non-standard fixture types.
- (b) HISTORIC (PED LIGHT) ENERGY & O&M SERVICE: (Applicable Rate Codes SLMHE1-2). This service shall apply to those Historic Pedestrian Lights that are usually installed within predefined "whitelight areas" (see Rules & Regulations, Downtown Service Area Boundary Maps). JEA is responsible for maintenance of these lights which include replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. JEA is not responsible for the installation/removal/maintenance of the street banners and associated banner rod equipment. The capital cost is the responsibility of the City or the using Agency.
- (c) ENERGY AND O&M SERVICE: (Applicable Rate Codes SLMHE 3-4). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. The capital cost is the responsibility of the City or the using Agency. This service is not available for new installations after the effective date of this policy.
- (d) ENERGY ONLY SERVICE: (Applicable Rate Code ENERGY97). This service shall apply to those lights where special arrangements have been made with JEA and applies to those decorative standards which are supplied and installed by others in the Downtown area. Maintenance and replacement of the standard shall be on a contractual or cost plus basis.

(Continued to Sheet No. 13.2)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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Deleted: INSTALLED POLE SERVICE: (Applicable Rate Codes SL76, SL77 and SL78). This service includes all services listed in the STANDARD SERVICE rates but also includes an ownership cost for the initial installation of the pole. This service is not available for new installations after the effective date of this policy.

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(d) ENERGY AND O&M SERVICE: (Applicable Rate Codes SL80, SL82 and SL87). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, and glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. This ser... [6]

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FINANCIAL PLANNING AND RATES



JEA

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~~Fifteenth~~ Revised Sheet No. 13.2

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(Continued from Sheet No. 13.1)

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). The FFPC is applied to the Monthly kWh.

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1). The Environmental Charge is applied to the Monthly kWh.

Terms and Conditions

The following Terms and Conditions apply to Lighting Service:

- (a) Monthly charges for all Rate Codes are based upon JEA having an existing source of electrical power to each lighting installation.
- (b) Monthly charges are based on an overhead service. An initial charge will be required for all underground installations, unless a facilities charge is applied.
- (c) Prior to installation of area lighting facilities, JEA's private residential customers who are owners of the property in question, shall execute a contract for lighting service with JEA. The initial term for such contracts shall be three (3) years. In the event the light is removed prior to the expiration of the first three (3) year contract, either at the customer's request or for non-payment of bill, a "Take-Down" fee shall be assessed the customer. All charges due under this contract shall be applicable to any account the customer may then or thereafter have with JEA.

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Deleted: Rate Codes SL80 through SL87, inclusive, apply to those existing mercury vapor installations which are no longer available and are being discontinued by JEA. As they reach obsolescence they will be replaced with high pressure sodium vapor installations which are structurally and electrically equivalent. Billing will be in accordance with the applicable rate schedule

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Thirteenth~~ Revised Sheet No. 14.0  
~~Fourteenth~~ Revised Sheet No. 14.0

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

JEA

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

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Canceling ~~Tenth~~ Revised Sheet No. 14.2

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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~~Eighteenth~~ Revised Sheet No. 15.0

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

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~~Fourteenth~~ Revised Sheet No. 15.1

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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FINANCIAL PLANNING AND RATES

JEA

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

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~~Fifteenth~~ Revised Sheet No. 16.0

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RIDER MA  
MULTIPLE ACCOUNT LOAD FACTOR  
IMPROVEMENT RIDER

Available

In all territory served by JEA.

Applicable

To customers whose services are eligible for Rate Schedules GS, GSD, GSLD, and GSXLD, and whose combined kW demand meet the minimum requirements of Rate Schedule GSLD. This rider is not available to any pooling or other purchasing arrangement in which entities that would otherwise be individual customers totalize their electricity purchases through any other customer. Resale of energy purchased under this rider is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

For customers electing to totalize their accounts, the charge per month shall be the energy, demand, and excess reactive demand charges as listed under JEA's GSLD, or GSXLD Rate Schedule plus a \$1,000 per month basic monthly charge and a monthly \$85.00 per account site fee.

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Definition of Combination

The combination of meters shall mean the combining of the separate consumption and registered kW demand for the customer with two or more service locations throughout JEA's service territory.

Determination of Billing Demand

The Billing Demand for the month shall be the combined maximum integrated 15-minute metered kW demand in the month.

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) JEA will install demand meters on accounts receiving service under JEA's General Service (GS) Rate Schedule who are totalized.
- (c) Time of Day billing is not available with Rider MA.
- (d) The customer may add a qualifying account at any time. However, if the customer deletes an account that is under the MA Rider, that account may not be restored to the MA Rider for a period of 12 months.
- (e) If the customer's aggregate load falls below 699 kW, the customer's participation in this Rider may be terminated.
- (f) Customer taking service under this rider will be subject to having their coincident peak demand adjusted if there is an indication of a power factor of less than 90% lagging based on metering. Any demand adjustments will be based on the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015



JEA

Twelfth Revised Sheet No. 16.10  
Canceling Eleventh Revised Sheet No. 16.10

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**RIDER GSLDR-5  
GENERAL SERVICE LARGE DEMAND RIDER  
(CLOSED TO NEW CUSTOMERS)**

Available

In all territory served by JEA.

Applicable

To any customers who have executed a General Service Large Demand Rider Electric Service Agreement with JEA before August 20, 2013 and whose accounts qualify for electric service under Rate Schedule GS, GST, GSD, GSDD, GSDDT, GSDDT or Multiple Account Load Factor Improvement Rider and whose accounts in aggregate demand are no less than 699 KW, or whose account(s) qualify for electric service under Rate Schedule GSD and whose account(s) have an average load factor equal to or greater than 65%. Resale of energy purchased under this rider is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

Customers executing a General Service Large Demand Rider Electric Service Agreement before August 20, 2013 shall receive up to a 5% discount on their electric bill(s). The discount will be applied to the electric charge. The discount will not apply to any credits, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees.

Definition of Aggregated Load

The sum of the highest billing demands for each account for the past 12 months.

Definition of Average Load Factor

Average load factor =  $\frac{\text{12-month average consumption (kWh)}}{\text{12-month average demand (kW)} \times 730 \text{ (hrs/month)}}$

Term of Service

Service under this rider shall be for a minimum initial term of five (5) years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial two (2) years, will be required to give JEA a minimum of thirty-six (36) months notice prior to the transfer to JEA's standard rates or, if allowed by law, receipt of service from another electric service provider. Should the customer elect to terminate the General Service Large Demand Electric Service Agreement with JEA, giving less than thirty-six (36) months notice, then the customer shall pay an amount equal to the discounted monthly kW demand charge times the customer's average billing demand for the most recent 12 months for each of the remaining months of the contract term.

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) At the option of the customer this five percent (5%) discount may be used for funding certain electric and electric-related infrastructure at the customer's service location.  
(Continued to Sheet No. 16.11)

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FINANCIAL PLANNING AND RATES

**RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES**

Effective **October 1, 2015**

JEA

Canceling ~~Sixth~~ Revised Sheet No. 16.11  
~~Fifth~~ Revised Sheet No. 16.11

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(Continued from Sheet No. 16.10)

- (c) Election of JEA's General Service Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (d) Customer must maintain a minimum aggregate electric demand of 699 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, the customer may be billed according to their normal non-discounted rate classification.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum initial length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Large Demand Rider Electric Service Agreement.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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~~Fifteenth~~ Revised Sheet No. 16.20

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RIDER GSXLD  
GENERAL SERVICE EXTRA LARGE DEMAND

Available In all territory served by JEA.

Applicable To any customers who have executed a ten (10) year General Service Extra Large Demand Electric Service Agreement with JEA and whose existing account is no less than 25,000 kW demand or whose existing multiple accounts in aggregate are no less than 25,000 kW demand. Resale of energy purchased under this rider/rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month For customers executing an General Service Extra Large Demand Electric Service Agreement the charges per month listed below will apply to the customer's respective accounts unless the customer elects to totalize. Combined accounts under contract will be subject to the rates listed under the heading "Rates per Month for Combined Accounts".

Rates for Contracted Accounts under Rate Schedules GS, GSD and GSLD:

	<u>GSXLD-GS</u>	<u>GSXLD-GSD</u>	<u>GSXLD-GSLD</u>
<u>Basic Monthly Charge</u>	\$9.25	\$85.00	\$335.00
Demand Charge per kW	Not Applicable	\$6.98	\$10.06
Energy Charge per kWh	4.813 cent	2.356 cent	<del>1.622</del> cent
Fuel Charge	See Sheet No. 5.0	See Sheet No. 5.0	See Sheet No.5.0
Energy Only Charge per kWh	Not Applicable	6.341 cent	Not Applicable
Excess kVar Charge per	Not Applicable	Not Applicable	Per Sheet 5.1
Excess kVar			
Environmental charge	See Sheet No. 5.1	See Sheet No. 5.1	See Sheet No.5.1

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Thirteenth~~ Revised Sheet No. 16.21  
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(Continued from Sheet No.16.20)

Rate per Month for Combined Accounts:

Basic Monthly Charge: \$ 1,000.00 per month

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Demand Charge: \_ \$10.06 per kW

Energy Charge : \_ ~~1.622~~ cent per kWh plus the applicable Fuel Charge

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Excess Reactive Demand Charge: \_ As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Site Fee: \_ \$85.00 per site

Deleted: Street Lighting<sup>¶</sup> and Traffic Signals<sup>¶</sup> Street lighting and traffic signal accounts shall receive a 20% discount from their electric bill. The discount will be applied to the total lighting electric bill before the application of any credits, penalties, service charges, or taxes if applicable.

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill Will be the applicable Basic Monthly Charge as listed above, plus any special service charges as defined in the agreement.

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Multiple Account Option Customers with two (2) or more existing accounts with an Aggregate Load totaling 25,000 kW or more are eligible for service under this rate schedule. The accounts will be combined according to the terms and conditions of JEA's Multiple Account Load Factor Improvement Rider.

Definition of Aggregated Load The sum of the highest billing demands for each account for the past 12 months.

(Continued to Sheet No.16.22)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Thirteenth~~ Revised Sheet No. 16.22  
Canceling ~~Twelfth~~ Revised Sheet No. 16.22

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(Continued from Sheet No. 16.21)

Determination of Billing Demand

The Billing Demand for the month shall be either the totalized or the non-totalized maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 10 years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial five (5) years will be required to give JEA a minimum of sixty (60) months notice prior to the transfer to JEA's standard rates, or if allowed by law, receive service from another provider of electricity. Should the customer elect to terminate the General Service Extra Large Demand Electric Service Agreement with JEA with less than the required five (5) years notice, then the customer shall pay an amount equal to the monthly kW demand charge times the customer's average billing demand for the most recent 12 months for the remainder of the contract term.

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

~~Eleventh Revised Sheet No. 16.23~~  
Canceling ~~Tenth Revised Sheet No. 16.23~~

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(Continued from Sheet No. 16.22)

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The customer may not purchase electricity from another entity during the period the accounts are under contract.
- (c) The customer must maintain a minimum aggregate load of 25,000 kW in a 12 month period to remain eligible for this rate.
- (d) Election of JEA's General Service Extra Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (e) Customer must maintain a minimum aggregate electric demand of 25,000 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, JEA will require the customer to select one of the following options:
  - 1) Terminate service under this Rider and pay termination fees applicable to cancellation with less than 36 month notice; or
  - 2) Revert to the conditions of the General Service Large Demand Rider.
- (f) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Extra Large Demand Rider Electric Service Agreement.

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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FINANCIAL PLANNING AND RATES

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~~Eighth~~ Revised Sheet No. 16.30

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RIDER LDI  
LOAD DENSITY IMPROVEMENT RIDER  
(CLOSED TO NEW CUSTOMERS)

Available To new and existing customers receiving service in Planning Districts 3 East, 4 West, 5 West, 6 and 7 served by JEA.

Applicable To new or existing customers who have executed a ten (10) year Load Density Improvement Electric Service Agreement with JEA and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDD, GSLE, and GSLEDT. Application to commence service under this Rider after October 1, 2002, will not be accepted. Resale of energy purchased under this rider is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month Customers executing a Load Density Improvement Electric Service Agreement shall receive an adjustment based on the percentages listed below. For new customers, the discount will be applied to the electric charge including the energy and demand charges, the primary service discount, transmission discount and the excess KVAR charge. The adjustment will not apply to penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing customers, the adjustment will only be applied to the bill components above the base load as defined in "Definition of Base Load."

Months 1- 12	25 Percent
Months 13- 24	15 Percent
After Month 24	5 Percent

Term of Service Service under this rider shall be for a minimum initial term of seven (7) years from the commencement of service. Customers desiring to terminate service under this rider, after the initial term, will be required to give JEA a minimum of thirty-six (36) months notice. Should the customer elect to terminate the Load Density Improvement Rider Agreement with JEA with less than the required thirty-six (36) month notice, the customer shall pay an amount equal to the monthly kW demand charge times the customer's average billing demand for the most recent 12 months for the remainder of the contract term.

(Continued to Sheet No.16.31)

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FINANCIAL PLANNING AND RATES

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

JEA

Canceling ~~Sixth Revised Sheet No. 16.31~~  
~~Fifth Revised Sheet No. 16.31~~

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(Continued from Sheet No. 16.30)

Definition of  
New and  
Existing Customer

A customer will be considered a new customer provided its meter is set or service is put in its name after May 21, 1996. A name change or other superficial change at an existing location, whereby the ownership and control over the premises are not changed, will not be considered as a new customer. An applicant shall also be considered a new customer if the applicant can demonstrate that an existing facility has not been in operation for at least twelve months. All customers who are not new customers will be considered existing customers. Existing customers will be eligible for this rider when the customer materially increases its use on or after May 22, 1996.

Definition of  
Incremental Load

The portion of the customer's load which has materially increased as a result of expansion. A material increase can be the result of: (1) An increase in electrical usage of at least twenty-five percent (25%), (2) Adding a minimum of 500kW to the existing load, (3) Adding twenty-five full time jobs.

Definition of  
Base Load

JEA will establish a twelve month base usage period for each qualifying customer. Such base usage will reflect, by month, the billed kW and KVAR demand and kWh consumption for the 12 month period immediately preceding the customer's application for service.

Terms and  
Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The existing customer shall notify JEA in writing of a material increase in electric service. If for the next three consecutive months or any three consecutive months in the twelve months preceding the application, each month's usage exceeds the usage in the preceding year by at least twenty-five percent (25%), or if a minimum load of 500 kW is added, then the customer will be eligible to receive service under this Rider following approval of the application. The existing customer may also be eligible for service under this rider if twenty-five permanent jobs are added. Each full time employee, as reported on Department of Labor quarterly form ES202 filed with the Florida Department of Labor, will constitute one job.
- (c) Service under this rider shall not be available where the service is furnished solely or predominately for telephone booths, telecommunication local distribution facilities, cable television or similar structures or locations, for multi-tenanted residential buildings, or service defined as "Temporary", for residential-type premises where the account is in the name of a non-residential entity, such as apartments for renting purposes and for corporations.

(Continued to Sheet No. 16.32)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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~~Seventh~~ Revised Sheet No. 16.32  
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(Continued from Sheet No. 16.31)

- (d) Election of JEA's Load Density Improvement Rider will preclude the election of any other JEA Rider for new load. The Base Load of existing customers will be allowed to be served under Rider GSLDR-5, if eligible.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Load Density Improvement Electric Service Agreement.
- (f) A customer who has multiple accounts with JEA and qualifies for a discount under this rider may aggregate any other General Service accounts which qualify, as to location, under this LDI rider.

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Effective October 1, 2015

JEA

Canceling ~~Eleventh~~ Revised Sheet No. 16.40  
~~Twelfth~~ Revised Sheet No. 16.40

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IS  
Revenue Codes  
INT513A,3B,5A,5B

RIDER IS  
INTERRUPTIBLE SERVICE

Available In all territory served by JEA .

Applicable To customers eligible for Rate Schedules SS or GSLD, whose accounts have an average load factor equal to or exceeding 35%, and who have executed an Interruptible Service Agreement with JEA. JEA reserves the right to limit the total load served under this rider. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rider is not permitted.

Character of Service JEA's standard voltage levels.

Limitation of Service Interruptible service under this rider is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency Interchange service to another utility for its firm load obligations only, or (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.

Rate Per Month The charge per month shall consist of the total of the ~~basic monthly~~, demand and energy charge as follows:

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~~Basic Monthly~~ Charge:

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\$ 770.00 per month

(Continued to Sheet No. 16.41)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective ~~October 1, 2015~~

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JEA

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Canceling ~~Twelfth~~ Revised Sheet No. 16.41

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(Continued from Sheet No. 16.40)  
The customer may elect either of the following two price options:

**Option A - Single Price with Peaking Price Rolled- In:**

Demand Charge: \$6.58 per kW for all kW of Billing Demand.

Energy Charge: 2.222 cent per kWh plus applicable Fuel and Environmental Charges

**Option B - Peak Price Separately Listed:**

Demand Charge: \$6.58 per kW for all kW of Billing Demand.

Energy Charge: 1.603 cent per kWh plus applicable Fuel and Environmental Charges

Peaking Price: 18.917 cent per kWh plus applicable Fuel Charge

Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the “peaking price” will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received.

Excess Reactive Demand Charge: As stated in the Reactive Demand (KVAR) policy (Sheet 5.1).

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill \$770.00 Basic Monthly Charge, plus any special service charges as defined in the agreement.

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Determination of Billing Demand The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Definition of Average Load Factor Average load factor =  $\frac{12\text{-month average consumption (kWh)}}{12\text{-month average demand (kW)} \times 730 \text{ (hrs/month)}}$

Definition of Interruptible Service Interruptible Service is electric service that can be interrupted either automatically or manually at the discretion of JEA.

Definition of Peaking Price JEA will activate the Peaking Price when JEA’s marginal price meets or exceeds JEA’s Combustion Turbine Price as listed in JEA’s monthly Schedule A interchange report.

(Continued to Sheet No. 16.42)

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**RYAN WANNEMACHER, DIRECTOR**  
**FINANCIAL PLANNING, BUDGETS, AND RATES**

Effective **October 1, 2015**

JEA

~~Fourteenth~~ Revised Sheet No. 16.42  
Canceling ~~Thirteenth~~ Revised Sheet No. 16.42

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(Continued from Sheet No. 16.41)

Determination of Excess Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (GSLDR-5).

If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charge as calculated by the Interruptible Tariff. After completion of two (2) years under the provisions of this option, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination. Customers who have executed an Interruptible Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option when it is effective. If the Customer elects this option, the five (5) year term of this Agreement commences upon execution of the revised Agreement.

(Continued to Sheet No. 16.43)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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JEA

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~~Seventh~~ Revised Sheet No. 16.43

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(Continued from Sheet No.16.42)

Buy-Through Provision

Customers served under this schedule may elect to have JEA minimize interruptions as described in "limitation of service" by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted. JEA will sell this power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA's cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of an Interruptible Service Agreement accompanied by payment of deposit or bond if required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the rights to modify terms and conditions of service under this rate schedule at any time and may terminate this schedule upon six (6) months written notice after having held a public hearing.
- (d) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (e) JEA reserves the right to interrupt electric service once each calendar year, upon 30 days advance notice or at a mutually agreed upon date and time, in order to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions.
- (f) A customer electing the commencement of service under this tariff will be able to cancel interruptible service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA's standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in "Term of Service"

(Continued to Sheet No. 16.44)

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RYAN WANNEMACHER, DIRECTOR  
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Effective October 1, 2015

JEA

Canceling ~~Tenth~~ Revised Sheet No. 16.44  
~~Ninth~~ Revised Sheet No. 16.44

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(Continued from Sheet No.16.43)

- (g) Rider IS is applicable to Rate SS (co-generation) customers for billing rate and service term only. The Measured demand or the Contract demand of the SS contract (whichever is greater) will be billed at the IS tariff rate. Optional Time of Day billing is not allowed with Rider IS.
- (h) Election of JEA's Interruptible Service Rider will preclude the election of any other JEA Rider.
- (i) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum total length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Interruptible Service Agreement.

**INCREMENTAL ECONOMIC DEVELOPMENT PROGRAM (IEDP)**

Period The Incremental Economic Development Program will begin October 1, 2011 and end September 30, 2021.

Scope Specific incremental electric charges associated with the incremental load above a predetermined baseline. The discount shall be applied to incremental kW demand charges net of service level discount, kWh consumption charges net of service level discount, environmental charges and fuel charges. No discount will be apply to excess kVar charges, peaking energy or peaking fuel charges, penalties, service charges, Gross Receipts taxes or other applicable taxes or fees.

Determination of Baseline Load **First 5 Program Years (JEA FY2012 – FY2016):**  
For existing customers, the baseline will be the lesser of FY2008 through FY2010 total kWh consumption and the peak billed kW demand in the corresponding fiscal year

For new customers or new facilities qualifying during FY2011 – FY2015, the baseline will be zero (0) kW demand. There will be no baseline established for kWh consumption. Discounts will not apply to kWh energy, environmental or fuel charges.

**Second 5 Program Years (JEA FY2017 – FY2021):**  
Existing customers, the baseline will be the greater of FY2008 through FY2016 total kWh consumption and the peak billed kW demand in the corresponding fiscal year. During the second five years, all customers will be considered existing customers.

(Continued to Sheet 16.45)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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To calculate baseline total kWh consumption, JEA will use twelve consecutive monthly bills from October through September. Only in the event that eleven or thirteen bills were generated in the baseline year or where a billing correction has occurred will a baseline be calculated using a methodology that prorates daily energy consumption. Any meter or billing anomalies, including zero (0) kW demand and/or zero (0) kWh consumption within the fiscal year will be excluded from the baseline calculation.

Discount Schedule Discounts will be applied on a monthly basis using the percentages listed in the table below.

**Discounts on Monthly kW and kWh  
 Average Monthly Baseline**

<u>JEA Fiscal Year</u>	<u>Base Charges</u>	<u>Fuel Charges</u>	<u>Baseline</u>
2012	100 %	10 %	lesser of
2013	100 %	10 %	<b>FY2008</b>
2014	75 %	7.5 %	through
2015	50 %	5 %	<b>FY2010</b>
2016	25 %	2.5 %	
2017	100 %	0 %	greater of
2018	100 %	0 %	<b>FY2008</b>
2019	75 %	0 %	through
2020	50 %	0 %	<b>FY2016</b>
2021	25 %	0 %	
2022	0 %	0 %	

Definition of  
Base Charges Demand, Energy, and Environmental Charges

Definition of  
Fuel Charges Variable Fuel, Fuel Recovery, Fuel Stabilization Charges

Definition of  
Incremental Load The portion of the customer's kW demand and kWh consumption which exceeds the established baseline.

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 FINANCIAL PLANNING AND RATES

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Terms and  
Conditions  
for IEDP

- (a) JEA reserves the right to limit any one customer's incremental increase in kW demand or kWh consumption.
- (b) Existing General Service Large Demand (GSLD) customers who qualify for available interruptible service must execute an Interruptible Service Agreement by December 31, 2011. Customers must execute an Interruptible Service Agreement to participate in the IEDP. No retroactive discounts
- (c) New customers will only be considered when their facility meets the minimum qualifications for the Interruptible Service Rider. Customers must sign an Interruptible Service Agreement either within 12 months after qualifying for available interruptible service or by September 30, 2015, whichever occurs first. No retroactive discounts will apply.
- (d) Baseline and lower kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider.
- (e) Incremental kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider less the incremental service level discount then the IEDP percentage as listed in the table above will be applied to the result.
- (f) For each customer with multiple service points baselines will be established for each metered service point separately.
- (g) JEA reserves the right to cancel the Incremental Economic Development Program in the event that it is determined that the Program could have an adverse impact to JEA's bond credit rating, JEA's electric reliability, or any other significant factor as determined solely by JEA
- (h) Should another government body or agency, or regulatory body or task force promulgate, legislate or institute objectives or rules that provide for discounts on energy services, JEA reserves the right to remove this Incremental Economic Development Program from its Electric Tariff Documentation, pending Board approval, and then implement the other entity's program.

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Effective October 1, 2015



JEA

~~Eleventh~~ Revised Sheet No. 16.50  
Canceling ~~Tenth~~ Revised Sheet No. 16.50

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CS  
Revenue Codes  
CURT543A,3B,5A,5B

RIDER CS  
CURTAILABLE SERVICE

Available In all territory served by JEA.

Applicable To customers eligible for Rate Schedules SS or GSLD who have executed a Curtailable Service Agreement with JEA. The customer agrees during a period of requested curtailment to curtail a minimum load of 200 kW. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rider is not permitted. JEA reserves the right to limit the total load served under this rider.

Character of Service JEA's standard voltage levels.

Limitation of Service Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency interchange service to another utility for its firm load obligations only, and (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.

Rate Per Month The following charges are applicable to the curtailable portion of the customer's load only. The kW demand and kWh consumption not exceeding the Contracted Non-Curtailable demand shall be billed according to the terms and conditions of JEA's standard General Service Large Demand Rate Schedule.

Basic Monthly Charge:

\$ 735.00 per month

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RYAN WANNEMACHER, DIRECTOR  
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JEA

~~Thirteenth Revised Sheet No. 16.51~~  
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(Continued from Sheet No. 16.50)

The customer may elect either of the following two price options:

**Option A - Single Price with Peaking Price Rolled-In:**

Demand Charge: \$9.27 per kW for all kW of Billing Demand.

Energy Charge: 2.148 cent per kWh plus applicable Fuel and Environmental Charges

**Option B - Peaking Price Separately Listed:**

Demand Charge: \$9.27 per kW for all kW of Billing Demand.

Energy Charge: 1.556 cent per kWh plus applicable Fuel and Environmental Charges

Peaking Price: 18.101 cent per kWh plus applicable Fuel Charge

Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the "peaking price" will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received.

Excess Reactive Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Fuel Charge: As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge: As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill: \$735.00 ~~Basic Monthly~~ Charge, plus any special charges as defined in the agreement.

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Definition of Billing Demand: The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Definition of Curtailable Service: Curtailable Service is the electric service that can be reduced or interrupted upon request of JEA but solely at the discretion of the customer.

Definition of Contracted Non-Curtailable Demand: The Contracted Non-Curtailable Demand for the month shall be the maximum integrated 15-minute metered kW demand that the Customer shall have requested and JEA shall have agreed to supply.

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Effective October 1, 2015

JEA

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Definition of Peaking Price

JEA will activate the Peaking Price when JEA's marginal price meets or exceeds JEA's Combustion Turbine Price as listed in the monthly Schedule A interchange report.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (GSLDR-5).

If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charges calculated by the Curtailable Tariff. After completion of two (2) years under the provisions of this Agreement, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination.

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RYAN WANNEMACHER, DIRECTOR  
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JEA

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Term of Service (cont'd)

Customers who have executed a Curtailable Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option. If the Customer elects this option, the five (5) year extended term begins upon execution of the revised Agreement.

Terms and Conditions

- (a) Service will be made available under this rider upon execution of a Curtailable Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the right to modify terms and conditions of service under this rate schedule at any time. JEA may terminate this rider upon 6 months written notice after having held a public hearing.
- (d) If the customer increases the electrical load, which requires JEA to increase facilities installed for the specific use of the customer, an additional term of service may be required under this rate at the discretion of JEA.
- (e) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (f) If the maximum 15 minute kW demand established during any period of requested curtailment exceeds the customer's non-curtailable demand, then penalty charges will be assessed. The amount above the non-curtailable demand will be rebilled based on the difference in charges between JEA's GSLD rate and the CS rate for:
  - 1) the prior 12 months or
  - 2) the number of months since the prior curtailment period, or
  - 3) the period of time on the CS rate, whichever is less.
 The dollar amount will be weighted by the ratio of the difference between the customer's non-curtailable demand and the maximum demand during the curtailment to the average peak during the appropriate period as specified above. A penalty charge of \$15.00 per kW for the current month will also be assessed. JEA's credit and collection policy will be applied for any adjustment made to the bill.
- (g) Rider CS is applicable to Rate SS (co-generation) customers for billing rate and term of service only. The Measured demand or the Contract demand of the SS contract (whichever is greater) in excess of the contract demand of the CS contract will be billed at the CS demand rate. Optional Time of Day billing is not allowed for the Rider CS.

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RYAN WANNEMACHER, DIRECTOR  
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FINANCIAL PLANNING AND RATES

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(Continued from Sheet No. 16.53)

- (h) Election of JEA’s Curtailable Service Rider will preclude the election of any other JEA Rider for the Curtailable load. If, however, the firm load portion exceeds 699 kW, then the Customer may elect to execute a General Service Large Demand Rider (GSLDR-5) on the firm load. If the Customer elects to execute the GSLDR-5 agreement for its firm load, then the term of the Curtailable Service Agreement is extended to five (5) years to allow the Curtailable Service Agreement and the GSLDR-5 contract to run concurrently. Electric charges for the non-firm load, as calculated by the Curtailable Tariff, will be discounted 2.5% for the full term of the Agreement.
- (i) A customer electing the commencement of service under this tariff will be able to cancel curtailable service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA’s standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in “Term of Service”.
- (j) JEA and the customer may agree for JEA to provide additional services including related water, sewer and energy services, vary the term of service, with a maximum length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Curtailable Service Agreement.

Buy-Through Provision

Customers served under this schedule may elect to have JEA minimize interruptions as described in “limitation of service” by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted JEA will then sell this purchased power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA’s cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.

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RIDER EDP  
ECONOMIC DEVELOPMENT PROGRAM RIDER

(Experimental)

Available

To new and existing customers receiving service in all territory served by JEA. Application for service under this Rider will not be accepted after September 30, ~~2018~~.

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Applicable

To new or existing Customers who have executed an Economic Development Program Electric Service Agreement with JEA on or after October 1, 2013 and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLD, GSLDT, or GSLDHLF. New or incremental existing metered demand under this rider must be a minimum of 300 kW at a single site of delivery and the Customer must employ an additional work force of at least 15 full-time employees in JEA's service territory. This rider applies to new or incremental metered demand and additional employees on or after October 1, 2013. JEA reserves the right to accept or not accept any application for the Economic Development Program Rider.

Character of Service

JEA's standard voltage levels.

Rate Per Month

Customers executing an Economic Development Program Electric Service Agreement on or after October 1, 2013 shall receive a discount for new or incremental metered demand based on the percentages listed below. The discounts below will be applied to the electric charges including demand, energy, and environmental charges. The adjustment will not apply to other charges, including ~~basic monthly~~ charges, fuel charge, excess KVAR charge, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing Customers, the adjustment will only be applied to the charges above the base metered demand and energy as defined in "Definition of Baseline."

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Year	Discount	Discount in Load Density Improvement Areas
Year 1*	30%	35%
Year 2	25%	30%
Year 3	20%	25%
Year 4	15%	20%
Year 5	10%	15%
Year 6	5%	10%
Year 7	0%	0%

\*Year 1 can be extended as outlined in General Provisions (g) below

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Definition of Incremental Metered Demand

The portion of the customer's metered demand which has increased by a minimum of 300 kW as a result of expansion or new construction.

Definition of Baseline

JEA will establish a baseline usage for each qualifying existing customer. Such base usage will reflect the billed peak kW and highest kWh consumption for the 12 month period immediately preceding the Customer's application for service.

General Provisions

- a) Customers must submit to JEA an application for service under this Rider. JEA must approve such application before the Customer may execute a Service Agreement and start service hereunder.
- b) The application must include the estimated amount of increased metered demand, nature of the increase and estimated timing of when the new metered demand will start. The application must also specify the total number of full time employees employed in JEA's service territory by the Customer at the time of the application for this Rider.
- c) The Customer must notify JEA in writing when either the planned increase in metered demand has been met or, at the option of the Customer, when the minimum 300 kW increase has been met. JEA may monitor the Customers metered demand for up to the next three months following the receipt of the Customer notification to confirm the baseline usage is exceeded by at least 300 kW.
- d) Additionally, the Customer must provide evidence annually that the number of full time employees in JEA's service territory reported at the time of application has increased by at least 15 and continues at such level.
- e) When both the new metered demand and the additional employee requirements have been met, the Customer must execute an Economic Development Program Rider Service Agreement.
- f) Year 1 discount will apply to the next twelve full billing cycles following execution of the Economic Development Program Rider Service Agreement.
- g) Customers adding more than 5,000 kW of new metered demand may elect to extend Year 1 discount for an additional 24 months to accommodate site construction.
- h) Customer adding service in areas designated for Load Density Improvement (as may be changed from time to time) will receive the discounts according to the schedule shown above.

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Term of Service

- a) Service under this rider shall be for at least six (6) years but not more than eight (8) years for projects greater than 5,000 kW, from the commencement of service and will terminate at the end of the final year.
- b) JEA may terminate service under this Rider if the Customer fails to maintain the full-time employees and/or the Customer fails to take the required amount of metered demand specified in the Economic Development Program Rider Service Agreement. If JEA elects to terminate the Economic Development Program Rider Service Agreement for noncompliance with Rider EDP, the Customer is no longer entitled to discounts provided by Rider EDP.
- c) Customers desiring to terminate service under this rider will be required to give JEA thirty (30) days written notice. If the Customer elects to terminate the Economic Development Program Rider Service Agreement the Customer is no longer entitled to discounts provided by Rider EDP.

Terms and Conditions

- a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- b) Service under this Rider shall not be available where the service is provided solely or predominately for:
  - 1) Multi-tenant residential or commercial properties
  - 2) Any service deemed "Temporary"
- c) A name change or other superficial change at an existing location, where the ownership and/or control over the premise is not changed, will not be considered as a new Customer.
- d) If a change of ownership of the same business occurs after the Customer has initiated an Economic Development Program Rider Service Agreement, the successor Customer may be allowed to continue the balance of the agreement provided there are no reductions in employment or metered demand.
- e) This Rider is not available for load shifted between service delivery points within JEA's service territory.
- f) This Rider is not available for renewal or extension beyond the date listed in the Economic Development Program Rider Service Agreement.
- g) Election of this Rider will preclude the election of any other JEA Rider for new metered demand.
- h) Customer must maintain their JEA account in a current status. JEA retains the right to terminate this Rider at any time if Customer is classified as a "High Risk Customer" as defined in JEA Procedure MBC 302 Credit & Collections

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OS  
Revenue Codes TRAF98-TRAF99

RATE SCHEDULE OS

UNMETERED MISCELLANEOUS SERVICE FOR TRAFFIC SIGNALIZATION  
AND OTHER USES

Available In all territory served by JEA

Applicable To any customer whose service is not provided by any other rate schedule, for his entire electric requirements at a single location. Consumption hereunder will be calculated based upon electric rating of component(s). Resale of energy purchased under this rate schedule is not permitted. Rate Code TRAF98 hereunder shall be applicable to unmetered traffic signalization installations.

Character of Service Single-phase 60 Hertz, at 120/208 volts: other voltages as required and if available.

Rate Per Month Rate Code TRAF98 - \$1.40 Facilities Charge per installation, plus 2.988 cent per calculated KWH  
Rate Code TRAF99 - \$5.75 Facilities Charge per installation, plus 2.988 cent per calculated KWH  
To both codes shall be added the applicable Fuel and Environmental Charges and any other adjustment.

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill The Facilities Charge plus applicable energy charge including adjustments.

Terms and Conditions (a) All procurement, erection, operation and maintenance expenses for installations served under this rate schedule shall be the responsibility of the owner thereof.

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- (b) Service will be available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by the JEA.
- (c) Customers will be placed on this rate schedule initially on the basis of calculated load. Thereafter, should the character of service be materially changed, such customer will be reclassified to the then applicable rate schedule and billed thereon commencing with such billing month.
- (d) Service hereunder shall be subject to the Rules and Regulations of JEA.

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### DISCLAIMER

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

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ELECTRICAL POWER  
CONTRACTS AND AGREEMENTS  
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<u>PARTY</u>	<u>EXPIRATION DATE</u>
1. AES Cedar Bay - Cogeneration & Wheeling	December 31, 2024
2. Florida Public Utilities Co. - 10 Year Supply Contract**	December 31, 2017
3. Anheuser-Busch, Inc. 69kV Alternate source	May 6, 1991*
4. Anheuser-Busch, Inc. - Cogeneration	August 4, 1987*
5. AT&T - Pole Attachments	December 1, 2013*
6. Baptist Medical Center - Cogeneration	April 19, 1986*
7. City of Jacksonville Beach, FL-Backup electric service	June 1, 1988*
8. Ring Power Corporation - Landfill Cogeneration	July 7, 1989*

\*Contracts with self-renewing clauses  
\*\*Excludes Transmission and Ancillary Services

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- (d) ENERGY AND O&M SERVICE: (Applicable Rate Codes SL80, SL82 and SL87). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, and glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. This service is not available for new installations after the effective date of this policy.
- (e) ENERGY ONLY SERVICE: (Applicable Rate Code ENERGY97). This service shall apply to those lights where special arrangements have been made with JEA and applies to those decorative standards which are supplied and installed by others in the Downtown area. Maintenance and replacement of the standard shall be on a contractual or cost plus basis.

ACQUIRED (SL88, SL89, SL90): These units were acquired by JEA in the acquisitions of various facilities. These units will be billed at the rates listed above until failure. At that time they will be replaced with a similar unit stocked by JEA.

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ENERGY AND O&M SERVICE: (Applicable Rate Codes SL80, SL82 and SL87). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, and glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. This service is not available for new installations after the effective date of this policy.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). The FFPC is applied to the Monthly kWh.

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1).

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## RENEWABLE ENERGY STANDARD OFFER CONTRACT

Dated as of \_\_\_\_\_

Between

JEA

(Buyer)

and

Renewable Energy Qualified Facility

(REQF)

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**RENEWABLE ENERGY STANDARD OFFER CONTRACT**

THIS RENEWABLE ENERGY STANDARD OFFER CONTRACT (including all Appendices) hereinafter referred to as the "Contract", dated as of \_\_\_\_\_ ("Effective Date") is entered into between JEA, a body politic and corporate ("Buyer"), and \_\_\_\_\_ ("REQF"). Buyer and REQF are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the REQF desires to sell and Buyer desires to purchase electricity to be generated by the REQF consistent with Section 366.91, Florida Statutes, and

WHEREAS, the REQF has signed an interconnection agreement with the Buyer, or represents or warrants that it has entered into a valid and enforceable interconnection/transmission service ("Wheeling") agreement with the utility in whose service territory the Facility as defined below is to be located, pursuant to which the REQF assumes contractual responsibility to make any and all Wheeling-related arrangements (including control area services) between the REQF and the Wheeling utility, and all intermediate control areas and transmission owners, for delivery of the Facility's firm capacity and energy to Buyer; and

WHEREAS, the JEA Board has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Qualifying Facility; and

WHEREAS, the REQF guarantees that the Facility is capable of delivering firm capacity and energy to BUYER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, REQF will develop, construct, own and operate a renewable energy qualified facility located at \_\_\_\_\_ (the "Facility") with a maximum capacity of \_\_\_\_\_ KW; and

NOW, THEREFORE, in consideration of the mutual covenants and Contracts herein set forth, the Parties hereto agree as follows:

(Continued on Sheet No. 32.6)

~~RYAN WANNEMACHER~~, DIRECTOR  
~~FINANCIAL~~, PLANNING, BUDGETS, RATES

Effective ~~October 1, 2015~~

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(Continued from Sheet No. 32.5)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Contract, the terms set forth below in this Section 1 shall have the respective meanings so set forth.

**“Affected Party”** has the meaning set forth in Section 19.1.

**“Affiliate”** means, when used with respect to any Person, any Person controlling, controlled by or under common control with such Person. For the purposes of this definition, the term "controlling" (and, with correlative meanings, the terms "controlled by" and "under common control with") shall mean (a) the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or agency or otherwise or (b) the power to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled Person .

**“Ancillary Services”** means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Interconnected Utility System in accordance with Good Utility Practice.

**“Bankruptcy”** means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief.

**“Bankruptcy Event”** means with respect to a Party, an assignment by such Party for the benefit of creditors or the filing of a case in Bankruptcy or any proceeding under any other insolvency law under which such Party is debtor in bankruptcy.

**“Business Day”** means any day except a Saturday, Sunday, a Federal Reserve Bank holiday or NERC Holidays. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

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**“Buyer Event of Default”** has the meaning specified in Section 16.3.

**“CCDD”** means Contracted Capacity Delivery Date as defined in Section 6.5.1.

**“Capacity Factor”** means the total energy produced by the Facility during the period hours divided by the amount of energy the Facility would have produced if it had operated at maximum continuous rating during the Period Hours.

**“Change in Law”** means, after the Effective Date, the enactment, adoption, promulgation, modification or repeal or a material modification or change in the administrative or judicial application by any Governmental Agency of any applicable Requirement of Law.

**“Confidential Information”** has the meaning specified in Section 16.

**“Contract Price”** means the applicable price for Electric Energy stated in Section 10.

**“Contract Year”** means for each contract year, the period commencing on the CCDD (or anniversary thereof), and ending 365 days, 366 days in leap years, later through the expiration of the Term.

**“Default Rate”** means the one-month "LIBOR" as published from time to time in the "Money Rates" section of *The Wall Street Journal*, plus 4.5% (450 basis points) per annum.

**“Dynamic Schedule”** means a telemetered reading or value that is updated in real time and is used as a schedule in the Automatic Generation Control (AGC)/Area Control Error (ACE) equation and the integrated value of which is treated as a schedule for interchange accounting purposes.

**“Dynamic Transfer”** refers to methods by which the control response to loads or generation is assigned, on a real time basis, from the control area that is electrically connected to the control area that is not electrically connected. Dynamic Schedules and Pseudo Tie are two types of dynamic transfers.

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**“Effective Date”** means the date of this Contract.

**“Electric Energy”** means electric energy output from the Facility delivered to Buyer at the Point of Delivery by REQF from and after the CCDD in accordance with the terms of this Contract.

**“Emergency Condition”** means an emergency condition or situation which (i) in the sole judgment of the REQF, Interconnected Utility, or Buyer presents an imminent physical threat of danger to life, or significant threat to health or property or (ii) in the sole judgment of the Interconnected Utility could cause a significant disruption on or significant damage to the Interconnected Utility's System (or any material portion thereof) or the transmission system of a third party (or any material portion thereof).

**“Energy Rate”** has the meaning set forth in Section 10.1.

**“Environmental Attributes”** means any and all credits, benefits, emission reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water, which are deemed of value by Buyer. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or other recognized environmental agency to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere. Environmental Attributes do not include Production Tax Credits or certain other financial incentives existing now or in the future associated with the construction or operation of the Facility.

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**“Environmental Impact”** means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Legal Requirement or occupational safety and health law, including those consisting of or relating to:

- (a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);
- (b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Legal Requirement or occupational safety and health law;
- (c) financial responsibility under any Legal Requirement or occupational safety and health law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions (“Cleanup”) required by any Legal Requirement or occupational safety and health law (whether or not such Cleanup has been required or requested by any Governmental Agency) and for any natural resource damages; or
- (d) any other compliance, corrective or remedial required under any Legal Requirement or occupational safety and health law.

**“Extension Term”** has the meaning set forth in Section 3.1.

**“Facility”** means the [insert description of Facility]

**“FERC”** means the Federal Energy Regulatory Commission or its successor.

**“Force Majeure Event”** has the meaning set forth in Section 19.1.

**“Force Majeure Period”** means any period during which a Force Majeure Event affecting REQF occurs that precludes wholly or in part the capability of the Facility to deliver Electric Energy as required hereunder.

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**“Forced Outage”** means an unplanned outage that requires either immediate removal of a unit from service, removal within six (6) hours or removal from service before the end of the next weekend as also defined by NERC.

**“FRCC”** means Florida Reliability Coordinating Council.

**“Generation Interconnection Contract”** means the generation interconnection Contract to be entered into separately between REQF and Buyer providing the construction and operation of the Interconnection Facilities at the Point Delivery.

**“Good Utility Practice(s)”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**“Government Agency”** means any federal, state, local, territorial or municipal government, governmental department, commission, board, bureau, agency, instrumentality, judicial or administrative body (or any agency, instrumentality or political subdivision thereof), or any official of any such government agency, having jurisdiction over the Buyer, REQF, the Facility, or the Interconnected Utility.

**“Governmental Approval”** means any authorization, consent, ratification, waiver, registration, approval, license, ruling, permit, exemption, filing, variance, order, judgment, decree, publication, notice to, declarations of or with or regulation by or with, or issued, granted, or given by any Government Agency relating to the acquisition, ownership, occupation, construction, Commissioning, operation or maintenance of the Facility or to the execution, delivery or performance of this Contract..

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**“Governing Documents”** means with respect to any particular entity: (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the person; (f) as to any or all of the foregoing, as applicable, all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any person or relating to the rights, duties and obligations of the equity holders of any person; and (g) any amendment or supplement to any of the foregoing.

**“Green Tags”** means (a) the Environmental Attributes associated with the energy generated from the Facility, together with (b) the Green Tag Reporting Rights associated with such energy and Environmental Attributes. One Green Tag represents the Environmental Attributes made available by the generation of 1 MWH from the facility.

**“Hazardous Material”** means any substance, material or waste which is or will foreseeably be regulated by any Governmental Agency, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste” or “toxic substance” under any provision of any Legal Requirement, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea, formaldehyde and polychlorinated biphenyls.

**“ISO” or “Independent System Operator”** means any Person that becomes responsible as system operator for the Interconnected Utility System.

**“Initial Term”** has the meaning set forth in Section 3.1.

**“Interconnection Facilities”** means the interconnection facilities that will connect the Facility with the Interconnected Utility System, as more fully described in the Generation Interconnection Contract.

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**“Interconnected Utility”** means Buyer or its successors and assigns; such assigns may include an ISO or any other entity operating a control area that includes the Interconnected Utility System.

**“Interconnected Utility System”** means the electric transmission and distribution system owned by Buyer, or their successors and assigns; such assigns may include assignment of operations to an ISO which shall then mean that Interconnected Utility System operated by such ISO.

**“kW”** means kilowatt.

**“kWh”** means kilowatt-hour.

**“Knowledge”** means that an individual will be deemed to have Knowledge of a particular fact or other matter if:

- (a) that individual is actually aware of that fact or matter; or
- (b) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Contract.

A person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (a) and (b) above), and any such individual (and any individual party to this Contract) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that person or individual.

**“Legal Requirement”** means any federal, state, local or municipal, law, ordinance, code, regulation, or statute.

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**“Lenders”** means with respect to the REQF (a) any person or entity that, from time to time, has made loans to the REQF, its permitted successors or Permitted Assigns for the financing of the Facility or the marketing of the Electric Energy or which are secured by the Facility, (b) any holder of indebtedness of the REQF, (c) any person or entity acting on behalf of such holder(s) to which any holders’ rights under financing documents have been transferred, any trustee or agent on behalf of any such holders, or (d) any Person who purchases the Facility in connection with a sale-leaseback or other lease arrangement in which the REQF is the lessee of the Facility pursuant to any form of lease arrangement.

**“Liabilities”** has the meaning set forth in Section 17.

**“Licensed Professional Engineer”** means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in the state in which the Facility is located, in accordance with all Legal Requirements, (b) has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation, or opinion, (c) has no economic relationship, association or nexus with the REQF, (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility, and (e) is licensed in an appropriate engineering discipline for the required certification being made. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations, and opinions required by this Contract shall not constitute a prohibited economic relationship, association or nexus with the REQF, so long as such engineer has no other economic relationship, association or nexus with the REQF.

**“Maintenance Outage”** means an outage that can be deferred beyond the end of the next weekend but requires that the unit be removed from service before the next planned outage as also defined by NERC.

**“MW”** means megawatt.

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“*MWh*” means megawatt-hour.

“*Moody's*” means Moody's Investors Service, or its successor.

“*Maximum Continuous Rating*” means the maximum capability of the Facility on a 24-hour basis, expressed in KW, when operated consistent with the manufacturer’s recommended power factor and operating parameters, as set forth in Appendix A.

“*NERC*” means the North American Electric Reliability Council or its successor.

“*NERC Holidays*” means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and other holidays observed by NERC.

“*Net Output*” means all energy produced by the Facility and delivered at the Point of Delivery.

“*OEM*” means the original equipment manufacturer.

“*Permitted Assignee*” means a Person having at least five (5) years experience in the operations and maintenance of electrical generation facilities similar to the Facility and having a level of creditworthiness equivalent to REQF and REQF Guarantors, which Person shall be reasonably acceptable to Buyer.

“*Person*” means any individual, firm, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, or other enterprise, government or other political subdivision.

“*Planned Outage, major*” means an outage that is scheduled well in advance and is of a predetermined duration, lasts for more than a week and occurs only once or twice per year.

“*Planned Outage, minor*” means an outage that is scheduled well in advance and is of a predetermined duration, lasts for less than a week and occurs only once or twice per month.

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**“Point of Delivery”** means, for Electric Energy delivered from the Facility, the point of which the Buyer takes receipt of the electric energy.

**“Point of Interconnection”** means, for Electric Energy, the point of REQF’s electric connection to REQF’s Interconnected Utility System. When REQF’s facilities tie directly to Buyer then Point of Interconnection and Point of Delivery shall be the same.

**“Production Tax Credits”** means production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the term of this Contract or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from renewable resources and any correlative state tax credit determined by reference to renewable electric energy produced from renewable resources for which the Facility is eligible.

**“Pseudo Tie”** – means a telemetered reading or value that is updated in real time and is used as a tie flow in the AGC/ACE equation but for which no physical tie or energy metering actually exists. The integrated value is used as a metered MWh value for interchange accounting purposes.

**“Reliability Council”** means FRCC.

**“Renewable Fuel”** means, for the purposes of this Contract, hydrogen produced from sources other than fossil fuels, biomass as defined in Section 366.91 (2)(a), Florida Statutes, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from sulfuric acid manufacturing operations.

**“Reporting Month”** shall have the meaning given to that term in Section 9.6.

**“Revenue Meter”** means the meter which measures power flow into the main step up transformer at the Facility.

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**“REQF Event of Default”** has the meaning specified in Section 15.1.

**“Site”** means the real property on which the Facility is located.

**“Standard & Poor’s”** means Standard & Poor's Rating Services Group a division of McGraw-Hill, Inc. or its successor.

**“Start-Up Testing”** means the completion of required factory and start-up tests.

**“Tax”** means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Government Agency or payable under any tax-sharing agreement or any other agreement.

**“Term”** has the meaning specified in Section 3.1.

**“Test Energy”** means Electric Energy output from the Facility delivered to Buyer from REQF during Start-Up Testing and before the CCDD in accordance with the terms of this Contract.

1.2 Interpretation. In this Contract, unless a clear contrary intention appears:

- 1.2.1 The singular number includes the plural number and vice versa;
- 1.2.2 Reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Contract, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- 1.2.3 Reference to any gender includes each other gender;

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- 1.2.4 Reference to any agreement (including this Contract), document, instrument or tariff means such agreement, contract, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;
  - 1.2.5 Reference to any Legal Requirement means such Legal Requirement as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder;
  - 1.2.6 Reference to any Section or Appendix means such Section of this Contract or such Appendix to this Contract, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;
  - 1.2.7 "Hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Contract as a whole and not to any particular Section or other provision hereof or thereof;
  - 1.2.8 "Including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
  - 1.2.9 Relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; and
  - 1.2.10 Reference to time shall always refer to prevailing Eastern Time, i.e., standard time or daylight time as applicable in Duval County, Florida.
- 1.3 Legal Representation of Parties. This Contract was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Contract to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof or thereof.
- 1.4 Titles and Headings. Section and Appendix titles and headings in this Contract are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Contract.

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2. RENEWABLE ENERGY QUALIFYING FACILITY

2.1 Capacity, Power Factor and Location of Facility.

The REQF contemplates installing and operating a \_\_\_\_\_ KVA  
\_\_\_\_\_ generator located at \_\_\_\_\_ (hereinafter  
called the "Facility"). The generator is designed to produce a maximum of  
kilowatts (kW) of electric power at a 90% lagging to 90% leading power factor. The  
facility's location and generation capabilities are as described in the table below.

2.2 Technology and Generator Capabilities

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 366.91 (2)(a), Florida Statutes, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from sulfuric acid manufacturing operations)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Minimum Load	
Peaking Capability	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

(a) The REQF's failure to complete the foregoing table in its entirety shall render this Contract null and void and of no further effect.

(b) The REQF represents and warrants that the sole source(s) of fuel or power used by the Facility, after the CCDD, to produce energy for sale to Buyer during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2)(a) and (b), Florida Statutes.

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(c) The Parties agree and acknowledge that the REQF will not charge for and Buyer shall have no obligation to pay for any electrical energy produced by the Facility except from a fuel or power source as provided for in paragraph 2.2(b) above.

(d) The REQF shall annually, within thirty (30) days after the anniversary date of this Contract, deliver to Buyer at the address provided for in Section 24 a report certified by an officer of the REQF (i) stating the type and amount of each source of fuel or power used by the REQF to produce electrical energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all electrical energy sold by the REQF to Buyer during the Contract Year complies with Sections 2.2(b) and (c) of this contract.

(e) The REQF represents and warrants that the Facility meets the renewable energy requirements of Section 366.91, Florida Statutes, and that the REQF shall continue to meet the requirements of that Section throughout the term of this Contract. Buyer shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the REQF that Buyer deems necessary to verify that the Facility meets such requirements.

3. TERM AND SURVIVAL

3.1 Term. This Contract shall have a term (the "Term") commencing on the Effective Date and terminating ten years after the CCDD unless otherwise extended or terminated in accordance with the provisions of this Contract.

Notwithstanding the foregoing, if the CCDD of the Facility is not accomplished by the REQF before December 1, 2010 or such later date as may be permitted by Buyer pursuant to Section 6, Buyer's obligations under this Contract shall be rendered of no force and effect.

3.2 Survival. The provisions of Section 1 (Definitions and Interpretation), Sections 9.4 and 9.6 (Records), Section 11 (Limitation of Liability and Exclusive Remedies), Section 12 (Resolution of Disputes), Section 15 (Default, Termination and Remedies; Notice of Default), Section 17 (Indemnification), Section 16 (Confidentiality), Section 23 (Miscellaneous Provisions), and Section 25 (Entire Contract and Amendments) shall survive the termination of this Contract.

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4. MINIMUM SPECIFICATIONS

4.1 Minimum Specifications. The following are minimum specifications pertaining to this Contract:

- 4.1.1. The avoided unit ("Avoided Unit") on which this Contract is based is an 82 MW simple-cycle combustion turbine unit.
- 4.1.2. The total Contracted Capacity needed to fully subscribe the Avoided Unit is 82 MW (the "Subscription Limit").
- 4.1.3 The maximum size of the REQF shall not be greater than 30 MW.
- 4.1.4. The date by which firm capacity and energy deliveries from the REQF to Buyer shall commence is December 1, 2010 (or such later date as may be permitted by Buyer pursuant to Section 6).
- 4.1.5. The period of time over which energy shall be delivered from the REQF to Buyer is the 10 year period beginning on the CCDD.
- 4.1.6. The following are the minimum performance standards for the delivery of firm capacity and energy by the REQF to qualify for full capacity payments under this Contract:

All Hours	
Annual Capacity Billing Factor	90%

\* REQF Performance shall be as measured as described in the Compensation Section 10 and Appendix A.

5. SALE OF ELECTRICITY BY THE REQF

5.1 Sale of Electricity. Consistent with the terms of this Contract, the REQF shall sell to Buyer and Buyer shall purchase from the REQF all of the renewable electric power generated by the Facility. Buyer shall have the sole right to purchase all renewable energy and renewable capacity from the Facility. The purchase of electricity from the Buyer will be under a separate arrangement and will follow the Applicable JEA Electric Tariff.

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5.2 Interruptible Standby Service. The REQF shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

6. PROJECT IMPLEMENTATION AND ACHIEVEMENT OF CONTRACTED CAPACITY DELIVERY DATE

6.1 Development. REQF shall (a) use all commercially reasonable efforts to develop, engineer, procure, construct, and Commission the Facility, in accordance with all Legal Requirements and Good Utility Practice, and (b) apply for and obtain all Governmental Approvals and all renewals thereof as are required for REQF to perform its obligations under this Contract, including environmental permits.

6.2 Construction. REQF shall complete, or cause the completion of, the design, construction, installation, and Commissioning of the Facility in a manner consistent with Good Utility Practices.

6.3 Project Management. If requested by Buyer, the REQF shall submit to Buyer its integrated project schedule for Buyer's review within sixty calendar days within the Effective Date of this Contract and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities.

6.4 Status Report. If requested by Buyer, the REQF shall submit progress reports in a form satisfactory to Buyer every month until the CCDD and shall notify Buyer of any changes in such schedules within ten calendar days after such changes are determined. Buyer shall have the right to monitor the construction, start-up, and testing of the Facility, either on-site or off-site. Buyer's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

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6.5 Contracted Capacity/Capacity Delivery Date.

- 6.5.1 The REQF commits to sell renewable capacity to Buyer, the amount of which shall be determined in accordance with this Section 6 (the “Contracted Capacity”). Subject to Section 6.5.3, the Contracted Capacity is set at \_\_\_ kW, with an expected CCDD of December 1, 2010.
- 6.5.2 Testing of the capacity of the Facility (each such test, a “Contracted Capacity Test”) shall be performed in accordance with the procedures set forth in Section 6.6. The Demonstration Period for the first Contracted Capacity Test shall commence no earlier than December 1, 2008 and testing must be completed by 11:59 p.m., November 30, 2010. The first Contracted Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Contracted Capacity set forth in Section 6.5.1. Subject to Section 6.6 the REQF may schedule and perform up to three (3) Contracted Capacity Tests to satisfy the requirements of the Contract with respect to the first Contracted Capacity Test.
- 6.5.3 In addition to the first Contracted Capacity Test, Buyer shall have the right to require the REQF, by notice thereto, to validate the Contracted Capacity by means of a Contracted Capacity Test at any time, up to six (6) times per year, the results of which shall be provided to Buyer within seven (7) days of the conclusion of such test. On and after the date of such requested Contracted Capacity Test, and until the completion of a subsequent Contracted Capacity Test, the Contracted Capacity shall be set at the lower of the Capacity tested or the Contracted Capacity as set forth in Section 6.5.1.
- 6.5.4 Notwithstanding anything to the contrary herein, the Contracted Capacity may not exceed the amount set forth in Section 6.5.1 without the consent of Buyer, to be granted in Buyer’s sole discretion.
- 6.5.5 The CCDD shall be defined as the first calendar day immediately following the date of the Facility’s successful completion of the first Contracted Capacity Test.

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- 6.5.6 In no event shall Buyer make capacity payments to the REQF prior to December 1, 2010.
- 6.5.7 The REQF shall be entitled to receive capacity payments beginning on December 1, 2010 (or such later date permitted by Buyer pursuant to the following sentence). If the CCDD does not occur on or before December 1, 2010, Buyer shall immediately be entitled to draw down the Completion/Performance security in full, and in addition, Buyer may, but shall not be obligated to, allow the REQF up to an additional five (5) months to achieve the CCDD. If the REQF fails to achieve the CCDD either (1) by December 1, 2010 or (ii) by such later date as permitted by Buyer, Buyer shall have no obligation to make any capacity payments under this Contract and this Contract shall be rendered null and void and of no further effect.

6.6. Testing Procedures.

- 6.6.1 The Contracted Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Contracted Capacity Test, shall be selected and scheduled by the REQF by means of a written notice to Buyer delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Contracted Capacity Test ordered by Buyer under any of the other provisions of this Contract. Buyer shall have the right to be present onsite to monitor any Contracted Capacity Test required or permitted under this Contract.
- 6.6.2 Contracted Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Contracted Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Contracted Capacity Test shall be conducted utilizing as the sole fuel source renewable fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Contracted Capacity Test Period shall commence at the time designated by the REQF pursuant to Section 6.6.1 or at such time requested by Buyer pursuant to Section 6.5.3; provided, however, that the Contracted Capacity Test Period may commence earlier than such time in the event that Buyer is notified of, and consents to, such earlier time.

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- 6.6.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Contracted Capacity Test Period. Normal deliveries of the contracted quantity and quality of cogenerated steam to the steam host, if any, shall be required during the Contracted Capacity Test Period.
- 6.6.4 The Capacity of the Facility (the "Capacity") shall be the average net capacity (generator output minus auxiliary) measured over the Contracted Capacity Test Period.
- 6.6.5 The Contracted Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the REQF.
- 6.6.6 Except as otherwise provided herein, results of any Contracted Capacity Test shall be submitted to Buyer by the REQF within seven (7) days of the conclusion of the Contracted Capacity Test.

7. ELECTRIC ENERGY DELIVERY

- 7.1 Delivery of Electric Energy. Subject to the terms and conditions of this Contract, REQF shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and purchase from REQF at the Point of Delivery, all Electric Energy tendered by REQF. All Electric Energy shall be measured by the Revenue Meter located at the Point of Interconnection.
- 7.2 Delivery of Test Energy. Subject to the terms and conditions of this Contract, REQF shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and purchase from REQF at the Point of Delivery, all Test Energy tendered by REQF prior to the CCDD of the Facility.

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7.3 Point of Sale, Title and Risk of Loss. The point where sale of Electric Energy and associated Environmental Attributes will take place is at the Point of Delivery, free and clear of all liens, claims and encumbrances. Title to and risk of loss with respect to such Electric Energy and associated Environmental Attributes shall transfer from REQF to Buyer upon delivery of such Electric Energy at the Point of Delivery. Buyer shall be responsible for any transmission beyond the Point of Delivery. REQF shall be deemed to be in exclusive control of, and responsible for, any damage or injury caused by the Electric Energy up to and at the Point of Delivery. Buyer shall be deemed to be in exclusive control of, and responsible for, any damages or injury caused by, the Electric Energy from the Point of Delivery.

7.4 Dispatch and Control

7.4.1 Power supplied by the REQF hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of ,000 volts (kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, as specified by Buyer.

7.4.2 The REQF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, Buyer's system, except for normal testing and repair in accordance with Good Utility Practices. The REQF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. The REQF shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with Good Utility Practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to Buyer prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with Good Utility Practices.

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7.4.3 If the Facility is separated from the Buyer system for any reason, under no circumstances shall the REQF reconnect the Facility into Buyer’s system without first obtaining Buyer’s specific approval.

7.4.4 During the term of this Contract, the REQF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with Buyer. The REQF shall ensure that operating personnel are on duty at all times, twenty-four hours a calendar day and seven calendar days a week. Additionally, during the term of this Contract, the REQF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and prudent utility practices.

7.4.5 After providing notice to the REQF, Buyer shall not be required to accept or purchase energy from the REQF during any period in which, due to operational circumstances, acceptance or purchase of such energy would result in Buyer’s incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. Buyer shall give the REQF as much prior notice as practicable of its intent not to accept energy pursuant to this Section.

7.4.6 If the Facility has a contracted capacity of 25 MW or greater as defined by Section 6.5, Buyer may, at any time during the term hereof, by oral, written, or electronic notification to the REQF, request the REQF to deliver capacity and associated energy up to the full Contracted Capacity to meet Buyer’s system requirements. The REQF shall comply with such request within ten (10) minutes of receiving such notification from Buyer. Any clock hour for which Buyer requests the delivery of such capacity and energy (“Scheduled Energy”) shall be referred to herein as a “Dispatch Hour.”

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- 7.4.7 If the Facility has a Contracted Capacity as defined in Section 6.5 greater than or equal to 25 MW, the REQF shall operate the facility subject to dispatch and control rights of Buyer. Control of the Facility will either be by Seller's manual control under the direction of Buyer (whether orally or in writing) or by Automatic Generation Control by Buyer's system control center as determined by Buyer. Buyer may at times request that the real power output be equal to the Peaking Capability of the Facility but shall not require the real power output of the facility to be below the Facility's Minimum Load without decommitting the Facility. Buyer's exercise of its rights under this Section 7.4.7 shall not give rise to any liability on the part of Buyer, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.
- 7.5 Communications. The Parties will develop mutually acceptable procedures for communications between REQF's control room and Buyer's system operations center.
- 7.6 Remote SCADA Monitoring. REQF shall furnish data communication ports and associated cabinetry on its SCADA ("Supervisory Control and Data Acquisition") control system(s) such that Buyer may remotely monitor (read only) selected operating data. Buyer shall be responsible for all data communication equipment from the data communications port interface to the point of remote monitoring, including the cost of equipment purchase, installation, operations, maintenance and upkeep. REQF shall furnish or shall cause to be furnished in a timely fashion the necessary interface protocol requirements and specifications of its control system such that Buyer may specify its compatible equipment. REQF shall have the right and opportunity to review and approve the specification of the first interface and protective devices of the Buyer to assure that such devices are compatible with and shall not interfere with REQF's control system(s), and such approval shall not be unreasonably withheld. The data to be sampled, transmitted, and monitored shall include everything that is essential to Buyer's Dispatch of Buyer's own generating pool.

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7.7 Emergency Conditions. During an Emergency Condition, REQF may increase, reduce, curtail or interrupt electrical generation at the Facility in accordance with Good Utility Practices or take other appropriate action in accordance with the applicable provisions of the Generation Interconnection Contract which in the reasonable judgment of the Interconnected Utility may be necessary to operate, maintain and protect the Interconnected Utility System during an Emergency Condition or in the reasonable judgment of REQF may be necessary to operate, maintain and protect the Facility during an Emergency Condition.

7.8 Rights to Renewable Energy Green Attributes. The REQF hereby certifies that the Electric Energy being sold by the REQF to the Buyer is being generated from a Renewable Fuel source ("Green Electricity"). REQF agrees that the Buyer shall receive any and all Environmental Attributes of the Green Electricity being purchased pursuant to this Contract by purchase of the Electric Energy, including, but not limited to, any Green Tags, carbon dioxide credits, renewable energy credits or other similar rights or benefits attributable to Green Electricity. Buyer's receipt of Green Tags is limited to those above and beyond those required by the Facility to meet current or future environmental law, regulations or permit requirements of any jurisdictional governmental agency. REQF shall have the right to reclaim and use any Environmental Attributes or Green Tags it finds necessary exclusively for this Facility, in its sole judgment, for complying with any current or future change in environmental law, regulation or permit of any jurisdictional Government Agency.

8. METERING; BILLING; PAYMENT

8.1 Metering Electricity. All Electric Energy delivered by REQF to Buyer from the Facility under this Contract shall be metered by the Revenue Meters at the Point of Delivery at the REQF's System and the readings of such Revenue Meters shall be made in accordance with Good Utility Practice consistently applied. REQF and Buyer will maintain the Revenue Meters according to Good Utility Practice and all Legal Requirements.

The Buyer will provide the actual Revenue Meter which will be installed by the Buyer into the panel provided by the REQF, but owned, operated and maintained exclusively by the Buyer. The REQF is required to provide open access to the Revenue Meter and associated telemetry.

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All recurring telecommunications service charges for the Revenue Meter shall be contracted for and provided by the Buyer, except that any physical facilities (including phone line installation charges) shall be the responsibility of the REQF.

8.1.1 Meter Testing. The Revenue Meters shall be tested by the Buyer at least once each year at Buyer's expense and at any other reasonable time upon request by either Party, at the requesting Party's expense. Buyer shall give REQF at least fourteen (14) days notice of any testing of the Revenue Meters, REQF shall have the right to be present during all testing and shall be furnished all testing results on a timely basis.

8.1.2 Inaccurate Meters. If testing of the Revenue Meters indicates that an inaccuracy of more than ±0.5% in measurement of Electric Energy has occurred, the affected Revenue Meter shall be re-calibrated promptly to register accurately within the Revenue Meter manufacturer stated tolerances. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of Electric Energy. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

8.1.3 Failed Meters. If, for any reason, any Revenue Meter is out of service or out of repair so that the amount of Electric Energy delivered cannot be ascertained or computed from the readings thereof, the Electric Energy delivered during the period of such outage shall be computed from the Backup Meter owned by the REQF and agreed upon by the Parties hereto upon the basis of the best data available, and any failure to agree shall be subject to resolution in accordance with Section 12.

8.2 Adjustment for Inaccurate Meters. If a Revenue Meter fails to register, or if the measurement made by a Revenue Meter is found upon testing to be inaccurate by more than ± 0.5% in measurement, an adjustment shall be made correcting all measurements by the inaccurate or defective Revenue Meter for both the amount of the inaccuracy and the period of inaccuracy, in the following manner:

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- 8.2.1 As may be mutually agreed upon by the Parties in writing, or
- 8.2.2 In the event that the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by any inaccurate or defective Revenue Meter, the Parties shall use REQF's backup metering to determine the amount of such inaccuracy. REQF's backup metering shall be tested and maintained in accordance with the provisions of Section 8.1. In the event that REQF's backup metering also is found to be inaccurate by more than the allowable limits set forth in Section 8.2, the Parties shall mutually agree to estimate the amount of the necessary adjustment on the basis of deliveries of Electric Energy during periods of similar operating conditions when the Revenue Meter was registering accurately.
- 8.2.3 In the event that the Parties cannot agree on the actual period during which the Revenue Meter(s) made inaccurate measurements, the period during which the measurements are to be adjusted shall be the shorter of (a) the last one-half of the period from the last previous test of the Revenue Meter to the test that found the Revenue Meter to be defective or inaccurate, or (b) the one hundred eighty (180) days immediately preceding the test that found the Revenue Meter to be defective or inaccurate.
- 8.2.4 In the event that the Parties cannot agree to the adjustment per Section 8.2.1, 8.2.2 and 8.2.3, then the dispute will be resolved in accordance with Section 12 of this Contract.
- 8.2.5 To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, REQF shall use the corrected measurements as determined in accordance with Sections 8.2.1, 8.2.2, or 8.2.3 hereof to re-compute the amount due for the period of inaccuracy and shall subtract the previous payments by Buyer for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Buyer to REQF; if the difference is a negative number, that difference shall be either paid by REQF to Buyer directly or paid in the form of an offset to payments due REQF by Buyer hereunder at Buyer's sole option. Adjustment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

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- 8.3 Billing. Within ten (10) days after the last day of each month during the Term, REQF shall render a statement to Buyer for the amounts due in respect of such month under Section 7, which statement shall contain reasonable detail, in Buyer's reasonable opinion, showing the manner in which the applicable charges were determined.
- 8.4 Payments. The amount due to REQF as shown on any monthly statement rendered by REQF pursuant to Section 8.3 shall be paid by Buyer by electronic wire transfer to an account specified by REQF within thirty (30) days after the date such statement is received by Buyer. Any amount not paid by Buyer when due shall bear interest at the Default Rate from the date that the payment was due until the date payment by Buyer is made.
- 8.5 Offsets. Amounts due to Buyer as a result of Fuel Offsets as set out in Section 9.1.2 shall be offset against current and future payments due from Buyer with interest accrued daily at the Default Rate until fully offset or paid.
- 8.6 Billing Disputes. If either Party, in good faith, disputes any amounts due pursuant to an invoice rendered pursuant to this Contract, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Any such notice shall be provided within 12 months of the date of the invoice in which the error first occurred. If any amount disputed by such Party is determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within 30 days of such determination or resolution, along with interest accrued at the Default Rate from the date due until the date paid.
- 8.7 Examination of Records. Each Party (and its representative(s)) has the right, at its sole expense, upon reasonable notice and during normal working hours, to have an independent third party examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation relating to the output of Electric Energy. If requested, a Party shall provide to the other Party statements evidencing the amounts of Electric Energy delivered at the Point of Delivery.

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9. OPERATION AND MAINTENANCE OF THE FACILITY

9.1 Standard of Operation

9.1.1 Operation and Maintenance. REQF shall manage, control, operate and maintain the Facility in a manner consistent with Good Utility Practice, in accordance with (a) the practices, methods, acts, guidelines, standards and criteria of FRCC, NERC, the ISO and any successors to the functions thereof; (b) the requirements of the Generation Interconnection Contract; and (c) all applicable Legal Requirements and (d) permits.

9.1.2 Fuel Arrangements. REQF shall obtain and maintain fuel supply and transportation arrangements in a manner consistent with Good Utility Practice and all legal requirements.

9.2 Permits and Licenses. REQF will obtain and maintain all certifications, permits, licenses and Governmental Approvals necessary to operate and maintain the Facility and to perform its obligations under this Contract during the Term and required pursuant to any and all Legal Requirements.

9.3 Scheduled Maintenance. Buyer understands that REQF shall shut down the Facility for maintenance as conditions require. The Parties shall mutually agree to an annual schedule of all scheduled maintenance that results in a curtailment of Buyer's Contracted Capacity. This schedule shall be established by the parties on or before October 5 of each year the Contract is in force for the next calendar year. REQF shall also notify Buyer immediately of any changes to the annual maintenance schedule. To the extent possible, Buyer and REQF shall coordinate maintenance outages to off-peak periods of the year.

9.3.1 Major Planned Outages – There shall be no Planned Outages during any portion of the months of December, January, February or June, July, August, or September.

9.3.2 Minor Planned Outages – REQF will notify Buyer when the Facility is down for preventative maintenance and the expected duration of the Outage.

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- 9.3.3 Maintenance Outages – Whenever REQF reasonably determines that it is necessary to schedule a Maintenance Outage, REQF shall notify Buyer of the proposed Maintenance Outage at least five (5) days before the outage begins. Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of REQF and the service obligations of Buyer; provided, however, that unless Buyer otherwise reasonably consents no Maintenance Outages may be scheduled between the hour ending 0700 through the hour ending 2200, Monday through Friday, during the months of December, January, February, June, July, August and September. Notice of a proposed Maintenance Outage shall include the expected start date of the Maintenance Outage, the amount of generation capability of the Facility that will not be available, and the expected completion date of the Maintenance Outage. REQF shall give Buyer notice of the Maintenance Outage as soon as the REQF determines that the Maintenance Outage is necessary. Buyer shall promptly respond to such notice and may request reasonable modifications in the schedule for the Maintenance Outage. REQF shall use all reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage. REQF shall immediately notify Buyer of any subsequent change in the Maintenance Outage completion date. As soon as practicable, any notifications given orally shall be confirmed in writing. REQF shall take all reasonable measures and exercise its best efforts to minimize the frequency and duration of Maintenance Outages.
- 9.3.4 Forced Outages – REQF shall promptly provide to Buyer an oral report of any Forced Outage to the Facility. This report shall include the amount of the generation capability of the Facility that will not be available because of the Forced Outage and the expected return date of the generation capability. REQF shall promptly update the report as necessary to advise Buyer of changed circumstances.
- 9.3.5 Notice of Deratings and Outages – Without limiting the foregoing, REQF will inform Buyer of any major limitations, restrictions, deratings or outages known to REQF affecting the Facility for the following day and will promptly update REQF’s notice to the extent of any material changes in this information, with “major” defined as affecting more than ten percent (10%) of the Nameplate Capability Rating of the Facility.

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9.3.6 Scheduling – Cooperation and Standards – To the extent that scheduling is required now or in the future, (a) REQF will reasonably cooperate with Buyer with respect to the scheduling of output and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising under this Contract. Each Party shall comply with the applicable standards and criteria of FERC, NERC, and or any regional or subregional reliability council.

9.4 Records. Each Party shall keep and maintain all records as may be necessary or useful in performing or verifying any calculations made pursuant to this Contract, or in verifying such Party's performance hereunder. All such records shall be retained by each Party for at least six (6) calendar years following the calendar year in which such records were created. Each Party shall make such records available to the other Party for inspection and copying at the other Party's expense, upon reasonable notice during such Party's regular business hours. Each Party shall have the right, upon thirty days written notice prior to the end of an applicable six (6) calendar year period to request copies of such records. Each Party shall provide such copies, at the other Party's expense, within thirty (30) days of receipt of such notice or shall make such records available to the other Party in accordance with the foregoing provisions of this Section 9.4.

9.5 Access Rights. Upon reasonable prior notice and subject to the safety rules and regulations of REQF, REQF shall provide Buyer and its authorized agents, employees and inspectors with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any required generation capability tests necessary to determine the amount of generation capability associated with the Facility, (c) in connection with the operation and maintenance of the Interconnection Facilities for the Facility, (d) to provide tours of the Facility to customers and other guests of Buyer (not more than 12 times per year), (e) for purposes of implementing Section 8.7 (Examination of Records), and (f) for other reasonable purposes at the reasonable request of Buyer.

9.6 Reports. REQF shall furnish to Buyer the following reports:

- (a) In accordance with Section 6.4, REQF will provide a status report each month starting 30 days after the Effective Date.
- (b) In accordance with Section 9.3, REQF will provide a maintenance schedule on or before October 5 of each year the Contract is in effect.

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(c) Within ten (10) working days after the end of each calendar month during the Term (a "Reporting Month") and after the CCDD, REQF shall provide to Buyer a report in electronic format which includes: 1) the Facility's total net energy output (in MWH), 2) the number of hours of outages, amount of duration, amount of unavailability due to transmission or Buyer's constraints and other data necessary to calculate the Availability Factor, 3) total heat input of renewable and non-renewable fuel used, 4) summary of any other significant events related to the operation of Facility for the Reporting Month and 5) any change in the Facility or its operations which would reasonably be expected to negatively impact the Buyer's right to or use of the Environmental Attributes or Green Tags.

10. COMPENSATION

10.1 Energy Rate. Buyer agrees to pay the REQF for renewable energy produced by the Facility and delivered to Buyer in accordance with the rates and procedures contained in Appendix A, as it may be amended and approved from time to time by Buyer.

10.2 Capacity. Buyer agrees to pay the REQF for the renewable capacity described in Section 6.5 in accordance with the rates and procedures contained in Appendix A, as it may be amended and approved from time to time by the Buyer.

10.3 Rates Not Subject to Review. The rates for service specified herein (i.e., delivery of Electric Energy) shall remain in effect for the Term, and shall not be subject to change through application to the FERC pursuant to provisions of Section 205 et seq. of the Federal Power Act, absent Contract of the Parties.

10.4 Costs and Charges for Ownership and Operation. Without limiting the generality of any other provision of this Contract, REQF shall be solely responsible for paying when due: (a) all costs, fees and charges of owning and operating the Facility in compliance with all existing and future Legal Requirements and regulations and the terms and conditions of this Contract, and (b) all Taxes and charges (however characterized) now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility.

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11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES

11.1 CONSEQUENTIAL DAMAGES. TO THE EXTENT ALLOWABLE BY APPLICABLE FLORIDA LAW, IN NO EVENT OR UNDER ANY CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES , OR THE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF SUCH PARTY OR AFFILIATES BE LIABLE TO THE OTHER PARTY.FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES IN THE NATURE OF LOST PROFITS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY OR TORT. A PARTY'S LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES.

12. RESOLUTION OF DISPUTES

12.1 Negotiations. The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days, either Party may initiate litigation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. Subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and Florida Sunshine Law, Section 286.011, Florida Statutes, all negotiations pursuant to this clause shall be confidential.

12.2 Choice of Forum. Each of REQF and Buyer consents and agrees that any legal action or proceeding arising out of this Contract or the actions of the parties hereto leading up to the Contract shall be brought exclusively in the courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

12.3 Costs. Each party shall bear its own fees and expenses, including attorney's fees, with respect to the litigation and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

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12.4 Settlement Discussions. The Parties agree that no statements of position or offers of settlement made in the course of the negotiations described in this Section 12 will be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

12.5 Obligations to Pay Charges and Perform. If a dispute regarding this Contract arises on any matter which is not resolved as provided in Section 12.1 above, then, REQF shall continue to perform its obligations hereunder including its obligations to operate the Facility in a manner consistent with the applicable provisions of this Contract and Buyer shall continue to pay all charges and perform all other obligations required in accordance with the applicable provisions of this Contract.

13. ASSIGNMENT AND PROJECT FINANCING

13.1 Assignment. Except as set forth in this Section 13, neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Either Party may assign this Contract, with the consent of the other Party, to an Affiliate or the parent company of an Affiliate, but no such assignment shall release such assignor from any obligations hereunder whether arising before or after such assignment. REQF shall provide a copy of the Assignment Document to the Buyer as part of this Contract. Any other assignments shall not be approved without the written consent of the other Party.

13.2 Consent to Assignment to Lender. Notwithstanding the foregoing, either Party may, without the need for consent but upon notice to the other Party, transfer, sell, pledge, or encumber the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements necessary for REQF's operation of the Facility in each and every assignment of this Contract. The assignee shall (i) agree in writing to be bound by the terms and conditions hereof, (ii) possess the same or similar experience, and possess the same or better credit worthiness as the assignor. The assignor shall remain liable for its obligations hereunder.

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13.3 Assignments Not in Accordance Herewith. Any assignment of any interest in the Facility or in this Contract made without fulfilling the requirements of this Section 11 shall be null and void and shall constitute an Event of Default.

14. COMPLETION/PERFORMANCE SECURITY

14.1 As security for the achievement of the CCDD and satisfactory performance of its obligations hereunder, the REQF shall provide Buyer either: (a) an unconditional, irrevocable, direct-pay letter(s) of credit in effect through the completion of the Term of the contract, issued by a financial institution(s) having an investment grade credit rating of at least AA- or its equivalent by at least two of the three nationally recognized credit reporting agencies of Fitch, Moody's and Standard and Poors, in form and substance acceptable to Buyer (including provisions (i) permitting partial and full draws and (ii) permitting Buyer to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least ten (10) business days prior to its expiration date); (b) a bond issued by a financially sound company in form and substance acceptable to Buyer; or (c) a cash deposit(s) with Buyer. Such letter(s) of credit or cash deposit (a) shall be provided in the amount and by the date listed below:

\$30.00 per kW (for the number of kW set forth in Section 6.5.1) within thirty (30) calendar days of the execution of this Contract by the Parties hereto.

14.2 The specific security instrument provided for purposes of this Contract is:

- unconditional, irrevocable, direct pay letter(s) of credit.
- Bond.
- cash deposit(s) with Buyer.

14.3 Buyer shall have the right to monitor the financial condition of the issuer(s) in the event any letter of credit is provided by the REQF. In the event the senior debt rating of any issuer(s) has deteriorated to a level below investment grade A, Buyer may require the REQF to replace the letter(s) of credit. The replacement letter(s) of credit must be issued by a financial institution(s) with an investment grade credit rating, and meet the requirements of Section 14.1, within thirty (30) calendar days following written notification to the REQF of the requirement to replace. Failure by the REQF to comply with the requirements of this Section 14.3 shall be grounds for Buyer to draw in full on the existing letter of credit and to exercise any other remedies it may have hereunder.

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14.4 If an Event of Default under Section 15.1 occurs, Buyer shall be entitled immediately to receive, draw upon, or retain, as the case maybe, one-hundred percent (100%) of the then-applicable Completion/Performance Security.

14.5 If an Event of Default has not occurred and the REQF fails to achieve the CCDD on or before December 1, 2010 (irrespective of any extension that may be granted by Buyer under Section 6.5), Buyer shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/Performance Security. The Parties acknowledge that the injury that Buyer will suffer as a result of delayed availability of Contracted Capacity and energy is difficult to ascertain and that Buyer may accept such sums as liquidated damages or resort to any other remedies which may be available to it under law or in equity. If the Capacity Delivery Date occurs on or before December 1, 2010, then the REQF shall be entitled to reduce the amount of the Completion/Performance Security to an amount equal to \$15.00 per kW (for the number of kW set forth in Section 6.5.1).

14.6 In the event that Buyer requires the REQF to perform one or more Contracted Capacity Test(s) at any time on or before the first anniversary of the CCDD pursuant to Section 6.6 and, in connection with any such Contracted Capacity Test(s), the REQF fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Contracted Capacity set forth in Section 6.5, Buyer shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the then-remaining amount of the Completion/Performance Security. In the event That Buyer does not require the REQF to perform a Contracted Capacity Test or if the REQF successfully demonstrates (in connection with all such Contracted Capacity Tests required by Buyer pursuant to Section 6.6) a Capacity of at least one-hundred percent (100%) of the Contracted Capacity set forth in Section 6.5, in either case, on or before the first anniversary of the CCDD, then the REQF shall be entitled to a refund of or Buyer shall return, as applicable, any remaining amount of the Completion/Performance Security within thirty (30) days of the first anniversary of the CCDD.

15. DEFAULT, TERMINATION AND REMEDIES; NOTICE OF DEFAULT

15.1 REQF Event of Default. The following shall constitute Events of Default of REQF (“REQF Events of Default”) upon their occurrence unless cured as indicated below:

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- (a) REQF's dissolution or liquidation or other Bankruptcy Event which occurs with respect to REQF and REQF files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) REQF's failure to cure any commercial or financing Contracts or other written instrument to which REQF is a party that is material to REQF's ability to perform its responsibilities under this Contract within the time allows for a cure under such Contract or instrument.
- (c) REQF's failure to make any payment when due under this Contract other than billing disputes covered under Section 8.6, if any, if the failure is not cured within 10 days after the Buyer gives the REQF notice of the default.
- (d) Any omission of material fact or a representation made by REQF under Section 20.1 shall be false or misleading in any material respect, or REQF has otherwise breached any representation or warranty made by REQF pursuant to this Contract and such breach, omission or representation is not cured within 30 days after the Buyer gives REQF notice of the default.
- (e) REQF's sale of Green Tags, or Environmental Attributes from the Facility to a Party other than Buyer in breach of this Contract and if REQF does not permanently cease such sale and compensate Buyer for the damages arising from the breach within 10 days after Buyer gives REQF notice of the default.
- (f) REQF's assignment of this Contract or any of REQF's rights under the Contract not in compliance with the provisions of Section 13 and not cured within 90 days.
- (g) REQF otherwise fails to perform any material obligation imposed upon the REQF by this Contract if the failure is not cured within 30 days after the Buyer gives the REQF notice of the default, *provided however*, that upon written notice from the REQF, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being cured within the additional 60 day period and (c) the REQF commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure; *provided further*, that any material violation or breach of any Legal Requirement shall be deemed a non-curable event.

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- (h) The REQF fails to meet the fuel requirements specified in Section 2 of this Contract;
- (i) The REQF changes or modifies the Facility from that provided in Section 2 with respect to its type, location, technology or fuel source, without prior written approval from Buyer;
- (j) After the Contract Capacity Delivery Date, the Facility fails for twelve consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least 90%;
- (k) The REQF fails to comply with any of the provisions of Section 14 hereof;
- (l) The REQF fails to give proper assurance of adequate performance as specified under this Contract within 30 days after Buyer., with reasonable grounds for insecurity, has requested in writing such assurance;
- (m) The REQF materially fails to perform as specified under this Contract, including, but not limited to, the REQF's obligations under Sections 7, 8,9, 14, 17, 18,19, 20.1 and 23.
- (n) The REQF fails to achieve licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than June 1, 2010;
- (o) The occurrence of an event of default by the REQF under the Interconnection Agreement;
- (p) The REQF fails to satisfy its obligations, if a Facility has a CCDD over 25 MW, under Section 7.4.6 more than two (2) times in any calendar year;
- (q) The REQF breaches any material provision of this Contract not specifically mentioned in this Section 15; or
- (r) If at any time after the CCDD, the REQF reduces the Contracted Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Contracted Capacity to the level set forth in Section 6.1 (as such level may be reduced by Section 6.3) within twelve (12) months following the occurrence of such event of Force Majeure.

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15.2 Buyer's Rights in the Event of Default.

15.2.1 Upon the occurrence of any of the Events of Default in Section 15.1, Buyer may, at its option:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2.2, by written notice to the REQF, and offset against any payment(s) due from Buyer to the REQF, any monies otherwise due from the REQF to Buyer;
- (b) enforce the provisions of the Termination Security requirement pursuant to Section 15 hereof, or
- (c) exercise any other remedy(ies) which may be available to Buyer at law or in equity.

15.2.2 Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

15.3 Buyer Event of Default. The following shall constitute Events of Default of Buyer ("Buyer Events of Default") upon their occurrence unless cured as indicated below:

- (a) Buyer's dissolution or liquidation or other Bankruptcy Event which occurs with respect to Buyer and Buyer files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) Buyer's failure to make any payment when due under this Contract, if any, if the failure is not cured within 10 days after the REQF gives the Buyer notice of the default.
- (c) Buyer's assignment of this Contract or any of Buyer's rights under the Contract not in compliance with the provisions of Section 13 and not cured within 90 days.

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- (d) Any omission of material fact or a representation made by Buyer under Section 20.2 shall be false or misleading in any material respect, or Buyer has otherwise breached any representation or warranty made by Buyer pursuant to this Contract and such breach, omission or representation is not cured within 30 days after the REQF gives Buyer notice of the default.
- (e) Buyer otherwise fails to perform any material obligation imposed upon the Buyer by this Contract if the failure is not cured within 30 days after the REQF gives the Buyer notice of the default, *provided however*, that upon written notice from the Buyer, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being cured within the additional 60 day period and (c) the Buyer commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure; *provided further*, that any material violation or breach of any Legal Requirement shall be deemed a non-curable event.

15.4 Remedies.

- 15.4.1 Upon the occurrence and during the continuance of a Buyer Event of Default or a REQF Event of Default, the non-defaulting Party may at its discretion suspend performance hereunder or terminate this Contract by delivering notice of termination to the defaulting Party.
- 15.4.2 If a Buyer Event of Default under Section 15.3 has occurred and is continuing, REQF shall have the right to sell Electric Energy from the Facility on a daily basis to third parties during the continuance of such Buyer Event of Default. REQF is responsible for all transmission and ancillary services or other services needed to effect such sales.
- 15.4.3 Upon termination, the non-defaulting Party may pursue any and all legal or equitable remedies provide by law, equity or this Contract. The rights contemplated by this Section are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.
- 15.4.4 If this Contract is terminated because of REQF's default, REQF may not require Buyer to purchase the Electric Energy from the Facility before the date of which the term would have ended had this Contract remained in effect. REQF hereby waives its rights to require Buyer to do so.

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16. CONFIDENTIALITY

To the extent allowed by law and subject to the restrictions and provisions of Chapter 119, Florida Statutes, each Party agrees that it will treat in confidence all documents, materials and other information marked "Confidential" or "Proprietary" by the disclosing Party ("*Confidential Information*") which it shall have obtained during the course of the negotiations leading to, and its performance of, this Contract (whether obtained before or after the date of this Contract). Confidential Information shall not be communicated to any third party (other than, in the case of REQF, to its Affiliates, to its counsel, accountants, financial or tax advisors, or insurance consultants, to prospective partners and other investors in REQF and their counsel, accountants, or financial or tax advisors, or in connection with its financing or REQFinancing; and in the case of Buyer, to its Affiliates, or to its counsel, accountants, financial advisors, tax advisors or insurance consultants). As used herein, the term "Confidential Information" shall not include any information which (i) is or becomes available to a Party from a source other than the other Party, (ii) is or becomes available to the public other than as a result of disclosure by the receiving Party or its agents or (iii) is required to be disclosed in the opinion for a Party's legal counsel under applicable law or judicial, administrative or regulatory process, but only to the extent it must be disclosed. The timing and content of any press releases associated with this Contract shall be agreed to by the Parties prior to any public disclosure or distribution.

Notwithstanding any provision herein to the contrary, the parties acknowledge and agree that Buyer is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Contract shall be a public record as defined therein. Any specific information that REQF deems to be confidential must be clearly identified as such by REQF. To the extent consistent with Florida Law, Buyer shall maintain the confidentiality of all such information marked by REQF as confidential. If a request is made to view such Confidential Information, the Buyer will immediately notify REQF of such request and the date that such records relating to the Confidential Information will be released to the requester unless REQF obtains a court order enjoining such disclosure. If REQF fails to obtain that court order enjoining disclosure, Buyer will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with REQF's consent and will not be deemed to be a violation of law or this Contract.

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17. INDEMNIFICATION

To the extent allowed by law and subject to the provisions and limitations of Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless the other Party, and its officers, directors, governing body, agents representatives, and employees from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings of any nature whatsoever (a) arising directly or indirectly out of any of the indemnifying Party’s operations, work or services performed in connection with this Contract including, but not limited to, for personal injury, death or property damage to each other's property or facilities or personal injury, death or property damage to third parties (collectively "Liabilities") caused by the negligent act or omission of the indemnifying Party or (b) arising out of the failure of any of the indemnifying Party to keep, observe or perform any of its obligations under this Contract or in any other document or instrument delivered by the Parties pursuant to this Contract except to the extent such injury or damage is attributable solely or in part to the negligence or willful misconduct of, or breach of this Contract by, the Party seeking indemnification hereunder, in which event the prior obligations as set forth herein shall be comparatively reduced to the extent that the claim is caused in part by the negligent act or omission or breach of the Parties.

Notwithstanding any provision in the Contract to the contrary, nothing shall be construed in any manner as either altering, expanding or waiving Buyer’s sovereign immunity beyond the legislative waiver found in section 768.28 Florida Statutes, nor shall it be construed to impose any liability on Buyer for which it would not otherwise, by law, be responsible.

18. INSURANCE

18.1 Required Coverages. The REQF shall procure or cause to be procured and shall maintain, at its sole expense, throughout the entire term of this Contract, a policy or policies of: (a) workers’ compensation insurance; (b) employer’s liability insurance; (c) automobile liability insurance; (d) all-risk property damage (REQF’s property, plant and equipment); and (e) general liability insurance issued by an insurer or insurers licensed to do business in Florida and reasonably acceptable to Buyer on a standard “Insurance Services Office” commercial general liability form (such policy or policies, collectively, the “REQF Insurance”). A certificate or certificates of insurance shall be delivered to Buyer, at JEA: Attention: Procurement Services, Customer Case Center, 6<sup>th</sup> Floor, 21 West Church Street, Jacksonville, FL 32202-3139, at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the REQF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for

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the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility of any of the REQF's equipment or by the REQF's failure to maintain the Facility or the REQF's equipment in satisfactory and safe operating condition. Effective at last fifteen (15) calendar days prior to the synchronization of the Facility with Buyer's system, the REQF Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the REQF Insurance must be reasonably acceptable to Buyer. Any premium assessment or deductible shall be for the account of the REQF and not Buyer.

18.2 Minimum General Liability Insurance. The REQF Insurance shall have a minimum limit of one million (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

18.3 Unavailability. In the event that such insurance become totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but Buyer and the REQF shall enter into negotiations to develop substitute protection which the parties in their reasonable judgment deem adequate.

18.4 "Claims Made" Insurance. To the extent that the REQF Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the Buyer Entities and the REQF Entities. Furthermore, to the extent that the REQF Insurance is on a "claims made" basis, the REQF's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the REQF Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the REQF during the term of this Contract.

18.5 Cancellation or Material Alteration. The REQF Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to Buyer. The REQF shall provide Buyer with a copy of any material communication or notice related to the REQF Insurance within ten (10) business days of the REQF's receipt or issuance thereof.

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18.6 Named Insureds. The REQF shall be designated as the named insured and Buyer shall be designated as an additional insured under the REQF Insurance. The REQF Insurance shall be endorsed to be primary to any coverage maintained by Buyer.

19. FORCE MAJEURE

19.1 Definition. For the purposes of this Contract, "Force Majeure Event" means an event, condition or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party affected (the "Affected Party") or its contractors or suppliers, which, despite all reasonable efforts of the Affected Party to prevent it or mitigate its effects, prevents the performance by such Affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure Event" as to either Party, shall include, but are not limited to:

- 19.1.1 blockades, embargoes, sabotage, epidemics, explosions and fire (in either case to the extent not attributable to the fault or the negligence of the Affected Party);
- 19.1.2 lightning, flood, earthquake, landslide, tornado, hurricanes, unusually severe storms, or other natural calamity or act of God;
- 19.1.3 strike or other labor dispute other than any labor dispute or strike by REQF's employees or the employees of any contractor or subcontractor employed at or performing work with respect to the Facility;
- 19.1.4 war, insurrection, civil disturbance, sabotage or riot;
- 19.1.5 actions or inactions of civil or military authority (including courts, Governmental Agencies or administrative agencies);
- 19.1.6 failure to obtain Governmental Approvals as a result of a change in any Legal Requirement;
- 19.1.7 changes in law materially adversely affecting operation of the Facility;
- 19.1.8 lack of fuel caused by a Force Majeure Event;

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19.1.9 the failure of performance by any third party having an Contract with REQF, including, without limitation, any vendor, supplier, or customer of REQF that is excused by reason of Force Majeure (or comparable term), as defined in REQF's Contract with such third party but only if such event would also constitute Force Majeure as defined in this Contract; and

19.2 Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility, shall not be considered an event of Force Majeure, unless the REQF can conclusively demonstrate, to the reasonable satisfaction of Buyer, that the event was not reasonably foreseeable, was beyond the REQF's reasonable control and was not caused by the negligence or lack of due diligence of the REQF or its contractors or suppliers.

19.3 Obligations Under Force Majeure.

19.3.1 If either Party is rendered unable, wholly or in part, to perform some or all of its obligations under this Contract (other than obligations to pay money) as a direct result of a Force Majeure event, despite all reasonable efforts of such Party to prevent or mitigate its effects, then, during the continuance of such inability, the obligation of such Party to perform the obligations so affected shall be suspended, except as provided in this Section 19. If REQF is the Affected Party, the CCDD shall be extended day for day for the duration of the effects of a Force Majeure Event.

19.3.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure, in either case within two (2) business days thereof. Upon the conclusion of the Force Majeure Event, the Party relying on such Force Majeure Event shall, with all reasonable dispatch, take all steps reasonably necessary to resume the obligation(s) previously suspended.

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- 19.3.3 The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.
- 19.4 If the REQF suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Contracted Capacity, the REQF may, upon notice to Buyer, temporarily adjust the Contracted Capacity as provided below. Such adjustment shall be effective the first calendar day immediately following Buyer's receipt of the notice or such later date as may be specified by the REQF. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.
- 19.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the REQF shall temporarily set the Contracted Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Contracted Capacity that existed prior to the Force Majeure. If the Contracted Capacity is 0 KW, Buyer shall have no obligation to make capacity payments hereunder.
- 19.6 If at anytime during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the REQF shall temporarily set the Contracted Capacity at the maximum capability that the Facility can reasonably be expected to operate.
- 19.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Contracted Capacity shall be restored to the Contracted Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this contract, upon such cessation or cure, Buyer shall have the right to require a Contracted Capacity Test to demonstrate the Facility's compliance with the requirements of this Section. Any Contracted Capacity Test required by Buyer under this Section shall be additional to any Contracted Capacity test under Section 6.5.
- 19.8 During the occurrence of an event of Force Majeure and a reduction in Contracted Capacity under this Section, all Monthly Capacity Payments shall reflect pro rata, the reduction in Contracted Capacity.

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- 19.9 The REQF agrees to be responsible and pay for the costs necessary to reactivate the Facility and/or the interconnection with the Buyer's system if the same is (are) rendered inoperable due to actions of the REQF, its agents, or Force Majeure events affecting the REQF, the Facility or the interconnection with the Buyer. Buyer agrees to reactive, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by Buyer or its agents.
- 19.10 Notwithstanding the foregoing, a Party shall not be excused under this Section 19, (i) for any non-performance of its obligations under this Contract having a greater scope or longer period than is justified by the Force Majeure Event, (ii) for the performance of obligations that arose prior to the Force Majeure Event, or (iii) to the extent absent the Force Majeure Event the Affected Party would nonetheless have been unable to perform its obligations under this Contract.
- 19.11 No Economic Force Majeure. Force Majeure Events do not include changes in market conditions.
- 19.12 Extended Force Majeure Event After the CCDD.
- 19.13 If an Affected Party reasonably believes that a Force Majeure Event that is preventing it from performing its obligations hereunder could result in a suspension of such performance for a period of one (1) month or longer, the Affected Party shall submit a plan acceptable to the other Party to overcome the Force Majeure Event. Such plan shall be submitted within thirty (30) Business Days of the start of the Force Majeure Event. The plan shall set forth a course of repairs, improvements, changes to operations or other actions which could reasonably be expected to permit the Affected Party to resume performance its obligations under this Contract within a reasonable time frame projected in the plan. While such a plan is in effect, the Affected Party shall provide weekly status reports to the other Party notifying the other Party of the steps which have been taken to remedy the Force Majeure Event and the expected remaining duration of the Party's inability to perform its obligations. If the Force Majeure Event has not been overcome within five (5) months from its inception, the Parties shall meet to reassess the amount of time that is likely to pass before the Affected Party can reasonably be expected to resume performance under this Contract, and the Affected Party shall have thirty (30) days to establish a revised plan acceptable to the Non-Affected Party to overcome the Force Majeure Event within twelve (12) months of its beginning. If at the end of such thirty (30) days one or both of the

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Parties reasonably concludes that the Force Majeure Event cannot be reasonably be expected to be overcome within twelve months of the beginning of the Force Majeure Event, the Non-Affected Party may terminate this Contract with five (5) days notice to the Affected Party. Upon termination of this Contract as provided in this Section 19.4, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination and those that survive termination as listed in Section 3.2. In addition to the foregoing, the Non-Affected Party not prevented from performing its obligations due to the Force Majeure Event may terminate this Contract upon ten (10) Days prior written notice if (a) the Affected Party fails to provide a Force Majeure remedy plan as provided for in this Section 19.4, (b) the Affected Party fails to carry out the Force Majeure remedy plans in a method reasonably designed to cause that Party to be able to perform its obligations hereunder within twelve (12) months of the Force Majeure Event occurring, or (c) within five (5) Business Days after a request, the REQF fails to provide a weekly status report to the other Party.

19.14 No obligation of either Party that arose before the Force Majeure Event causing the suspension of performance or that arise after the cessation of the Force Majeure Event shall be excused by the Force Majeure Event. The suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure Event.

20. REPRESENTATIONS AND WARRANTIES

20.1 Representations and Warranties of REQF. REQF hereby makes the following representations and warranties to Buyer that as of the Effective Date:

20.1.1 REQF is a [insert] (corporation, partnership, or other, as applicable) duly organized, validly existing and in good standing under the laws of the State of [insert] and has the full corporate and legal power and authority to own (or hold under lease) and use its properties, to carry on its business as now being conducted and to enter into this Contract and, subject to the receipt of applicable Governmental Approvals and other regulatory approvals, carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Contract.

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, RATES

Effective October 1, 2015

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20.1.2 This Contract constitutes the legal, valid and binding obligation of REQF, enforceable in accordance with its terms. Upon the execution and delivery by REQF of this Contract and each other Contract to be executed or delivered by any or all of REQF and Shareholders at the Closing (collectively, the "REQF's Closing Documents"), each of REQF's Closing Documents will constitute the legal, valid and binding obligation of each enforceable in accordance with its terms. REQF has the absolute and unrestricted right, power and authority to execute and deliver this Contract and the REQF's Closing Documents to which it is a party and to perform its obligations under this Contract and the REQF's Closing Documents, and such action has been duly authorized by all necessary action by REQF's shareholders and board of directors and any other applicable committees of the board.

20.1.3 Neither the execution and delivery of this Contract nor the consummation or performance of any of the terms and conditions of this Contract will, directly or indirectly (with or without notice or lapse of time):

- (a) Breach (a) any provision of any of the Governing Documents of REQF or (b) any resolution adopted by the board of directors or the shareholders of REQF;
- (b) Breach or give any Governmental Agency or other person the right to challenge any of the contemplated transactions pursuant to this Contract or to exercise any remedy or obtain any relief under any Legal Requirement or any order to which REQF may be subject;
- (c) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Agency the right to revoke, withdraw, suspend, cancel, terminate or modify, any Government Approval that is held by REQF or that otherwise relates to the Facility or to the business of REQF;
- (d) Cause Buyer to become subject to, or to become liable for the payment of, any Tax;
- (e) Breach any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any contract to which REQF is a party that is material to and would permanently prevent REQF from performing its responsibilities under this Contract;

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REQF is not required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Contract or the consummation or performance of any of the terms and conditions as contemplated herein. REQF has obtained all permits, licenses, Governmental Approvals and consents of Governmental Agencies required for the lawful performance of its obligations hereunder.

20.1.4 This Contract constitutes the legal, valid and binding obligation of REQF enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

20.1.5 There is no pending, or to the Knowledge of REQF, threatened action or proceeding affecting REQF before any Governmental Agency which purports to affect the legality, validity or enforceability of this Contract. REQF has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. REQF is in compliance with all Legal Requirements and Governmental Approvals as more fully stated below, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on REQF or Buyer.

20.1.5(A) Legal Requirements.

(a) REQF is, and at all times since \_\_\_\_\_, 200 has been, in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Facility;

(b) No event has occurred or circumstance exists that (with or without notice or lapse of time): (i) may constitute or result in a violation by REQF of, or a failure on the part of REQF to comply with, any Legal Requirement; or (ii) may give rise to any obligation on the part of REQF to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

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(c) REQF has not received, at any time since \_\_\_\_\_, 200 , any notice or other communication (whether oral or written) from any Governmental Agency or any other person regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any Legal Requirement; or (ii) any actual, alleged, possible or potential obligation on the part of REQF to undertake, or to bear all or any portion of the cost of, any remedial action of any nature;

20.1.5(B) Governmental Approvals.

(a) REQF is, and at all times since \_\_\_\_\_, 200 has been, in full compliance with each Governmental Approval that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Facility;

(b) Except as expressly contemplated herein, neither the execution and delivery by the REQF of this Contract, nor the consummation by the REQF of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing or any document with, or the taking of any other action in respect of Governmental Authority, except in respect of permits (i) which have already been obtained and are in full force and effect or (ii) are not yet required (and with respect to which the REQF has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore);

(c) No event has occurred or circumstance exists that may (with or without notice or lapse of time): (i) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Approval or (ii) result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any applicable Governmental Approval;

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(d) REQF has not received, at any time since \_\_\_\_\_, 200 any notice or other communication (whether oral or written) from any Governmental Agency or any other person regarding: (i) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Approval or (ii) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Approval; and

(e) All applications required to have been filed for the renewal of the Governmental Approvals have been duly filed on a timely basis with the appropriate Governmental Agencies, and all other filings required to have been made with respect to such Governmental Approvals have been duly made on a timely basis with the appropriate Governmental Agencies.

20.1.6 There is no pending or, to REQF's Knowledge, threatened action, suit, investigation or proceeding at law or in equity (a) by or against REQF or that otherwise relates to or may affect the business of, or the Facility owned or used by REQF; of (b) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated herein. To the Knowledge of REQF: (a) there has been no violation or default with respect to any law which could adversely affect or impair the transactions contemplated herein; (b) no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such proceeding; and, (c) there are no proceedings that could have a material adverse effect on the business, operations, assets, condition or prospects of REQF or upon the Facility.

20.1.7 There are no claims, liabilities, investigations, litigation, administrative hearings, whether pending, or, to the Knowledge of the REQF, threatened, or judgments or orders relating to any Hazardous Material (collectively called "Environmental Claims") asserted or threatened against the REQF or relating to the Facility. The REQF has not caused or permitted any Hazardous Material to be used, generated, reclaimed, transported, released, treated, stored or disposed of in a manner which could form the basis of an Environmental Claim against the REQF or potentially the Buyer.

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- 20.1.8 To the best of its knowledge after diligent inquiry, the REQF knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by Governmental Authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.
- 20.1.9 REQF is not now insolvent and will not be rendered insolvent by any of the transactions contemplated herein. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of REQF exceeds the present fair saleable value of REQF's assets.
- 20.1.10 REQF has paid, or made provision for the payment of, all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or pursuant to any assessment received by REQF, except such Taxes, if any, that are being contested in good faith and as to which adequate reserves (determined in accordance with Generally Accepted Accounting Principals).
- 20.1.11 The REQF represents and warrants that the Facility meets the renewable energy requirements of Section 366.91, Florida Statutes, and that the REQF shall continue to meet the requirements of that Section throughout the term of this Contract. Buyer shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the REQF that Buyer deems necessary to verify that the Facility meets such requirements.
- 20.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to REQF:
  - 20.2.1 Buyer is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer is qualified to do business in the State of Florida and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Contract and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Contract.

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- 20.2.2 The execution, delivery and performance by Buyer of this Contract has been duly authorized by all necessary corporate action in accordance with Buyer's policies and procedures, and does not and will not require any consent or approval other than that which has been obtained.
- 20.2.3 The execution and delivery of this Contract, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Contract do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or its Sections of incorporation or bylaws, or any deed of trust, mortgage, loan Contract, other evidence of indebtedness or any other Contract or instrument to which either Buyer is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.
- 20.2.4 This Contract constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.
- 20.2.5 There is no pending, or to the Knowledge of buyer, threatened action or proceeding affecting it before any Governmental Agency which purports to affect the legality, validity or enforceability of this Contract.

21. INTERCONNECTION

21.1 ~~Facilities~~. REQF shall own, operate, maintain and control during the Term at its sole cost and expense all Interconnection Facilities located on the Facility Site up to, but not including, the Point of Interconnection. REQF shall pay all costs associated with interconnecting the Facility to the Interconnected Utility System.

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~~RYAN WANNEMACHER~~, DIRECTOR  
~~FINANCIAL~~, PLANNING, BUDGETS, RATES

Effective ~~October 1, 2015~~

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22. TAXES

22.1 Applicable Taxes. Subject to the provisions of Section 10.3, each Party shall be responsible for the payment of all Taxes imposed on its own income or net worth. Except as provided in this Section 22, REQF shall be responsible for the payment of all present or future federal, state, municipal or other lawful Taxes applicable by reason of the operation of the Facility or assessable on REQF's property or operations including taxes on (a) the purchase by REQF or delivery of fuel to the Facility, and (b) production of electricity. To the extent required by applicable law, Buyer shall pay any sales, use, excise, and any other similar Taxes, if any, imposed or levied by a governmental agency on the sale or use of or payments for the Electric Energy sold and delivered under this Contract arising at or after the Point of Delivery.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer shall indemnify, defend, and hold REQF harmless from any liability for all such Taxes for which Buyer is responsible. REQF shall indemnify, defend, and hold Buyer harmless from any liability from all such Taxes for which REQF is responsible. Buyer shall reimburse REQF promptly on demand for the amount of any such Tax that is Buyer's responsibility hereunder that REQF remits, plus any penalties and interest incurred and remitted, except such penalties as result from REQF's conduct. REQF shall reimburse Buyer promptly on demand for the amount of any such tax that is REQF's responsibility hereunder that Buyer remits, plus any penalties, interest incurred and remitted, except penalties as result from Buyer's conduct.

22.2 Contested Taxes. Neither Party shall be required to pay any such Tax, assessment, charge, levy, account payable or claim if the validity, applicability or amount thereof is being contested in good faith by appropriate actions or proceedings (including posting security as may be required) which will prevent the forfeiture or sale of any property utilized under this Contract or any material interference with the use thereof.

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22.3 Other Costs and Charges. REQF and Buyer will pay and discharge all lawful assessments and governmental charges or levies imposed upon it or in respect to all or any part of its property or business, all trade accounts payable in accordance with usual and customary business terms, and all claims for work, labor, or materials which, if unpaid might become a lien or charge upon any of its property. REQF shall be responsible for all costs or charges imposed in connection with the delivery of the Electric Energy at the Point of Delivery, including but not limited to transmission costs and charges. Without limiting the generality of the foregoing or any other provision in this Contract, REQF shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Legal Requirements and the terms and conditions of this Contract, and (b) all Taxes and charges, however characterized, or now existing or hereinafter imposed on or with respect to the Facility, and its Operation.

23. MISCELLANEOUS PROVISIONS

23.1 Non-Waiver. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Contract, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

23.2 Relationship of Parties. This Contract shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Contract or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

23.3 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the successors and Permitted Assigns of the Parties.

23.4 Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions.

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- 23.5 Counterparts. This Contract may be executed in more than one counterpart, each of which may be signed by fewer than all Parties, but all of which constitute the same Contract.
- 23.6 Third Party Beneficiaries. This Contract is intended solely for the benefit of the Parties hereto. Nothing in this Contract shall be construed to create a duty to or standard of care with reference to, or any liability to, any Person not a Party to this Contract.
- 23.7 Venue. Any legal action pertaining to this Contract should be originated in Duval County, Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida.
- 23.8 Several Obligations. Nothing contained in this Contract shall be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation, or liability on or between the Parties. If REQF includes two or more parties, each such party shall be jointly and severally liable for REQF's obligations under this Contract.
- 23.9 Partial Invalidity. The Parties do not intend to violate any laws governing the subject matter in this Contract. If any of the terms of this Contract are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Contract shall remain in effect. The Parties shall use best efforts to amend this Contract to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (a) comply with and are enforceable under applicable law, (b) give effect to the intent of the Parties in entering into this Contract and (c) preserve the balance of the equities contemplated by this Contract in all material respects.
- 23.10 Media. Any media announcement, publication etc using referring to Buyer is required to have Buyer's review and approval prior to publishing.
- 23.11 Project Viability. To assist Buyer in assessing the REQF's financial and technical viability, the REQF shall provide the information and documents requested in Appendix B or substantially similar documents, to the extent the documents apply to the type of Facility covered by the Contract, and to the extent the documents are available. All documents to be considered by Buyer must be submitted at the time this Contract is presented to Buyer. Failure to provide the following such documents may result in a determination of non-viability by the Buyer.

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23.12 Disclaimer. In executing this Contract, JEA does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the REQF or any assignee of this Contract.

23.13 Complete Agreement and Amendments. All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

23.14 No Waiver. No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

23.15 Set-Off. JEA may at any time, but shall be under no obligation to, set off any and all sums due from the REQF against sums due to the REQF hereunder.

#### 24. NOTICES

Unless otherwise provided in this Contract, any notice, consent or other communication required to be made under this Contract shall be in writing and shall be delivered to the address set forth below or such other address or persons as the receiving Party may from time to time designate by written notice:

If to Buyer, to:  
Contractual:

Buyer  
JEA  
21 W. Church Street T-12  
Jacksonville, FL 32202

If to REQF, to:

\_\_\_\_\_

All notices shall be effective when received.

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL, PLANNING, BUDGETS, RATES

Effective October 1, 2015

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25. ENTIRE CONTRACT AND AMENDMENTS.

This Contract supersedes all previous representations, understandings, negotiations and Contracts either written or oral between the Parties hereto or their representatives with respect to the subject matter hereof and constitutes the entire Contract of the Parties with respect to the subject matter hereof. No amendments or changes to this Contract shall be binding unless made in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date set forth at the beginning of this Contract.

BUYER: JEA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REQF: By: \_\_\_\_\_

Form Approved by:

\_\_\_\_\_  
Assistant General Counsel

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~~RYAN WANNEMACHER~~, DIRECTOR  
~~FINANCIAL~~, PLANNING, BUDGETS, RATES

Effective ~~October 1, 2015~~

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**APPENDIX A**

**TO THE STANDARD OFFER CONTRACT STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY QUALIFYING FACILITY**

**I. RATES FOR PURCHASES BY THE BUYER**

Firm Renewable Capacity and Renewable Energy are purchased at a unit cost; in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by the Buyer. For the purpose of this Rate, an Avoided Unit has been designated by the Buyer. The Buyer’s Avoided Unit has been identified as a 82 MW simple-cycle combustion turbine unit with an in-service date of December 1, 2010.

**A. Firm Renewable Capacity Rates**

The avoided capacity costs, in dollars per kilowatt per month, associated with renewable capacity sold to a utility by a REQF pursuant to the Buyer’s Standard Offer Contract shall be defined as the year-by-year value of deferral of the Buyer’s Avoided Unit with an in-service date of December 1, 2010. The year-by-year value of deferral is calculated as the levelized debt service over a 20 year period including operation and maintenance costs for a simple-cycle combustion turbine. Capacity payments will be adjusted annually for inflation at an escalation of 2%.

**EXAMPLE MONTHLY RENEWABLE CAPACITY PAYMENT IN \$/kW/MONTH 2010 COMBUSTION TURBINE AVOIDED UNIT (82 MW) STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS (\$/kW/MONTH)**

Contract Year From	To	Normal Payment
		Starting 12/01/2010
12/1/2010	11/30/2011	3.90
12/1/2011	11/30/2012	4.00
12/1/2012	11/30/2013	4.10
12/1/2013	11/30/2014	4.20
12/1/2014	11/30/2015	4.30
12/1/2015	11/30/2016	4.41

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**Performance Criteria**

Payments for Firm Renewable Capacity are conditioned on the REQF's ability to maintain the following performance criteria:

**1. Capacity Delivery Date**

The Capacity Delivery Date shall be no later than the projected in-service date of the Buyer's Avoided Unit (i.e., December 1, 2010).

**2. Availability and Capacity Factor**

The Renewable Facility's availability and capacity factor are used in the determination of firm renewable capacity payments through a performance based calculation as detailed below. Renewable Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

(a) Annual Capacity Billing Factor (ACBF) – This factor is calculated using the 12-month rolling average of the Monthly Capacity Factor. This 12-month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of the calculation, divided by 12. During the first 12 consecutive Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the ACBF shall be performed as follows: (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Capacity Factor (b) thereafter, the calculation of the ACBF shall be computed by dividing the sum of the Monthly Capacity factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average ACBF.

(b) Monthly Capacity Factor (MCF) – The total Scheduled Renewable Energy received during the Monthly Billing Period for which the calculation is made, divided by the total Scheduled Renewable Energy requested during the Monthly Billing Period. During Monthly Billing Period where the number of Dispatch Hours equals zero (0), MCF shall equal 1.0. Dispatch hours are as defined in Section 7.4.6 of the Standard Offer Contract.

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(c) Monthly Billing Period- The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 am on the CCDD and ending with the last calendar date of such month.

(d) In the event that the ACBF at the end of the current Monthly Billing Period is less than 0.9 (90%), then no Monthly Capacity Payment shall be due.

(e) In the event that the ACBF  $\geq$  0.9, then the Capacity Payments (\$) is calculated as the Capacity Payment (above in \$/KW/month) times the Committed Renewable Capacity specified in Section 6.5 in KW.

**B. Renewable Energy Rates**

The energy rate, in cents per kilowatt-hour (¢/kWh), shall be based on the BUYER’s actual hourly avoided energy costs which are calculated by JEA. BUYER’s projected avoided energy costs are calculated based on BUYER’s forecast of fuel prices, system characteristics, and system operations. BUYER’s actual avoided energy costs are determined by evaluating the marginal cost of BUYER’s generation for each historical hour of the billing period and multiplying this cost times the energy produced and delivered to BUYER during the same hour by the REQF. All purchases of renewable energy shall be adjusted for losses from the point of metering to the point of interconnection.

**Estimated As-Available Energy Cost**

For informational purposes only, the estimated incremental avoided energy costs for the next four semi-annual periods are as follows.

<b><u>Applicable Period</u></b>	<b><u>On-Peak ¢/KWH</u></b>	<b><u>Off-Peak ¢/KWH</u></b>	<b><u>Average ¢/KWH</u></b>
October 1, 2005 – March 31, 2006	6.75	3.89	4.59
April 1, 2006 – September 30, 2006	7.81	4.67	5.50
October 1, 2006 – March 31, 2007	6.31	3.77	4.39
April 1, 2007 – September 30, 2007	6.83	3.91	4.69

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thanksgiving Day, Christmas Day, and New Year’s Day. BUYER shall have the right to change such On-Peak Hours by providing the REQF a minimum of thirty calendar days’ advance written notice.

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**II. CHARGES TO RENEWABLE ENERGY FACILITY**

The REQF shall be responsible for all applicable charges as currently approved or as they may be approved by the Buyer's Governing Board, including, but not limited to:

**A. Basic Monthly Charges**

REQF, as a customer of Buyer and as a Facility who receives energy from Buyer, will be applicable for all charges in the Applicable JEA Electric Tariff.

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**B. Interconnection Charge for Non-Variable Utility Expenses**

The REQF shall bear the cost required for interconnection, including the metering. The REQF shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Buyer adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Buyer for actual costs progressively incurred by the Buyer in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Buyer shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Buyer thirty (30) days prior to the date of each installment payment by the REQF.

**C. Interconnection Charge for Variable Utility Expenses**

The REQF shall be billed monthly for the variable utility actual expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Buyer's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the REQF if no sales to the Buyer were involved.

**III. TERMS OF SERVICE**

- (1) It shall be the REQF's responsibility to inform the Buyer of any change in its electric generation capability.
- (2) Any electric service delivered by the Buyer shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
- (3) The Buyer shall specify the point of interconnection and voltage level.
- (4) The REQF must enter into an interconnection agreement with the Buyer which will, among other things, specify safety and reliability standards for the interconnection to the Buyer's system.
- (5) Service under this rate schedule is subject to the rules and regulations of the Buyer.

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### **SPECIAL PROVISIONS**

Special contracts deviating from the above standard rates are allowable provided the Buyer agrees to them.

## APPENDIX B

### **TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION**

Each eligible Renewable Contract received by JEA will be evaluated to determine if the underlying REQF project is financially and technically viable. The REQF shall to the extent available, provide JEA with a detailed project proposal which addresses the information requested below.

#### **I. FACILITY DESCRIPTION**

- Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - Legal Description of Site
- Generating Technology
- Facility Classification (include types from statute)
- Primary Renewable Fuel
- Alternate Renewable Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - Street Address
  - Legal Description of Steam Host
  - Host's annual steam requirements (lbs/yr)
- Contact Person
  - Individual's Name and Title
  - Company Name
  - Address
  - Telephone Number
  - Telecopy Number

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~~RYAN WANNEMACHER~~, DIRECTOR  
~~FINANCIAL~~, PLANNING, BUDGETS, RATES

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**II. PROJECT PARTICIPANTS**

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - Project Development
  - Siting and Licensing the Facility
  - Designing the Facility
  - Constructing the Facility
  - Securing the Renewable Fuel Supply
  - Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the REF.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

**III. RENEWABLE FUEL SUPPLY**

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (e.g., Btu content, sulfur content, ash content, etc.). Identify special considerations regarding renewable fuel supply origin, source and handling, storage and processing requirements.
- Provide annual renewable fuel requirements (ARFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

Category	Description of Renewable Fuel Supply Arrangement
Developed =	renewable fuel is from a fully developed
owned =	source owned by one or more of the project participants
contract =	fully executed firm renewable fuel contract exists between the developer(s) and renewable fuel supplier(s)
LOI =	a letter of intent for the renewable fuel supply exists between developer(s) and renewable fuel supplier(s)
REF =	renewable energy facility will burn biomass, waste, or another renewable resource
spot =	renewable fuel supply will be purchased on the spot market
none =	no firm renewable fuel supply arrangement currently in place
other =	renewable fuel supply arrangement which does not fit any of the above categories (please describe)

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- Indicate the percentage of the Facility’s ARFR which is covered by the above renewable fuel supply arrangement(s) for each proposed operating year. The percent of ARFR covered for each operating year must total 100%. For renewable fuel supply arrangements identified as owned, contract, or letter of intent, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Renewable Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual renewable fuel transportation requirements (ARFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the renewable fuel transportation arrangements in place to meet the ARFTR in each year of the proposed operating life of the Renewable Energy Facility. Use the categories below to describe the current arrangement for securing the ARFTR.

owned = renewable fuel transport via a fully developed system owned by one or more of the project participants

contract = fully executed firm renewable transportation contract exists between the developer(s) and renewable fuel transporter(s)

LOI = a letter of intent for renewable fuel transport exists between developer(s) and renewable fuel transporter(s)

Spot = renewable fuel transportation will be purchased on the spot market

none = no firm renewable fuel transportation arrangement currently in place

other = renewable fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility’s ARFR which is covered by the above renewable fuel supply arrangement(s) for each proposed operating year. The percent of ARFR covered for each operating year must total 100%. For renewable fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average renewable fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

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**IV. PLANT DISPATCHABILITY/CONTROLLABILITY**

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

**V. SITING AND LICENSING**

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify, key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

**VI. FACILITY DEVELOPMENT AND PERFORMANCE**

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.

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- Attach preliminary flow diagrams for the steam system, water system, and renewable fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50% and minimum load. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute]

**VII. FINANCIAL**

- Provide JEA with assurances that the proposed REF project is financially viable by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Capacity Payments (\$ and \$/kW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Steam Revenues (\$ and %/lb.)
    - Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)
  - Annual Project Expenses
    - Fixed O&M (\$ and \$/kW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Property Taxes (\$)
    - Insurance(\$)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %/yr)
    - Other Expenses(\$)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)

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- Other Project Information
  - Installed Cost of the Renewable Energy Facility (\$ and \$/kW)
  - Committed Renewable Capacity (kW)
  - Average Heat Rate - HHV (MBTU/kWh)
  - Federal Income Tax Rate (%)
  - Facility Capacity Factor (%)
  - Renewable Energy Sold to JEA (MWhs)
- Permanent Financing
  - Permanent Financing Term (yrs)
  - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
  - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
  - Annual Interest Expense
  - Annual Debt Service (\$)
  - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

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**JEA**  
**Renewable Generation Interconnection Agreement**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and JEA, a body politic and corporate, with a business address of 21 W. Church St., Jacksonville, FL 32202. Customer and JEA shall collectively be called the "Parties". The physical location/premises where the interconnection is taking place is: \_\_\_\_\_.

**WITNESSETH**

**Whereas**, JEA, operates an electric distribution system serving Duval County and surrounding areas;

**Whereas**, Customer has made a written Application to JEA, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

**Whereas**, JEA desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of JEA customers and employees, reliability and integrity of its distribution system;

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

**Section 1. Definitions**

"Customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the Customer's electricity requirements with renewable energy that is generated using 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.

"Green Tags" shall mean any and all renewable energy credits (RECs), renewable energy certificates (RECs), 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.

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

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“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 JEA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

“Net Metering” means a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer’s electricity consumption on-site.

“Renewable Energy” means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

“Renewable Generation System” means electric generating system located on a customer’s premises that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy.

## Section 2. Scope of Agreement

2.01. This Agreement defines the terms and conditions under which JEA and Customer agree to interconnect Customer-Owned Renewable Generation of 100 kW or less to JEA’s electric system.

## Section 3. Interconnection Application

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to JEA a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

## Section 4. Applicable Codes and Standards

4.01. Prior to operating in parallel with JEA’s electric system, Customer shall certify that the customer-owned renewable generation equipment, 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;

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- 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.

4.02. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to JEA.

**Section 5. Inspection Requirements**

5.01. Prior to commencing parallel operation with JEA's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to JEA.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with JEA's electric system, authorized JEA representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement. At least 10 business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to JEA advising JEA of the date and time at which Customer intends to place the system in service, and JEA shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

5.03. JEA shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when JEA may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, JEA shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet JEA's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by JEA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any JEA inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. JEA's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

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**Section 6. Net Metering**

6.01. JEA will allow customer-owned renewable generation up to 100 kW under the JEA Net Metering Policy. Proposed installations which are greater than 100 kW in capacity will be outside of this policy and would need a specific Purchased Power Agreement with JEA which will be based on avoided cost principles. The JEA net metering policy is primarily intended to facilitate generation from renewable energy sources to offset part or all of the customer’s energy requirements.

**Section 7. Electric System Protection Requirements**

7.01. Customer certifies that the customer-owned renewable generation equipment includes an interactive inverter or interconnection system equipment that ceases to interconnect with JEA upon a loss of JEA 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).

**Section 8. Modifications and/or Additions to the Customer-Owned Renewable Generation System**

8.01. It is the Customer’s responsibility to notify JEA of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least 60 days prior to making the modifications.

8.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same JEA-interactive inverter for both systems; or (ii) utilizes a separate JEA - interactive inverter for each system, then Customer shall provide JEA with 60 days written notice of the addition.

**Section 9. Gross Power Rating**

9.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer’s JEA distribution service rating at the Customer’s location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

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### Section 10. Administrative Requirements

10.01. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by JEA within 30 calendar days of receipt of a completed application. Customer must execute this Agreement and return it to JEA at least 30 calendar days prior to beginning parallel operations with JEA's electric system and within one (1) year after JEA executes this Agreement.

10.02. Once JEA has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a JEA representative, JEA will, within 30 business days, send written notice that parallel operation of the customer-owned renewable generation system may commence.

### Section 11. Customer Insurance Requirements

11.01. JEA strongly recommends that the customer maintain property, liability and worker's compensation insurance for customer-owned renewable generation.

### Section 12. Customer Equipment

12.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage due to normal and abnormal operations that occur on JEA's electric system in delivering and restoring system power. 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. Such inspection should occur after large storms have traversed Customer's location and after connection with JEA's system has been restored.

### Section 13. Manual Disconnect Switch

13.01. Customer shall install, at customer's sole 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 JEA's electric system such that back feed from the customer-owned renewable generation system to JEA'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 JEA and capable of being locked in the open position with a JEA padlock. When locked and tagged in the open position by JEA,

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RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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this switch will be under the control of JEA. The switch shall meet all applicable local and national electrical codes for the installed renewable generation system (RGS) system. The switch shall be permanently labeled with three inch high letters clearly stating "JEA (name of RGS). DISCONNECT". If the switch is mounted out of sight of the meter, permanent mounted instructions must be posted at the meter clearly stating the location of the disconnect switch.

13.02. JEA may open the switch, isolating the customer-owned renewable generation system (RGS), without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, JEA shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by JEA as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- JEA electric system emergencies or maintenance requirements.
- Hazardous conditions existing on JEA's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by JEA.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of JEA's other electric consumers caused by the RGS as determined by JEA.

13.03. On termination of services pursuant to this Agreement, JEA shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from JEA's electric supply system, notify JEA that the isolation is complete, and coordinate with JEA for return of JEA's lock.

**Section 14. Metering Equipment**

14.01. JEA 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by JEA to Customer, and also measure energy delivered by Customer to JEA. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

(Continued on Sheet No. 33.6)

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(Continued from Sheet No. 33.5)

### **Section 15. Renewable Energy Credits**

Pursuant to the JEA Net Metering Policy:

15.01. For customer-owned renewable generation up to 100 kW, Customer may retain the green tags. Customer shall offer JEA a first right of refusal before selling or granting to any third party the right to the green tags associated with its customer-owned renewable generation that is interconnected to the JEA electric distribution system.

### **Section 16. Indemnification**

16.01. Customer agrees to indemnify, defend and hold harmless JEA, its subsidiaries or affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns against any and all liability, loss, damage, cost or expense, including attorney's fees, which JEA, its subsidiaries, affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. This indemnification shall survive the term of this Agreement for events that occurred during the Agreement term.

### **Section 17. Assignment**

17.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without JEA's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to JEA at least 30 days prior to the change in ownership. The new owner will be required to assume in writing 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.

### **Section 18. Lease Agreements and Retail Purchase of Electricity**

18.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide JEA a copy of the lease agreement for any leased interconnection or generation equipment. 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 JEA, 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.

(Continued on Sheet No. 33.7)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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(Continued from Sheet No. 33.6)

### Section 19. Entire Agreement

19.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between JEA 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.

### Section 20. Governing Law & Tariff

20.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and JEA's Tariff as it may be modified, changed, or amended from time to time.

20.02. This Agreement incorporates by reference the terms of the JEA Electric Documentation Volume 1 filed with the Florida Public Service Commission by JEA, including associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) as amended from time to time. To the extent of any conflict between this Agreement and such Electric Documentation Volume 1, the Electric Documentation Volume 1 shall control.

20.03. JEA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, JEA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

20.04. Customer agrees to furnish JEA with an IRS Form W-9 at the time that the contract is executed. Customer understands that JEA is required to, and will report the dollar value of, the kWh credits for the electricity that the customer sells to JEA on IRS Form 1099-MISC. Customer further understands that these credits may be subject to U. S. Federal Income Tax.

20.05. Customer also understands that JEA will bill, and that the customer is liable for, all applicable State and local Utility Taxes on the gross amount of electric power that the customer purchases from JEA. Gross Utility Taxes are not reduced by the credits that the customer receives for selling power back to JEA.

(Continued on Sheet No. 33.8)

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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(Continued from Sheet No. 33.7)

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

**JEA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title, if Corporation)

\_\_\_\_\_  
(Customer Account Number)

Date: \_\_\_\_\_

RYAN WANNEMACHER, DIRECTOR  
FINANCIAL PLANNING, BUDGETS, AND RATES

Effective October 1, 2015

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**JEA**  
**Renewable Generation Interconnection Agreement**  
**Tier 3 Net Metering**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, Zip Code: \_\_\_\_\_ and JEA, a body politic and corporate, with a business address of 21 W. Church St., Jacksonville, FL 32202. Customer and JEA shall collectively be called the "Parties". The physical location/premises where the interconnection is taking place is: \_\_\_\_\_.

**WITNESSETH:**

**Whereas**, JEA, operates an electric distribution system serving Duval County and surrounding areas; and

**Whereas**, Customer has made a written Application to JEA, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

**Whereas**, JEA desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of JEA customers and employees, reliability and integrity of its distribution system.

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

**Section 1. Definitions**

“Customer-owned renewable generation” means an electric generating system located on a customer’s premises that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy that is generated using 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.

"Green Tags" shall mean any and all renewable energy credits (RECs), renewable energy certificates (RECs), 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.

GPR or “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 JEA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

(Continued to Sheet 34.1)

(Continued from Sheet 34.0)

“Net Metering” means a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer’s electricity consumption on-site.

“Renewable Energy” means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

“Renewable Generation System” means electric generating system located on a customer’s premises that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy.

Tier 3 Net Metering – greater than 100 kW and less than or equal to 2 MW

## **Section 2. Scope of Agreement**

2.01. This Agreement defines the terms and conditions under which JEA and Customer agree to interconnect Customer-Owned Renewable Generation of greater than 100 kW and less than or equal to 2 MW to JEA’s electric system.

## **Section 3. Interconnection Application and Fees**

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to JEA the “JEA APPLICATION FORM FOR INTERCONNECTION OF TIER 3 RENEWABLE GENERATION SYSTEM (RGS)”.

3.02. The Customer shall be required to pay an application fee of \$1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer’s application and the cost of the “Initial Screen” which perform an initial review of the proposed interconnection’s impact on the JEA’s electric system, as such process is described in Section 12, hereto.

3.02. In the event the Customer-owned renewable generation does not pass the Initial Screen and the Customer elects to proceed with an Interconnection Study, as described in Section 12, hereto, the Customer shall be required to pay in advance the estimated cost of an interconnection study.

## **Section 4. Applicable Codes and Standards**

4.01. Prior to operating in parallel with JEA’s electric system, Customer shall provide an engineering certification, signed by an engineer licensed in Florida, which certifies that the customer-owned renewable generation equipment, its installation, its operation and its maintenance is in compliance with the following standards:

(Continued to Sheet 34.2)

(Continued from Sheet 34.1)

- 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 most recent version of 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.

4.02. Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to JEA.

### **Section 5. Inspection Requirements**

5.01. Prior to commencing parallel operation with JEA's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to JEA.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with JEA's electric system, authorized JEA representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement.

5.03. JEA shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when JEA may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, JEA shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet JEA's obligations to provide service to its customers.

(Continued to Sheet 34.3)

(Continued from Sheet 34.2)

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by JEA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any JEA inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. JEA's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

### **Section 6. Net Metering**

6.01. JEA will allow customer-owned renewable generation greater than 100 kW and less than or equal to 2 MW under the JEA Tier 3 Net Metering Policy. This JEA net metering policy is primarily intended to facilitate generation from renewable energy sources to offset part or all of the customer's energy requirements.

### **Section 7. Electric System Protection Requirements**

7.01. Customer shall provide a certificate from an engineer licensed in Florida that certifies that the customer-owned renewable generation equipment includes an interactive inverter or interconnection system equipment that ceases to interconnect with JEA upon a loss of JEA 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).

### **Section 8. Modifications and/or Additions to the Customer-Owned Renewable Generation System**

8.01. It is the Customer's responsibility to notify JEA of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least 60 days prior to beginning the modifications.

8.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same JEA-interactive inverter for both systems; or (ii) utilizes a separate JEA - interactive inverter for each system, then Customer shall provide JEA with 60 days written notice of the addition.

### **Section 9. Gross Power Rating**

9.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's JEA distribution service rating at the Customer's location.

(Continued to Sheet 34.4)



(Continued from Sheet 34.3)

### **Section 10. Administrative Requirements and Installation of the Net Meter**

10.01. Customer must execute this Agreement and return it to JEA prior to beginning parallel operations with JEA's electric system. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by JEA within 60 calendar days of receipt of completed required documentation and returned to the customer.

10.02. Once JEA has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a JEA representative, JEA will install the required net metering meter.

### **Section 11. Customer Qualifications**

11.01. Customer-owned renewable generation shall have a Gross power rating that:

- a) does not exceed 90% of the Customer's utility distribution service rating; and
- b) is greater than 100 kW and less than or equal to 2 MW.

Gross power rating for the Customer-owned renewable generation is \_\_\_\_\_.

### **Section 12. Interconnection Study Process**

#### **12.01. Initial Screen**

12.01.1. JEA will perform an Initial Screening of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the JEA electric system, consistent with prudent utility practice.

12.01.2. In order to pass the Initial Screen, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on JEA's electric system.

12.01.3. If the Customer's interconnection request passes the Initial Screen, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

12.02. In those instances in which the Customer-owned renewable generation does not pass the Initial Screen, the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the JEA system and what facilities will be required to resolve such impacts.

(Continued to Sheet 34.5)

(Continued from Sheet 34.4)

### 12.03. Interconnection Study

12.03.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Initial Screen.

12.03.2. Upon Customer execution of the Interconnection Agreement; the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer-owned renewable generation.

## **Section 13. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

13.01. The Customer shall pay JEA for the actual cost of any and all JEA Interconnection Facilities and Distribution Upgrades required to implement this Interconnection Agreement. JEA shall provide a best estimate cost, including overheads, for the purchase and construction of JEA's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.

13.02. The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and other equipment; and ii.) operating, maintaining, repairing, and replacing JEA's Interconnection Facilities and Distribution Upgrades.

13.03. JEA shall design, procure, construct, install and own the Interconnection Facilities and Distribution Upgrades, required for JEA to implement this Interconnection Agreement. If JEA and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

## **Section 14. Customer Insurance Requirements**

14.01. The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$2 million during the entire period of this Interconnection Agreement. Initial proof of insurance shall be in the form of a copy of the policy attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection.

(Continued to Sheet 34.6)

(Continued from Sheet 34.5)

### **Section 15. Customer Equipment**

15.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage due to normal and abnormal operations that occur on JEA's electric system in delivering and restoring system power. 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. Such inspection should occur after large storms have traversed Customer's location and after connection with JEA's system has been restored.

### **Section 16. Manual Disconnect Switch**

16.01. Customer shall install, at customer's sole 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 JEA's electric system such that back feed from the customer-owned renewable generation system to JEA'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 JEA and capable of being locked in the open position with a JEA padlock. When locked and tagged in the open position by JEA, this switch will be under the control of JEA. The switch shall meet all applicable local and national electrical codes for the installed renewable generation system (RGS) system. The switch shall be permanently labeled with three inch high letters clearly stating "JEA (name of RGS). DISCONNECT". If the switch is mounted out of sight of the meter, permanent mounted instructions must be posted at the meter clearly stating the location of the disconnect switch.

16.02. JEA may open the switch, isolating the customer-owned renewable generation system (RGS), without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, JEA shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by JEA as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- JEA electric system emergencies or maintenance requirements.
- Hazardous conditions existing on JEA's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by JEA.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of JEA's other electric consumers caused by the RGS as determined by JEA.

(Continued to Sheet 34.7)

(Continued from Sheet 34.6)

16.03. On termination of services pursuant to this Agreement, JEA shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from JEA's electric supply system, notify JEA that the isolation is complete, and coordinate with JEA for return of JEA's lock.

### **Section 17. Metering Equipment**

17.01. JEA 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by JEA to Customer, and also measure energy delivered by Customer to JEA. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

### **Section 18. Renewable Energy Credits**

18.01. Pursuant to the JEA Tier 3 Net Metering Policy:  
For customer-owned renewable generation greater than 100 kW and less than or equal to 2 MW, JEA shall retain any Green Tags associated with the electricity produced by their customer-owned renewable generation equipment.

### **Section 19. Indemnification**

19.01. Customer agrees to indemnify, defend and hold harmless JEA, its subsidiaries or affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns against any and all liability, loss, damage, cost or expense, including attorney's fees, which JEA, its subsidiaries, affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. This indemnification shall survive the term of this Agreement for events that occurred during the Agreement term.

### **Section 20. No Assignment Without JEA Written Permission**

20.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without JEA's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to JEA at least 30 days prior to the change in ownership.

(Continued to Sheet 34.8)

(Continued from Sheet 34.7)

The new owner will be required to assume in writing 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.

### **Section 21. Lease Agreements and Retail Purchase of Electricity**

21.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide JEA a copy of the lease agreement for any leased interconnection or generation equipment. 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 JEA, 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.

### **Section 22. Entire Agreement**

22.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between JEA 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.

### **Section 23. Governing Law & Tariff**

23.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and JEA's Tariff as it may be modified, changed, or amended from time to time.

23.02. This Agreement incorporates by reference the terms of the JEA Electric Documentation Volume 1 filed with the Florida Public Service Commission by JEA, including associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) as amended from time to time. To the extent of any conflict between this Agreement and such Electric Documentation Volume 1, the Electric Documentation Volume 1 shall control.

(Continued to Sheet 34.9)

(Continued from Sheet 34.8)

23.03. JEA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, JEA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

23.04. Customer agrees to furnish JEA with an IRS Form W-9 at the time that the contract is executed. Customer understands that JEA is required to, and will report the dollar value of, the kWh credits for the electricity that the customer sells to JEA on IRS Form 1099- MISC. Customer further understands that these credits may be subject to U. S. Federal Income Tax.

23.05. Customer also understands that JEA will bill, and that the customer is liable for, all applicable State and local Utility Taxes on the net amount of electric power that the customer purchases from JEA. Gross Utility Taxes are reduced by the credits that the customer receives for selling power back to JEA. If the amount of power sold back to JEA is greater than the amount of power purchased from JEA for any given month then taxes will be based only on the Customer Charge. Customer cannot receive a net credit for state or local taxes.

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

**JEA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
Office of General Counsel

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title, if Corporation)

\_\_\_\_\_  
(Customer Account Number)

Date: \_\_\_\_\_

ELECTRIC TARIFF DOCUMENTATION

VOLUME 1

JEA  
21 W. Church St.  
Jacksonville, Florida 32202-3139  
(904) 665-6000

DESCRIPTION OF TERRITORY SERVED

---

JEA furnishes retail electric service to the major portion of Duval County, including the City of Atlantic Beach and the Town of Baldwin. In addition, JEA provides retail electric service to the Town of Orange Park, to parts of St. Johns and Clay Counties and wholesale electric service to the City of Fernandina Beach.

Submitted to the Public Service Commission

**Approved by the JEA Board  
July 21, 2015**

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PUBLIC SERVICE TAX

<u>Legal Authority</u>	Chapter 792, Ordinance Code, City of Jacksonville, Florida; Section 166.231, Florida Statutes as amended by Senate Bill #1-D of 1978 and as further amended by Senate Bill #28-D of 1982.
<u>Applicable</u>	To any electric service account located within the corporate limits of the City of Jacksonville with the exception of accounts of the United States of America, State of Florida, County of Duval, City of Jacksonville, other City Authorities, and churches used for religious purposes. The Public Service Tax is not applicable to electric service accounts located outside Duval County or within the two urban service districts of Atlantic Beach and Baldwin, and to sales for resale.
<u>Rate Per Month</u>	The charge per month shall be 10% of the taxable portion of Base Revenue.
<u>Determination of Taxable Base Revenues</u>	Taxable Base Revenue shall be the total electric service charges as determined by the applicable rate schedule plus the Gross Receipts Tax plus Franchise Fee less the energy charges for non-taxable fuel cost component within the base rate. Currently the non-taxable fuel component within the fuel rate is 3.849 cents per kilowatt hour consumption for all rate schedules.
<u>Collection of Taxes For Others</u>	JEA collects a public service tax on any electric service accounts it serves in the Atlantic Beach, Orange Park and Baldwin urban service districts and unincorporated Clay County. This public service tax is collected on behalf of, and remitted to, the City of Atlantic Beach, Orange Park, Baldwin and Clay County, respectively. Currently, the monthly public service tax is 5% for Atlantic Beach, 10% for Baldwin and Orange Park, and 4% on usage above 500 kWh for Clay County of the taxable portion of base residential revenues. The Taxable Base Revenues are determined as above, with a fuel rate non-taxable fuel cost component of 3.849 cents per kilowatt hour consumption.

**NON-TAXABLE FUEL PER kWh FOR TIME-OF-USE RATES**

Definition: The table below displays the off-peak and on-peak non-taxable fuel component for time-of-use (TOU) rates that corresponds to each service type.

<u>Service Type</u>	<u>OFF PEAK TOU</u>	<u>ON PEAK TOU</u>
Residential	3.732 cents per kWh	4.105 cents per kWh
General Service	3.735 cents per kWh	4.109 cents per kWh
General Service Demand	3.742 cents per kWh	4.115 cents per kWh
Gen Service Lrg Demand	3.744 cents per kWh	4.118 cents per kWh

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**SERVICE CHARGES**

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1. A \$10.00 service charge will be added to electric bills for the establishment of each initial service connection. Same day service is available at that charge, however, if same day service is requested after twelve noon, the service charge is \$25.00.
2. A \$14.00 service charge will be added to electric bills for reconnection of services to customers who have been disconnected for non-payment of bills or unauthorized consumption.
3. A \$25.00 service charge will be added to electric bills for services found to have a meter inaccessible for reading or cut off after notice has been given to the customers.
4. A \$25.00 service charge will be added to electric bills for special order disconnects for services that cannot be disconnected at the meter due to meter inaccessibility, or services that have been cut off for any reason and found to have been restored without JEA authorization.
5. A \$100.00 service charge will be added to electric bills for tampering with metering equipment or service connection.
6. A \$65.00 service charge will be added to electric bills for damaged meters.
7. A \$20.00 service charge will be added to electric bills for returned checks.
8. A \$25.00 service charge will be added to electric bills when a JEA representative is required to make a court appearance.
9. Upon request, JEA will test a customer's meter for accuracy. If the meter does not test within JEA acceptable accuracy range of + or - 2%, JEA will bear the full cost of the test. If the meter tests within JEA acceptable accuracy range, however, the customer will be required to share in the cost of the testing and a \$7.50 service charge will be added to the electric bill.
10. JEA will sell or lend material, tools and equipment to private contractors, other city agencies, and other electric utilities provided that the terms and conditions of JEA's applicable Policies and Procedures have been met.
11. In general, JEA will do all necessary construction at no cost to the customer when an extension of an existing line is found to be necessary and the major portion of an anticipated extension will be built on public rights-of-way. Where these guidelines clearly do not apply, JEA shall determine the total cost of standard and non-standard construction required. For standard construction cost, JEA may charge the customer all costs in excess of 30 times the estimated annual nonfuel revenue for Residential accounts; 4 times for non-Residential accounts. For non-standard construction cost, JEA may charge the customer all cost in excess of 3 times the estimated monthly nonfuel revenue for all accounts.

(Continued to Sheet No. 3.2)

(Continued from Sheet No. 3.1)

12. JEA will require a contribution-in-aid-of-construction by a developer for underground utilities in an amount not to exceed the difference in costs between an underground system and an equivalent overhead system. JEA's Policy and Procedure for underground distribution should be referenced for further information.
13. A \$5.00 service charge will be added to electric bills when a field notification is provided to a customer to pay the bill in lieu of disconnecting the service. The notification will count as an infraction toward delinquent deposit review.
14. A minimum \$75.00 service charge will be assessed for all temporary services. Temporary electric service for residential construction will be charged \$150.00. This single fee will cover all costs and consumption; consumption will not be metered by JEA. This fee is payable to JEA at the time the permit for construction is obtained. Temporary service will not be provided unless the customer has obtained the necessary building/construction permit.
15. A special service charge may be added to energy, water or sewer bills when a customer requests a related water, sewer or energy service which is not normally provided, including the repayment over time to JEA of the onetime capital costs of connecting customers to the water and/or sewer system. These special services will be priced based on the cost of the service. JEA's provision of special services requires execution of a contract between JEA and the Customer. Contract approval authorizations shall be as established in applicable JEA Management Directives, Policies or Procedures.
16. JEA will charge a customer \$25.00 for each return trip whenever JEA must make a return trip to a customer's service address to perform maintenance and/or activate service because the work requested by the customer was not able to be completed at the first scheduled visit.
17. Account Fraud charge shall be \$50.00
18. Application fee shall be \$1,000.00 for Tier 3 net metering applications.

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**ENERGY AUDITS**

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Upon request JEA will perform the following energy audits:

Standard Residential Audit

An inspection of a customer's residence will be made free of charge to identify energy consuming equipment and ways to save energy.

Class "A"  
Computer Assisted Audit

A \$15.00 fee will be charged for this analysis. Audit will focus on economic analysis of major conservation opportunities for residential customers. A written report will be provided which will show estimated cost of recommended changes or additions.

Commercial Consultation

JEA will conduct mini-surveys free of charge to answer specific energy use questions.

Commercial Energy Audit

A \$15.00 fee will be charged for this audit which will include a detailed analysis of energy related factors of building's energy efficiencies. The results of the audit will be presented in report form.

Large Demand Audit

A \$100.00 fee will be charged for this commercial survey. The audit will only be offered to customers with a demand equal to or greater than 1,000 KW. The results of the audit will include information on ways to maintain comfort and production levels while reducing energy expenditures. The results of the audit will be presented in report form.

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 INDEX OF ELECTRIC SERVICE RATE SCHEDULES
 

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Rate Schedule Designations		Sheet Number
FPPC	Fuel and Purchased Power Cost Recovery Charge Policy	5.0
KVAR/ EC/NM	Excess Reactive Demand Policy – Environmental Charge – Net Metering	5.1
FFA	Franchise Fee Adjustment	5.2
GRT	Gross Receipts Tax (Non-Franchise Area)	5.3
GRT	Gross Receipts Tax (Franchise Area)	5.4
RS	Residential Service	6.0
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GS	General Service	8.0
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(Continued from Sheet No. 4.0)

Rate Schedule Designations		Sheet Number
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MA	Multiple Account Load Factor Improvement Rider	16.00
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CS	Curtable Service Rider	16.50
EDP	Economic Development Rider	17.00
OS	Unmetered Miscellaneous Service for Traffic Signals and Other Uses	18.0
	Disclaimer	19.0

**FUEL AND PURCHASED POWER COST RECOVERY CHARGE POLICY - FPPC**

The Retail Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy (FPPC or the Fuel Charge) shall be applicable to all JEA Retail Rate Schedules. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below.

The Sale For Resale Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy shall be applicable to all JEA Sale for Resale Rate Schedules. The said energy charge stated in each such rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below for service taken at 26.4 kV and above.

**Variable Fuel Rate Policy**

The Variable Fuel Rate charge for each retail rate schedule shall be rounded to the nearest 0.001 cents per kilowatt hour of sales to reflect recovery of costs of fuels and purchased power (excluding capacity payments) for each kilowatt hour delivered. The Fuel Charge is normally calculated annually, for the billing period October through September and is adjusted to incorporate changes in costs from one period to the next, using a method approved by the Board. The Fuel Charge may be adjusted during the billing period if the costs for fuel and purchased power are projected to deviate more than +/- 10% of the original forecast. Any intra-year adjustment must be approved by the Board. The current Variable Fuel Rate is 4.360 cents per kWh.

A Fuel Stabilization Fund (Fuel Reserve) charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to fund the Fuel Reserve for managing short term fluctuations in fuel and purchased power costs, where the Fuel Stabilization fund target is 15% of annual fuel and purchased power costs. The current Fuel Stabilization charge is 0.000 cents per kWh. A Fuel Recovery charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to repay funds used from other electric system sources to pay fuel expenses. The current Fuel Recovery charge is 0.000 cents per kWh.

The total fuel rate charge for each rate schedule shall be the sum of the Variable Fuel Rate plus the Fuel Stabilization charge plus the Fuel Recovery charge.

***FUEL CHARGE PER kWh***

<u>RETAIL RATES</u>	<u>LEVELIZED</u>	<u>OFF PEAK</u>	<u>ON PEAK</u>
Residential	4.360 cents per kWh	4.227 cents per kWh	4.651 cents per kWh
General Service	4.360 cents per kWh	4.231 cents per kWh	4.654 cents per kWh
General Service Demand	4.360 cents per kWh	4.238 cents per kWh	4.662 cents per kWh
General Service Lrg Demand	4.360 cents per kWh	4.241 cents per kWh	4.665 cents per kWh
Rate Schedules SL & OL	4.360 cents per kWh		
Riders GSXLD, IS & CS	4.360 cents per kWh		

<u>SALE FOR RESALE RATES</u>	<u>LEVELIZED</u>
Municipal Rates	4.360 cents per kWh

## EXCESS REACTIVE DEMAND (KVAR) POLICY

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Effective October 1, 2006:

This policy applies to all accounts receiving service under GSD, GSDT, GSLD, GSLDT, GSXLD, IS, CS, and the Multiple Account Rider as applied to any of these rates.

The customer's utilization equipment shall not result in a target power factor (TPF) at the point of delivery of less than ninety percent (90%) lagging at the time of maximum demand. Should this TPF be less than ninety percent (90%) lagging during any month, JEA may adjust the readings taken to determine the Total Demand.

If TPF is less than ninety percent (90%) lagging then the Billing Demand (BD) is calculated using the following formula:

$$BD = \text{Maximum measured 15-minute demand (kW)} \times (TPF / PF)$$

PF = power factor calculated per the following formula

$$PF = \text{COS(ATAN(kVar/kW))}$$

kVar in the above formula is the kVar measured coincident with the maximum 15-minute kW demand used in the formula. For GSDT and GSLDT the off-peak demand will be used for determining Excess Reactive Demand.

## ENVIRONMENTAL CHARGE

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Effective October 1, 2007

This Environmental Charge applies to all rate classes. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the Environmental Charge per kilowatt hour as indicated below.

Rate for all rate classes = \$0.00062 per kWh

## NET METERING

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Effective October 1, 2009

Net metering is authorized for residential and commercial customers in accordance with JEA's Net Metering Policy.



**FRANCHISE FEE ADJUSTMENT**  
 (Atlantic Beach, Baldwin, Jacksonville, Orange Park & Clay County, FL )

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Legal Authority

Rule 25-6.100, Florida Administrative Code, effective May 16, 1983.

Applicable

To any electric service account located in an area that requires JEA to pay a Franchise Fee for providing electric service within that area.

The Town of Orange Park, Clay County, the City of Atlantic Beach, and the Town of Baldwin areas are 6% Franchise Fee areas. The City of Jacksonville is a 3% Franchise Fee area.

Rate Per Month

The charge per month shall be a pro-rata share of the total Franchise Fee required by the Franchise area plus taxes associated with the Franchise Fee.

The Franchise Fee required by the 6% areas is six (6) percent of the total electric charges. The tax associated with the Franchise Fee is the State of Florida Gross Receipts Tax (2.5% of gross receipts).

The Franchise Fee Adjustment for 6% Franchise areas is calculated as follows for collection purposes:

$$\frac{\text{(Franchise Fee)}}{\text{( 1 - Gross Receipts Tax - Franchise Fee )}} =$$

$$\frac{.06}{\text{( 1 - .025 - .06 )}} = \frac{.06}{0.915} =$$

.065574 or 6.5574% of the total electric charges.

The Franchise Fee for residential customers in Jacksonville shall be 3% of the total electric charges. The Franchise Fee for commercial customers in Jacksonville shall be 3% of the total electric charges up to an annualized billing amount of \$2,400,000. For collection purposes the Franchise Fee will not be adjusted for gross receipts tax.

Billing

In accordance with Rule 25-6.100, Florida Administrative Code, the Franchise Fee Adjustment amount shall be separately stated on each customer billing.

GROSS RECEIPTS TAX (NON-FRANCHISE AREA)

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Legal Authority Chapter 203, Florida Statutes.

Applicable To any electric service account in a non-franchise area with the exception of sales for resale and accounts serving the City of Jacksonville, Jacksonville Port Authority and Jacksonville Transportation Authority.

Rate Per Month The Gross Receipts Tax will be as follows:

$$\begin{array}{r}
 \text{(Gross Receipts Tax)} \\
 \hline
 = \\
 \text{( 1 - Gross Receipts Tax)} \\
 \\
 \begin{array}{r}
 .025 \\
 \hline
 \end{array} = \begin{array}{r}
 .025 \\
 \hline
 \end{array} \\
 \begin{array}{r}
 (1- .025) \\
 \hline
 \end{array} \qquad \qquad \qquad \begin{array}{r}
 0.975 \\
 \hline
 \end{array}
 \end{array}$$

.025641 or 2.5641% of the total electric charges.

Billing In accordance with Chapter 203, Florida Statutes, the Gross Receipts Tax shall be separately stated on each customer billing.

**GROSS RECEIPTS TAX**  
 (FRANCHISE AREAS - Atlantic Beach, Baldwin, Orange Park & Clay County, FL )

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Legal Authority Chapter 203, Florida Statutes.

Applicable To any electric service account in a 6% franchise area with the exception of sales for resale.

Rate Per Month The Gross Receipts Tax is calculated as follows for collection purposes:

$$\begin{array}{r}
 \text{(Gross Receipts Tax)} \\
 \hline
 = \\
 ( 1 - \text{Gross Receipts Tax} - \text{Franchise Fee} ) \\
 \\
 \begin{array}{r}
 .025 \\
 \hline
 \end{array} = \begin{array}{r}
 .025 \\
 \hline
 \end{array} \\
 \\
 \begin{array}{r}
 (1 - .025 - .06) \\
 \hline
 \end{array} \qquad \qquad \qquad \begin{array}{r}
 0.915 \\
 \hline
 \end{array}
 \end{array}$$

.027322 or 2.7322% of the total electric charges.

Billing In accordance with Chapter 203, Florida Statutes, the Gross Receipts Tax shall be separately stated on each customer billing.

RS

Revenue Code RES10

RATE SCHEDULE RS

## RESIDENTIAL SERVICE

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<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any residential customer in a single family individual house, apartment or mobile home for domestic, non-commercial purposes. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	\$5.50 Basic Monthly Charge, plus 6.624 cent per kWh plus applicable Fuel, Environmental, and Conservation Charges
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)
<u>Environmental Charge</u>	As stated in the Environmental charge (Sheet No. 5.1)
<u>Minimum Bill</u>	\$5.50 per month Basic Monthly Charge.
<u>Term and Conditions</u>	(a) Service hereunder shall be subject to the Rules and Regulations of JEA  (b) Conservation charge is a charge of 1.0 cent per kWh for all consumption above 2,750 kWh.

RST

Revenue Code RES13TOD

RATE SCHEDULE RSTRESIDENTIAL TIME OF DAY SERVICE (OPTIONAL)  
CLOSED TO NEW CUSTOMERS

<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any residential customer in single family individual houses, apartments and trailers for all domestic and non-commercial purposes. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	\$14.30 Basic Monthly Charge, plus 12.426 cent per kWh during On-Peak hours 4.006 cent per kWh during Off-Peak hours plus applicable Fuel, Environmental, and Conservation Charges
<u>Definition of Billing Periods</u>	On-peak periods shall be defined as follows: 6 a.m.-10 a.m. - November through March, weekdays only 6 p.m.-10 p.m. - November through March, weekdays only  12 Noon-9 p.m. - April through October; weekdays only  All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 6.2)

(Continued from Sheet No. 6.1)

Minimum Bill

\$14.30 Basic Monthly Charge.

Terms and  
Conditions

- (a) Service under this rate will be made available at the option of the Residential Service customer, subject to the availability of TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$4.50 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (d) Service hereunder is subject to the Rules and Regulations of JEA.
- (e) Net metering is not authorized under this rate schedule.
- (f) Conservation charge is a charge of 1.0 cent per kWh for all consumption above 2,750 kWh.

(For Future Use)

(For Future Use)



(For Future Use)

GS  
Revenue Codes COM20RATE SCHEDULE GS

## GENERAL SERVICE

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<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any customer whose service is not provided by any other rate schedule, for all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	\$9.25 Basic Monthly Charge, plus 6.111 cent per kWh plus applicable Fuel and Environmental Charges
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)
<u>Minimum Bill</u>	\$9.25 per month Basic Monthly Charge.
<u>Fluctuating Load Charge</u>	Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.

(Continued to Sheet No. 8.1)

(Continued from sheet No. 8.0)

Primary Service  
Discount

Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.

Terms and  
Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute demand of 75 kW or higher four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period, such customer will be reclassified to the General Service Demand rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the General Service Demand rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (c) Service hereunder shall be subject to the Rules and Regulations of JEA.

## GST

Revenue Code COM23TOD

RATE SCHEDULE GSTGENERAL SERVICE TIME OF DAY  
(OPTIONAL)

<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any customer whose service is not provided by any other rate schedule, for all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	\$21.00 Basic Monthly Charge, plus 11.632 cent per kWh during On-Peak hours 3.712 cent per kWh during Off-Peak hours plus applicable Fuel and Environmental Charges
<u>Definition of Billing Periods</u>	On-Peak periods shall be defined as follows:  6 a.m.-10 a.m. - November through March; weekdays only 6 p.m.-10 p.m. - November through March; weekdays only  12 Noon-9 p.m. - April through October; weekdays only  All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Policy (Sheet No. 5.0)
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 8.3)

(Continued from Sheet No. 8.2)

<u>Minimum Bill</u>	\$21.00 per month Basic Monthly Charge.
<u>Fluctuating Load Charge</u>	Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.
<u>Primary Service Discount</u>	Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.
<u>Terms and Conditions</u>	<p>(a) Service under this rate will be made available at the option of the General Service customer, subject to the availability of TOD metering equipment.</p> <p>(b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$6.50 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.</p> <p>(c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.</p>

(Continued to Sheet No. 8.4)

(Continued from Sheet No. 8.3)

- (d) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute on-peak demand of 75 kW or higher four (4) or more months out of twelve consecutive, monthly billing periods ending with the current billing period, such customer will be reclassified to the Optional General Service Demand TOD rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the Optional General Service Demand TOD rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (e) Service hereunder is subject to the Rules and Regulations of JEA.

(For Future Use)

(For Future Use)



GSD  
 Revenue Codes COM30, COM31 RATE SCHEDULE GSD

GENERAL SERVICE DEMAND

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Available In all territory served by JEA.

Applicable To any customer where the measured monthly billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month The charge per month shall consist of the total of basic monthly, demand, and energy charges as follows:

<u>STANDARD</u>	<u>OPTIONAL</u>
Basic Monthly Charge:	Basic Monthly Charge:
\$85.00 per month	\$85.00 per month
Demand Charge:	Demand Charge:
\$8.40 per kW of billing demand	\$0.00 per kW of billing demand
Energy Charge:	Energy Charge:
Non-Fuel Charge:	Non-Fuel Charge:
3.355 cent per kWh, plus	8.081 cent per kWh, plus
Fuel and Environmental Charges:	Fuel and Environmental Charges:

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 9.1)

(Continued from Sheet No. 9.0)

<u>Minimum Bill</u>	\$85.00 Basic Monthly Charge plus the demand charge as computed above.
<u>Determination of Billing Demand</u>	The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month.
<u>Primary Service Discount</u>	A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.
<u>Terms and Conditions</u>	<ul style="list-style-type: none"><li>(a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.</li><li>(b) Service hereunder shall be subject to the Rules and Regulations of JEA.</li><li>(c) Should the Metered Demand be less than 75 kW for any 12 month period, the customer may be reclassified to Rate Schedule GS, at the option of JEA.</li><li>(d) Should the customer demonstrate that the future Metered Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GS, at the option of JEA.</li><li>(e) Customer has the option of terminating service under the optional energy-only rate schedule at any time. Any customer requesting the optional energy-only rate for the second time on the same premises shall remain on the optional energy-only rate for a period of not less than twelve (12) consecutive months.</li></ul>

GSDT

Revenue Code COM33TOD

RATE SCHEDULE GSDTGENERAL SERVICE DEMAND TIME OF DAY  
(OPTIONAL)Available

In all territory served by JEA.

Applicable

To any customer where the measured monthly On-Peak billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

The charge per month shall consist of the total of the basic monthly, demand and energy charges as follows:

## Basic Monthly Charge:

\$85.00 per month

## Demand Charge:

\$8.53 per kW of On-Peak Demand

\$4.93 per kW of Excess Off-Peak Demand

## Energy Charge:

6.458 cent per kWh during On-Peak hours

2.084 cent per kWh during Off-Peak hours

plus applicable Fuel and Environmental Charges

(Continued to Sheet No. 9.3)

(Continued from Sheet No. 9.2)

<u>Definition of Billing Periods</u>	<p>On-Peak periods shall be defined as follows:</p> <p>6 a.m.-10 a.m. - November through March; weekdays only 6 p.m.-10 p.m. - November through March; weekdays only</p> <p>12 Noon-9 p.m. - April through October, weekdays only</p> <p>All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.</p>
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)
<u>Minimum Bill</u>	\$85.00 Basic Monthly Charge plus demand charges as computed above.
<u>Determination of Billing Demand</u>	The billing demand for the month shall be the maximum integrated 15-minute metered kW demand in the month.
<u>Determination of On-Peak and Off-Peak Demand</u>	The On-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the Off-Peak period.
<u>Determination Excess Off-Peak Demand</u>	The Excess Off-Peak Demand for the month shall be the amount by which the Off-Peak Demand exceeds the On-Peak Demand.
<u>Primary Service Discount</u>	A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

(Continued to Sheet No. 9.4)

(Continued from Sheet No. 9.3)

Terms and  
Conditions

- (a) Service under this rate will be made available at the option of the General Service Demand customer, subject to the availability to TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$11.37 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (d) Should the On-Peak Demand be less than 75 kW for any 12 month period, the customer may be reclassified to Rate Schedule GST, at the option of JEA.
- (e) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GST, at the option of JEA.
- (f) Service hereunder shall be subject to the Rules and Regulations of JEA.

SS  
Revenue Code Special Designation

RATE SCHEDULE SS  
AUXILIARY SERVICE FOR COGENERATORS  
(Closed to New Customers)

<u>Available</u>	In all territory served by JEA
<u>Applicable</u>	To all co-generators or small power producers satisfying the criteria for qualification as a Qualifying Facility as set out by the Federal Energy Regulatory Commission in 18 CFR Part 292.0 and with generating capacity equal to or greater than one-hundred (100) kilowatts
<u>Character of Service</u>	Firm auxiliary service per time of day rate schedule that would be applicable to any other retail, full requirements customer with identical electrical requirements.
<u>Rate Per Month</u>	<p>The charge per month shall consist of the total basic monthly, demand and energy charges as follows:</p> <p>Basic Monthly Charge: per applicable time of day rate schedule.</p> <p>Standard Demand Charges: The charge per month shall be the total of the metered and Auxiliary demand as follows:</p> <ul style="list-style-type: none"> <li>o <u>Metered Demand Charge</u>: Demand Charge per applicable time of day rate schedule.</li> <li>o <u>Auxiliary Demand Charge</u>: The numerical average of the On-Peak Demand charge per kW and the Excess Off-Peak Demand charge per kW per applicable time of day rate schedule, applied to the Auxiliary Demand.</li> </ul> <p>Excess Reactive Demand Charge : see Sheet 5.1</p> <p>Standard Energy Charge : per applicable time of day rate schedule</p>
<u>Definition of Contract Demand</u>	The Contract Demand for the month shall be the maximum integrated 15-minute metered kW demand allowable in accordance with the service agreement provisions.
<u>Definition of Metered Demand</u>	The Metered Demand for the month shall be the maximum integrated 15-minute metered kW demand measured during the month.
<u>Definition of Auxiliary Demand</u>	The Auxiliary Demand for the month shall be the difference between the of Contract Demand and the Metered Demand during the month.

(Continued on Sheet No. 9.6)

(Continued from Sheet No. 9.5)

<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule except for the GSLDT option below.
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)
<u>Determination of Excess Reactive Demand</u>	As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)
<u>Minimum Bill</u>	The basic monthly and demand charges as computed above.
<u>Terms and Conditions</u>	<ul style="list-style-type: none"><li>(a) Service is available under this rate schedule upon execution of a service agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.</li><li>(b) Service herein shall be subject to the Rules and Regulations of JEA.</li><li>(c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to an increase in the contract demand level or reclassification to any other standard JEA Rate Schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers. Such election by the customer shall be irrevocable unless JEA and the customer mutually agree to void the revocation.</li><li>(d) Customers exceeding the Auxiliary Service contract demand may experience a temporary, total interruption of all JEA-supplied electric services due to the action of automatically operating demand limiting devices installed on Auxiliary Service accounts.</li></ul>

SS-1  
Revenue Code Special Designation

RATE SCHEDULE SS-1  
STANDBY AND SUPPLEMENTAL SERVICE

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer, at a point of delivery, whose electric service requirements for the customer's load are supplied or supplemented from the customer's generation equipment at that point of service and who requires standby and supplemental service from JEA. A customer is required to take service under this rate schedule if the customer's total generation capacity is 50 kW or greater and the customer's full load requirement is 75 kW or greater four (4) or more months out of twelve (12) consecutive billing periods ending with the current billing period. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

Standby Service: Electric energy or capacity supplied by JEA to replace energy or capacity ordinarily generated by the customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the customer's generation.

Supplemental Service: Electric energy or capacity supplied by JEA in addition to that which is normally provided by the customer's own generation equipment.

Full Load Requirement: The sum of the metered demand and the kW nameplate rating of the customer's generating unit(s).

Customers taking service under this rate schedule are required to execute an interconnection agreement. This rate schedule does not apply to existing customers who own generating capacity covered by JEA's Net Metering Policy. For the purposes of this rate schedule an existing customer is one who has physically connected to JEA and executed an interconnection agreement prior to the original effective date of this rate schedule (January 1, 2015).

CHARACTER OF SERVICE:

JEA's primary and secondary voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

(Continued on Sheet 9.62)



(Continued from Sheet 9.61)

Basic Monthly Charge: per the applicable time of day rate schedule.

Facilities Demand Charge: The applicable demand charge as provided below:

GSDT:	\$0.93 per kW of Contract Demand Primary
GSDT:	\$1.25 per kW of Contract Demand Secondary
GSLDT:	\$0.89 per kW of Contract Demand Primary
GSLDT:	\$0.96 per kW of Contract Demand Secondary

Standby Demand Charge: The sum of the on-peak demand charge less the Facilities Demand Charge above multiplied by the reliability adjustment factor which is equal to the assumed reliability factor set forth in the interconnection agreement but not less than 0.1, and divided by 0.7. For generators 5 MW and larger the reliability factor shall be one (1) minus the annual generating unit operating hours divided by the hours in the year (8760 for non-leap years and 8784 for leap years) divided by 0.7. The standby demand charge is applied to the kW nameplate rating of the generating unit(s).

The calculation for the Standby Demand Charge is:

$$SDC = (OPDC - FDC) * RAF / 0.7$$

Where:

SDC = Standby Demand Charge

OPDC = On Peak Demand Charge per the applicable time of day rate schedule

FDC = Facilities Demand Charge

RAF = Reliability Adjustment Factor

0.7 = System Peak Coincident Factor

Supplemental Demand Charge: The on-peak demand charge per the applicable time of day rate schedule less the Facilities Demand Charge above. The supplemental demand charge is applied to the Metered Demand.

Excess Reactive Demand Charge: per applicable time of day rate schedule.

Energy Charge: per applicable time of day rate schedule.

Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

Primary Service Discount: A discount of 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

(Demand Discount is included in the rates charged above)

(Continued on Sheet 9.63)

(Continued from Sheet 9.62)

Minimum Bill: The Basic Monthly charge per the applicable time of day rate schedule.

Metered Demand: The maximum integrated 15-minute on peak and off peak metered kW demand measured during the month.

Contract Demand: The kW demand as stated in the interconnection agreement.

Determination of Excess Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

TERMS AND CONDITIONS:

- (a) Service is available under this rate schedule upon execution of an interconnection agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.
- (b) Service herein shall be subject to the Rules and Regulations of JEA.
- (c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to reclassification to any other standard JEA rate schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers.

(For Future Use)

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GSLD  
Revenue Codes IND40RATE SCHEDULE GSLDGENERAL SERVICE LARGE DEMAND

<u>Available</u>	In all territory served by JEA where service can be rendered from the transmission facilities of JEA.
<u>Applicable</u>	To any customer where the measured monthly billing demand is 1,000 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	The charge per month shall consist of the total of the basic monthly, demand and energy charges follows:  Basic Monthly Charge:  \$335.00 per month  Demand Charge:  \$12.16 per kW for all kW of Billing Demand.  Excess Reactive Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)  Energy Charge:  2.456 cent per kWh plus applicable Fuel and Environmental Charges
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 10.1)

(Continued from Sheet No. 10.0)

Minimum Bill \$335.00 Basic Monthly Charge plus the demand charge as computed above, plus any special service charges as defined in the agreement.

Determination of Billing Demand The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1, but not less than any applicable contract minimum demand.

Determination of Reactive Demand As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discount A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.

(Continued to Sheet No. 10.11)

(Continued from Sheet No. 10.10)

- (c) Should the Metered Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSD, at the option of JEA.
- (d) Should the customer demonstrate that the future Metered Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSD, at the option of JEA.

GSLDT

Revenue Code IND43TOD

RATE SCHEDULE GSLDTGENERAL SERVICE LARGE DEMAND TIME OF DAY  
(OPTIONAL)

Available In all territory served by JEA where service can be rendered from the transmission facilities of JEA.

Applicable To any customer where the measured monthly On-Peak billing demand is 1,000 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW. Resale of energy purchased under this rate schedule is not permitted.

Character of Service JEA's standard voltage levels.

Rate Per Month The charge per month shall consist of the total of the basic monthly, demand, and energy charges as follows:

Basic Monthly Charge:

\$350.00 per month

Demand Charge:

\$12.31 per kW of On-Peak Demand  
\$ 7.13 per kW of Excess Off-Peak Demand

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy  
(Sheet No. 5.1).

Energy Charge:

4.839 cent per kWh during On-Peak hours  
1.534 cent per kWh during Off-Peak hours  
plus applicable Fuel and Environmental Charges

(Continued to Sheet No. 10.3)

(Continued from Sheet No. 10.2)

Definition of  
Billing Periods

On-Peak periods shall be defined as follows:

6 a.m.-10 a.m. - November through March; weekdays only  
 6 p.m.-10 p.m. - November through March; weekdays only  
 12 Noon - 9 p.m. - April through October; weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental  
Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill

\$350.00 Basic Monthly Charge plus the demand charges computed above, plus any special service charges as defined in the agreement.

Determination  
of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15- minute metered kW demand, but not less than any applicable contract demand.

Determination  
of On-Peak and  
Off-Peak Demand

The On-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute metered kW demand during the Off-Peak period.

Determination  
of Excess Off-  
Peak Demand

The Excess Off-Peak Demand for the month shall be the amount by which the Off-Peak Demand, as may be adjusted per sheet No. 5.1, exceeds the On-Peak Demand.

(Continued to Sheet No. 10.4)



(Continued from Sheet No. 10.3)

<u>Determination of Reactive Demand</u>	As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).
<u>Primary Service Discount</u>	A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.
<u>Transmission Service Discount</u>	A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.
<u>Terms and Conditions</u>	<p>(a) Service will be made available under this rate schedule upon the execution of a service agreement accompanied by payment of deposit or bond as required by JEA.</p> <p>(b) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.</p> <p>(c) Should the On-Peak Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSDT, at the option of JEA.</p> <p>(d) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSDT, at the option of JEA.</p> <p>(e) Service hereunder shall be subject to the Rules and Regulations of JEA.</p>

GSLDHLF

Revenue Codes IND40HLF

RATE SCHEDULE GSLD-HLF  
GENERAL SERVICE LARGE DEMAND - HIGH LOAD FACTOR  
(EXPERIMENTAL)

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer that meets the following conditions:

- a) Measured monthly billing demand is 700 kW or greater and;
- b) Customer uses 475 kWh per kW of Ratcheted Demand or greater for six (6) or more billing periods out of the last twelve (12) consecutive billing periods.

Resale of energy purchased under this rate schedule is not permitted.

CHARACTER OF SERVICE:

JEA's standard voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

Basic Monthly Charge: \$335.00 per month

Demand Charge: \$12.16 per kW for all kW of Billing Demand

Excess Reactive Demand Charge: \$12.16 for all Excess Reactive Demand as defined below

Energy Charge:

For the first 350 kWh per kW of Ratcheted Demand: 2.456 cent per kWh

For the next 200 kWh per kW of Ratcheted Demand: 1.362 cent per kWh

For all energy above 550 kWh per kW of Ratcheted Demand: 0.695 cent per kWh

Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0), where all energy up to 350 kWh per kW of Ratcheted Demand is priced at the GSLD levelized charge and all additional energy is priced at the GSLD off-peak charge.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

(Continued on Sheet 11.1)

(Continued from Sheet 11.0)

Primary Service Discount: A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount: A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Minimum Bill: \$335.00 Basic Monthly Charge.

Definition of Billing Demand: The maximum integrated 15-minute metered kW demand in the billing period.

Definition of Ratcheted Demand: The greater of the Billing Demand in the current month or the highest Billing Demand occurring in the previous eleven months.

Determination of Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

TERMS AND CONDITIONS:

- (a) Service will be made available under this rate schedule upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the Billing Demand fall below 700 KW, the customer may be reclassified to Rate Schedule GSD, at the option of JEA. Should customer use fall below 475 kWh per KW of Ratcheted Demand, the customer may be reclassified to Rate Schedule GSLD, at the option of JEA.

(Continued on Sheet 11.2)

(Continued from (Sheet 11.1))

- (d) Selection of the GSLD-HLF rate will require the customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party.
- (e) Selection of the GSLD-HLF rate will preclude the election of any JEA Rider, except Rider EDP for new customers. A new customer is defined as a customer having a meter set after October 1, 2014.

(For Future Use)

(For Future Use)

INTERRUPTIBLE SERVICE EXTRA LARGE DEMAND  
Revenue Codes ISXLDRATE SCHEDULE ISXLD  
INTERRUPTIBLE SERVICE EXTRA LARGE DEMAND (OPTIONAL)AVAILABLE:

In all territory served by JEA where service can be rendered from JEA transmission voltage facilities having adequate capacity to serve the load.

APPLICABLE:

To any customer with measured monthly billing demand of 50,000 kW or greater eight (8) or more billing periods out of the last twelve (12) consecutive billing periods. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rate schedule is not permitted.

Customers taking service under this rate schedule are required to execute a service agreement.

CHARACTER OF SERVICE:

JEA's 69,000 voltage level or higher

LIMITATION OF SERVICE:

Interruptible service is electric service that can be interrupted either automatically or manually at the sole discretion of JEA. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required (a) to maintain service to JEA's firm power customers and firm power sales commitments, (b) to supply emergency Interchange service to another utility for its firm load obligations only, (c) in connection with maintenance outages on JEA's system, or (d) when the price of power available to JEA from any source exceeds 30 cents per kWh.

RATE PER MONTH:

The charge per month shall consist of the total of the basic monthly, demand, energy, peaking, fuel, and environmental charges as follows:

Basic Monthly Charge: \$770.00 per month

Demand Charge: \$6.58 per kW for all kW of Billing Demand

(Continued on Sheet 12.1)

(Continued from Sheet 12.0)

Excess Reactive Demand Charge: \$6.58 for all Excess Reactive Demand as defined below

Energy Charge:

For the first 300 kWh per kW of Ratcheted Demand: 0.920 cent per kWh

For the next 65 kWh per kW of Ratcheted Demand: 0.860 cent per kWh

For all energy above 365 kWh per kW of Ratcheted Demand: 0.795 cent per kWh

Peaking Price: 18.917 cents per kWh plus applicable Fuel Charge

Customers will be notified no later than 4:00 p.m. Eastern Time of the time periods “peaking price” will be in effect for the following day.

Fuel Charge: As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0)

Environmental Charge: As stated in the Environmental Charge (Sheet No. 5.1)

Transmission Service Discount: A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Minimum Bill: The dollar amount of the minimum bill shall be specified in the Service Agreement.

Definition of Billing Demand: The maximum integrated 15-minute metered kW demand in the billing period unless otherwise specified in the Service Agreement. In no event shall Billing Demand be less than 50,000 kW.

Definition of Ratcheted Demand: The greater of the Billing Demand in the current month or the highest Billing Demand occurring in the previous eleven months.

Determination of Reactive Demand: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Application of Peaking Price: JEA will activate the Peaking Price when JEA's marginal price meets or exceeds JEA's Combustion Turbine Price as listed in JEA's Schedule A interchange report.

(Continued on Sheet 12.2)



(Continued from Sheet 12.1)

Buy-Through Provision: Customers served under this rate schedule may elect to participate in the optional Buy-Through Provision. JEA will solicit power and energy purchases from other sources on the customer's behalf during periods when JEA would otherwise interrupt the customer's electrical loads. Customer may request enrollment in the Buy-Through Provision (or re-enrollment after withdrawing) by making written request to JEA, to which JEA shall respond within thirty (30) days. Should JEA not be able to arrange Buy-Through power, the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted, which JEA will sell to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making said purchases, Customer shall pay JEA's cost of purchasing such power plus 3 mils per kWh in lieu of the otherwise-applicable energy charge listed in Rate Schedule ISXLD. Customer may withdraw from participation by providing one year's advance written notice to JEA.

TERMS AND CONDITIONS:

- (a) Service will be made available under this rate schedule upon execution of a Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the customer's Billing Demand be reduced below the demand threshold of 50,000 kW, JEA may, at its option, reclassify the account to Rate Schedule GSLD.
- (d) In addition to the Limitation of Service described above, JEA may further interrupt electric service upon 30 days advance notice or at any other mutually agreed upon date and time, to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions.
- (e) Selection of the ISXLD rate schedule will require an existing customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party and will preclude election of any JEA Rider.

SL

Revenue Codes See Rate Code

RATE SCHEDULE SL  
STREET LIGHTINGAvailable In all territory served by the retail distribution system of JEA.Applicable To any Public Agency (State, County or Municipal governments) and to Owner's Associations for automatically-controlled lighting of public thoroughfares and to JEA's private residential customers who are owners of the property in question for automatically-controlled area lighting.Character of Service Dusk-to-dawn automatically-controlled lighting owned, operated and maintained by JEA, and governed by JEA's Management Directive for Street Lighting, MD909.Schedule of Rates

<u>Rate Code</u>	<u>Service Type</u>	<u>Wattage &amp; Type</u>	<u>Fixture Types</u>	<u>Monthly kWh</u>	<u>Monthly Non-Fuel Charge \$/Fixture*</u>
SLHPS1	Standard	70W HPS	CH, PT	29	\$6.36
SLHPS2	Standard	200W HPS	CH, FL	88	\$7.43
SLHPS3	Standard	250W HPS	CH	108	\$7.58
SLHPS4	Standard	400W HPS	CH, FL	169	\$8.42
SLMHS1	Standard	100W MH	DA	47	\$10.61
SLMHS2	Standard	150W MH	PT	67	\$7.57
SLMHS3	Standard	175W MH	PT	76	\$7.65
SLMHS4	Standard	320W MH	CH, FL	130	\$8.10
SLMHS5	Standard	320W MH	SB	131	\$18.06
SLMHS6	Standard	400W MH	CH, FL	164	\$8.42
SLMHE1	Historic Energy & O&M	150W MH	DA	67	\$1.92
SLMHE2	Historic Energy & O&M	175W MH	DA	76	\$2.01
SLMHE3	Energy & O&M	320W MH	CH, FL	130	\$2.51
SLMHE4	Energy & O&M	400W MH	CH, FL	164	\$2.82
SLLED1	Standard	40W LED	CH	15	\$6.32
SLLED2	Standard	40W LED	PT	16	\$7.07
SLLED3	Standard	115W LED	CH	41	\$7.20
SLLED4	Standard	162W LED	SB	59	\$17.92
SLLED5	Standard	275W LED	CH	99	\$8.90

\*Monthly Fixture charge is valid for bills of 30 days only. The charge will vary depending on the actual number of days billed.

HPS = High Pressure Sodium LED = Light Emitting Diode MH = Metal Halide

CH = Cobra Head DA = Decorative Acorn FL = Floodlight PT = Post Top SB = Shoebox

Energy Only (Rate Code ENERGY97) The monthly charge shall be computed as follows:

Total Wattage (including Ballast) x 360 Hours x \$0.03325  
(Continued to Sheet No. 13.1)

(Continued from Sheet No. 13.0)

Types of Service

The types of service are defined as follows:

- (a) **STANDARD SERVICE:** (Applicable Rate Codes SLHPS1-4, SLMHS1-6, SLLED1-5). In addition to Energy and O&M service, as described below, this service also includes an ownership cost for the initial installation of the fixture assembly including bracket, accessories, and labor. The applicable rates are for both overhead and underground fed lighting systems. Underground systems and fixture types not listed above require a contribution-in-aid-of construction to cover the differential cost between overhead versus underground systems and standard versus non-standard fixture types.
- (b) **HISTORIC (PED LIGHT) ENERGY & O&M SERVICE:** (Applicable Rate Codes SLMHE1-2). This service shall apply to those Historic Pedestrian Lights that are usually installed within predefined "whitelight areas" (see Rules & Regulations, Downtown Service Area Boundary Maps). JEA is responsible for maintenance of these lights which include replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. JEA is not responsible for the installation/removal/maintenance of the street banners and associated banner rod equipment. The capital cost is the responsibility of the City or the using Agency.
- (c) **ENERGY AND O&M SERVICE:** (Applicable Rate Codes SLMHE 3-4). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. The capital cost is the responsibility of the City or the using Agency. This service is not available for new installations after the effective date of this policy.
- (d) **ENERGY ONLY SERVICE:** (Applicable Rate Code ENERGY97). This service shall apply to those lights where special arrangements have been made with JEA and applies to those decorative standards which are supplied and installed by others in the Downtown area. Maintenance and replacement of the standard shall be on a contractual or cost plus basis.

(Continued to Sheet No. 13.2)

(Continued from Sheet No. 13.1)

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). The FFPC is applied to the Monthly kWh.

Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1). The Environmental Charge is applied to the Monthly kWh.

Terms and  
Conditions

The following Terms and Conditions apply to Lighting Service:

- (a) Monthly charges for all Rate Codes are based upon JEA having an existing source of electrical power to each lighting installation.
- (b) Monthly charges are based on an overhead service. An initial charge will be required for all underground installations, unless a facilities charge is applied.
- (c) Prior to installation of area lighting facilities, JEA's private residential customers who are owners of the property in question, shall execute a contract for lighting service with JEA. The initial term for such contracts shall be three (3) years. In the event the light is removed prior to the expiration of the first three (3) year contract, either at the customer's request or for non-payment of bill, a "Take-Down" fee shall be assessed the customer. All charges due under this contract shall be applicable to any account the customer may then or thereafter have with JEA.

(For Future Use)

(For Future Use)

(For Future Use)

(For Future Use)



(For Future Use)

(For Future Use)

RIDER MA  
MULTIPLE ACCOUNT LOAD FACTOR  
IMPROVEMENT RIDER

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<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To customers whose services are eligible for Rate Schedules GS, GSD, GSLD, and GSXLD, and whose combined kW demand meet the minimum requirements of Rate Schedule GSLD. This rider is not available to any pooling or other purchasing arrangement in which entities that would otherwise be individual customers totalize their electricity purchases through any other customer. Resale of energy purchased under this rider is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	For customers electing to totalize their accounts, the charge per month shall be the energy, demand, and excess reactive demand charges as listed under JEA's GSLD, or GSXLD Rate Schedule plus a \$1,000 per month basic monthly charge and a monthly \$85.00 per account site fee.
<u>Definition of Combination</u>	The combination of meters shall mean the combining of the separate consumption and registered kW demand for the customer with two or more service locations throughout JEA's service territory.
<u>Determination of Billing Demand</u>	The Billing Demand for the month shall be the combined maximum integrated 15-minute metered kW demand in the month.
<u>Terms and Conditions</u>	<p>(a) Service hereunder shall be subject to the Rules and Regulations of JEA.</p> <p>(b) JEA will install demand meters on accounts receiving service under JEA's General Service (GS) Rate Schedule who are totalized.</p> <p>(c) Time of Day billing is not available with Rider MA.</p> <p>(d) The customer may add a qualifying account at any time. However, if the customer deletes an account that is under the MA Rider, that account may not be restored to the MA Rider for a period of 12 months.</p> <p>(e) If the customer's aggregate load falls below 699 kW, the customer's participation in this Rider may be terminated.</p> <p>(f) Customer taking service under this rider will be subject to having their coincident peak demand adjusted if there is an indication of a power factor of less than 90% lagging based on metering. Any demand adjustments will be based on the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)</p>

**RIDER GSLDR-5  
GENERAL SERVICE LARGE DEMAND RIDER  
(CLOSED TO NEW CUSTOMERS)**

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<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any customers who have executed a General Service Large Demand Rider Electric Service Agreement with JEA before August 20, 2013 and whose accounts qualify for electric service under Rate Schedule GS, GST, GSD, GSDD, GSDDT, GSDDT, GSDDT or Multiple Account Load Factor Improvement Rider and whose accounts in aggregate demand are no less than 699 KW, or whose account(s) qualify for electric service under Rate Schedule GSD and whose account(s) have an average load factor equal to or greater than 65%. Resale of energy purchased under this rider is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	Customers executing a General Service Large Demand Rider Electric Service Agreement before August 20, 2013 shall receive up to a 5% discount on their electric bill(s). The discount will be applied to the electric charge. The discount will not apply to any credits, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees.
<u>Definition of Aggregated Load</u>	The sum of the highest billing demands for each account for the past 12 months.
<u>Definition of Average Load Factor</u>	Average load factor = $\frac{\text{12-month average consumption (kWh)}}{\text{12-month average demand (kW)} \times 730 \text{ (hrs/month)}}$
<u>Term of Service</u>	Service under this rider shall be for a minimum initial term of five (5) years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial two (2) years, will be required to give JEA a minimum of thirty-six (36) months notice prior to the transfer to JEA's standard rates or, if allowed by law, receipt of service from another electric service provider. Should the customer elect to terminate the General Service Large Demand Electric Service Agreement with JEA, giving less than thirty-six (36) months notice, then the customer shall pay an amount equal to the discounted monthly kW demand charge times the customer's average billing demand for the most recent 12 months for each of the remaining months of the contract term.
<u>Terms and Conditions</u>	<p>(a) Service hereunder shall be subject to the Rules and Regulations of JEA.</p> <p>(b) At the option of the customer this five percent (5%) discount may be used for funding certain electric and electric-related infrastructure at the customer's service location.</p> <p style="text-align: center;">(Continued to Sheet No. 16.11)</p>

(Continued from Sheet No. 16.10)

- (c) Election of JEA's General Service Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (d) Customer must maintain a minimum aggregate electric demand of 699 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, the customer may be billed according to their normal non-discounted rate classification.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum initial length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Large Demand Rider Electric Service Agreement.

RIDER GSXLD  
GENERAL SERVICE EXTRA LARGE DEMAND

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<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To any customers who have executed a ten (10) year General Service Extra Large Demand Electric Service Agreement with JEA and whose existing account is no less than 25,000 kW demand or whose existing multiple accounts in aggregate are no less than 25,000 kW demand. Resale of energy purchased under this rider/rate schedule is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Rate Per Month</u>	For customers executing an General Service Extra Large Demand Electric Service Agreement the charges per month listed below will apply to the customer's respective accounts unless the customer elects to totalize. Combined accounts under contract will be subject to the rates listed under the heading "Rates per Month for Combined Accounts".

Rates for Contracted Accounts under Rate Schedules GS, GSD and GSLD:

	<u>GSXLD-GS</u>	<u>GSXLD-GSD</u>	<u>GSXLD-GSLD</u>
Basic Monthly Charge	\$9.25	\$85.00	\$335.00
Demand Charge per kW	Not Applicable	\$6.98	\$10.06
Energy Charge per kWh	4.813 cent	2.356 cent	1.622 cent
Fuel Charge	See Sheet No. 5.0	See Sheet No. 5.0	See Sheet No.5.0
Energy Only Charge per kWh	Not Applicable	6.341 cent	Not Applicable
Excess kVar Charge per Excess kVar	Not Applicable	Not Applicable	Per Sheet 5.1
Environmental charge	See Sheet No. 5.1	See Sheet No. 5.1	See Sheet No.5.1

(Continued to Sheet No. 16.21)

(Continued from Sheet No.16.20)

Rate per Month for Combined Accounts:

Basic Monthly Charge: \$ 1,000.00 per month

Demand Charge: \$10.06 per kW

Energy Charge : 1.622 cent per kWh plus the applicable Fuel Charge

Excess Reactive  
Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Site Fee: \$85.00 per site

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1)Minimum Bill Will be the applicable Basic Monthly Charge as listed above, plus any special service charges as defined in the agreement.Multiple Account Option Customers with two (2) or more existing accounts with an Aggregate Load totaling 25,000 kW or more are eligible for service under this rate schedule. The accounts will be combined according to the terms and conditions of JEA's Multiple Account Load Factor Improvement Rider.Definition of Aggregated Load The sum of the highest billing demands for each account for the past 12 months.

(Continued to Sheet No.16.22)

(Continued from Sheet No. 16.21)

Determination of  
Billing Demand

The Billing Demand for the month shall be either the totalized or the non-totalized maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Determination of  
Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service  
Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission  
Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of  
Service

Service under this rider shall be for a minimum initial term of 10 years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial five (5) years will be required to give JEA a minimum of sixty (60) months notice prior to the transfer to JEA's standard rates, or if allowed by law, receive service from another provider of electricity. Should the customer elect to terminate the General Service Extra Large Demand Electric Service Agreement with JEA with less than the required five (5) years notice, then the customer shall pay an amount equal to the monthly kW demand charge times the customer's average billing demand for the most recent 12 months for the remainder of the contract term.

(Continued to Sheet No. 16.23)



(Continued from Sheet No. 16.22)

Terms and  
Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The customer may not purchase electricity from another entity during the period the accounts are under contract.
- (c) The customer must maintain a minimum aggregate load of 25,000 kW in a 12 month period to remain eligible for this rate.
- (d) Election of JEA's General Service Extra Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (e) Customer must maintain a minimum aggregate electric demand of 25,000 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, JEA will require the customer to select one of the following options:
  - 1) Terminate service under this Rider and pay termination fees applicable to cancellation with less than 36 month notice; or
  - 2) Revert to the conditions of the General Service Large Demand Rider.
- (f) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Extra Large Demand Rider Electric Service Agreement.

RIDER LDI  
 LOAD DENSITY IMPROVEMENT RIDER  
 (CLOSED TO NEW CUSTOMERS)

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Available To new and existing customers receiving service in Planning Districts 3 East, 4 West, 5 West, 6 and 7 served by JEA.

Applicable To new or existing customers who have executed a ten (10) year Load Density Improvement Electric Service Agreement with JEA and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLD, and GSLDT. Application to commence service under this Rider after October 1, 2002, will not be accepted. Resale of energy purchased under this rider is not permitted.

Character of Service JEA’s standard voltage levels.

Rate Per Month Customers executing a Load Density Improvement Electric Service Agreement shall receive an adjustment based on the percentages listed below. For new customers, the discount will be applied to the electric charge including the energy and demand charges, the primary service discount, transmission discount and the excess KVAR charge. The adjustment will not apply to penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing customers, the adjustment will only be applied to the bill components above the base load as defined in “Definition of Base Load.”

Months 1- 12	25 Percent
Months 13- 24	15 Percent
After Month 24	5 Percent

Term of Service Service under this rider shall be for a minimum initial term of seven (7) years from the commencement of service. Customers desiring to terminate service under this rider, after the initial term, will be required to give JEA a minimum of thirty-six (36) months notice. Should the customer elect to terminate the Load Density Improvement Rider Agreement with JEA with less than the required thirty-six (36) month notice, the customer shall pay an amount equal to the monthly kW demand charge times the customer’s average billing demand for the most recent 12 months for the remainder of the contract term.

(Continued to Sheet No.16.31)

(Continued from Sheet No. 16.30)

Definition of  
New and  
Existing Customer

A customer will be considered a new customer provided its meter is set or service is put in its name after May 21, 1996. A name change or other superficial change at an existing location, whereby the ownership and control over the premises are not changed, will not be considered as a new customer. An applicant shall also be considered a new customer if the applicant can demonstrate that an existing facility has not been in operation for at least twelve months. All customers who are not new customers will be considered existing customers. Existing customers will be eligible for this rider when the customer materially increases its use on or after May 22, 1996.

Definition of  
Incremental Load

The portion of the customer's load which has materially increased as a result of expansion. A material increase can be the result of: (1) An increase in electrical usage of at least twenty-five percent (25%), (2) Adding a minimum of 500kW to the existing load, (3) Adding twenty-five full time jobs.

Definition of  
Base Load

JEA will establish a twelve month base usage period for each qualifying customer. Such base usage will reflect, by month, the billed kW and KVAR demand and kWh consumption for the 12 month period immediately preceding the customer's application for service.

Terms and  
Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The existing customer shall notify JEA in writing of a material increase in electric service. If for the next three consecutive months or any three consecutive months in the twelve months preceding the application, each month's usage exceeds the usage in the preceding year by at least twenty-five percent (25%), or if a minimum load of 500 kW is added, then the customer will be eligible to receive service under this Rider following approval of the application. The existing customer may also be eligible for service under this rider if twenty-five permanent jobs are added. Each full time employee, as reported on Department of Labor quarterly form ES202 filed with the Florida Department of Labor, will constitute one job.
- (c) Service under this rider shall not be available where the service is furnished solely or predominately for telephone booths, telecommunication local distribution facilities, cable television or similar structures or locations, for multi-tenanted residential buildings, or service defined as "Temporary", for residential-type premises where the account is in the name of a non-residential entity, such as apartments for renting purposes and for corporations.

(Continued to Sheet No. 16.32)

(Continued from Sheet No. 16.31)

- (d) Election of JEA's Load Density Improvement Rider will preclude the election of any other JEA Rider for new load. The Base Load of existing customers will be allowed to be served under Rider GSLDR-5, if eligible.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Load Density Improvement Electric Service Agreement.
- (f) A customer who has multiple accounts with JEA and qualifies for a discount under this rider may aggregate any other General Service accounts which qualify, as to location, under this LDI rider.

IS  
Revenue Codes  
INT513A,3B,5A,5BRIDER IS  
INTERRUPTIBLE SERVICE

<u>Available</u>	In all territory served by JEA .
<u>Applicable</u>	To customers eligible for Rate Schedules SS or GSLD, whose accounts have an average load factor equal to or exceeding 35%, and who have executed an Interruptible Service Agreement with JEA. JEA reserves the right to limit the total load served under this rider. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rider is not permitted.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Limitation of Service</u>	Interruptible service under this rider is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency Interchange service to another utility for its firm load obligations only, or (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.
<u>Rate Per Month</u>	The charge per month shall consist of the total of the basic monthly, demand and energy charge as follows:  Basic Monthly Charge:  \$ 770.00 per month

(Continued to Sheet No. 16.41)

(Continued from Sheet No. 16.40)

The customer may elect either of the following two price options:

**Option A - Single Price with Peaking Price Rolled- In:**

Demand Charge: \$6.58 per kW for all kW of Billing Demand.

Energy Charge: 2.222 cent per kWh plus applicable Fuel and Environmental Charges

**Option B - Peak Price Separately Listed:**

Demand Charge: \$6.58 per kW for all kW of Billing Demand.

Energy Charge: 1.603 cent per kWh plus applicable Fuel and Environmental Charges

Peaking Price: 18.917 cent per kWh plus applicable Fuel Charge

Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the “peaking price” will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received.

Excess Reactive Demand Charge:

As stated in the Reactive Demand (KVAR) policy (Sheet 5.1).

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill

\$770.00 Basic Monthly Charge, plus any special service charges as defined in the agreement.

Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Definition of Average Load FactorAverage load factor = 
$$\frac{12\text{-month average consumption (kWh)}}{12\text{-month average demand (kW)} \times 730 \text{ (hrs/month)}}$$
Definition of Interruptible Service

Interruptible Service is electric service that can be interrupted either automatically or manually at the discretion of JEA.

Definition of Peaking Price

JEA will activate the Peaking Price when JEA’s marginal price meets or exceeds JEA’s Combustion Turbine Price as listed in JEA’s monthly Schedule A interchange report.

(Continued to Sheet No. 16.42)

(Continued from Sheet No. 16.41)

<u>Determination of Excess Reactive Demand</u>	As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)
<u>Primary Service Discounts</u>	A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.
<u>Transmission Service Discount</u>	A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.
<u>Term of Service</u>	<p>Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (GSLDR-5).</p> <p>If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charge as calculated by the Interruptible Tariff. After completion of two (2) years under the provisions of this option, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination. Customers who have executed an Interruptible Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option when it is effective. If the Customer elects this option, the five (5) year term of this Agreement commences upon execution of the revised Agreement.</p>

(Continued to Sheet No. 16.43)

(Continued from Sheet No.16.42)

Buy-Through  
Provision

Customers served under this schedule may elect to have JEA minimize interruptions as described in "limitation of service" by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted. JEA will sell this power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA's cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.

Terms and  
Conditions

- (a) Service will be made available under this rate schedule upon the execution of an Interruptible Service Agreement accompanied by payment of deposit or bond if required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the rights to modify terms and conditions of service under this rate schedule at any time and may terminate this schedule upon six (6) months written notice after having held a public hearing.
- (d) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (e) JEA reserves the right to interrupt electric service once each calendar year, upon 30 days advance notice or at a mutually agreed upon date and time, in order to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions.
- (f) A customer electing the commencement of service under this tariff will be able to cancel interruptible service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA's standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in "Term of Service"

(Continued to Sheet No. 16.44)



(Continued from Sheet No.16.43)

- (g) Rider IS is applicable to Rate SS (co-generation) customers for billing rate and service term only. The Measured demand or the Contract demand of the SS contract (whichever is greater) will be billed at the IS tariff rate. Optional Time of Day billing is not allowed with Rider IS.
- (h) Election of JEA's Interruptible Service Rider will preclude the election of any other JEA Rider.
- (i) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum total length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Interruptible Service Agreement.

## INCREMENTAL ECONOMIC DEVELOPMENT PROGRAM (IEDP)

<u>Period</u>	The Incremental Economic Development Program will begin October 1, 2011 and end September 30, 2021.
<u>Scope</u>	Specific incremental electric charges associated with the incremental load above a predetermined baseline. The discount shall be applied to incremental kW demand charges net of service level discount, kWh consumption charges net of service level discount, environmental charges and fuel charges. No discount will be apply to excess kVar charges, peaking energy or peaking fuel charges, penalties, service charges, Gross Receipts taxes or other applicable taxes or fees.
<u>Determination of Baseline Load</u>	<p><b>First 5 Program Years (JEA FY2012 – FY2016):</b> For existing customers, the baseline will be the lesser of FY2008 through FY2010 total kWh consumption and the peak billed kW demand in the corresponding fiscal year</p> <p>For new customers or new facilities qualifying during FY2011 – FY2015, the baseline will be zero (0) kW demand. There will be no baseline established for kWh consumption. Discounts will not apply to kWh energy, environmental or fuel charges.</p> <p><b>Second 5 Program Years (JEA FY2017 – FY2021):</b> Existing customers, the baseline will be the greater of FY2008 through FY2016 total kWh consumption and the peak billed kW demand in the corresponding fiscal year. During the second five years, all customers will be considered existing customers.</p>

(Continued to Sheet 16.45)

(Continued from Sheet 16.44)

To calculate baseline total kWh consumption, JEA will use twelve consecutive monthly bills from October through September. Only in the event that eleven or thirteen bills were generated in the baseline year or where a billing correction has occurred will a baseline be calculated using a methodology that prorates daily energy consumption. Any meter or billing anomalies, including zero (0) kW demand and/or zero (0) kWh consumption within the fiscal year will be excluded from the baseline calculation.

Discount Schedule Discounts will be applied on a monthly basis using the percentages listed in the table below.

**Discounts on Monthly kW and kWh  
 Average Monthly Baseline**

<u>JEA Fiscal Year</u>	<u>Base Charges</u>	<u>Fuel Charges</u>	<u>Baseline</u>
2012	100 %	10 %	lesser of
2013	100 %	10 %	<b>FY2008</b>
2014	75 %	7.5 %	through
2015	50 %	5 %	<b>FY2010</b>
2016	25 %	2.5 %	
2017	100 %	0 %	greater of
2018	100 %	0 %	<b>FY2008</b>
2019	75 %	0 %	through
2020	50 %	0 %	<b>FY2016</b>
2021	25 %	0 %	
2022	0 %	0 %	

Definition of  
Base Charges Demand, Energy, and Environmental Charges

Definition of  
Fuel Charges Variable Fuel, Fuel Recovery, Fuel Stabilization Charges

Definition of  
Incremental Load The portion of the customer’s kW demand and kWh consumption which exceeds the established baseline.

(Continued on Sheet 16.46)

(Continued from Sheet 16.45)

Terms and  
Conditions  
for IEDP

- (a) JEA reserves the right to limit any one customer's incremental increase in kW demand or kWh consumption.
- (b) Existing General Service Large Demand (GSLD) customers who qualify for available interruptible service must execute an Interruptible Service Agreement by December 31, 2011. Customers must execute an Interruptible Service Agreement to participate in the IEDP. No retroactive discounts
- (c) New customers will only be considered when their facility meets the minimum qualifications for the Interruptible Service Rider. Customers must sign an Interruptible Service Agreement either within 12 months after qualifying for available interruptible service or by September 30, 2015, whichever occurs first. No retroactive discounts will apply.
- (d) Baseline and lower kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider.
- (e) Incremental kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider less the incremental service level discount then the IEDP percentage as listed in the table above will be applied to the result.
- (f) For each customer with multiple service points baselines will be established for each metered service point separately.
- (g) JEA reserves the right to cancel the Incremental Economic Development Program in the event that it is determined that the Program could have an adverse impact to JEA's bond credit rating, JEA's electric reliability, or any other significant factor as determined solely by JEA
- (h) Should another government body or agency, or regulatory body or task force promulgate, legislate or institute objectives or rules that provide for discounts on energy services, JEA reserves the right to remove this Incremental Economic Development Program from its Electric Tariff Documentation, pending Board approval, and then implement the other entity's program.

CS  
Revenue Codes  
CURT543A,3B,5A,5BRIDER CS  
CURTAILABLE SERVICE

---

<u>Available</u>	In all territory served by JEA.
<u>Applicable</u>	To customers eligible for Rate Schedules SS or GSLD who have executed a Curtailable Service Agreement with JEA. The customer agrees during a period of requested curtailment to curtail a minimum load of 200 kW. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rider is not permitted. JEA reserves the right to limit the total load served under this rider.
<u>Character of Service</u>	JEA's standard voltage levels.
<u>Limitation of Service</u>	Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency interchange service to another utility for its firm load obligations only, and (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.
<u>Rate Per Month</u>	<p>The following charges are applicable to the curtailable portion of the customer's load only. The kW demand and kWh consumption not exceeding the Contracted Non-Curtailable demand shall be billed according to the terms and conditions of JEA's standard General Service Large Demand Rate Schedule.</p> <p>Basic Monthly Charge:</p> <p>\$ 735.00 per month</p>

(Continued to Sheet No. 16.51)

(Continued from Sheet No. 16.50)

The customer may elect either of the following two price options:

**Option A - Single Price with Peaking Price Rolled- In:**

Demand Charge: \$9.27 per kW for all kW of Billing Demand.

Energy Charge: 2.148 cent per kWh plus applicable Fuel and Environmental Charges

**Option B - Peaking Price Separately Listed:**

Demand Charge: \$9.27 per kW for all kW of Billing Demand.

Energy Charge: 1.556 cent per kWh plus applicable Fuel and Environmental Charges

Peaking Price: 18.101 cent per kWh plus applicable Fuel Charge

Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the "peaking price" will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received.

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill

\$735.00 Basic Monthly Charge, plus any special charges as defined in the agreement.

Definition of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Definition of Curtailable Service

Curtailable Service is the electric service that can be reduced or interrupted upon request of JEA but solely at the discretion of the customer.

Definition of Contracted Non-Curtailable Demand

The Contracted Non-Curtailable Demand for the month shall be the maximum integrated 15-minute metered kW demand that the Customer shall have requested and JEA shall have agreed to supply.

(Continued to Sheet No. 16.52)

(Continued from Sheet No.16.51)

Definition of  
Peaking Price

JEA will activate the Peaking Price when JEA's marginal price meets or exceeds JEA's Combustion Turbine Price as listed in the monthly Schedule A interchange report.

Determination of  
Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service  
Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of  
Service

Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (GSLDR-5).

If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charges calculated by the Curtailable Tariff. After completion of two (2) years under the provisions of this Agreement, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination.

(Continued to Sheet No. 16.53)

(Continued from Sheet No. 16.52)

Term of  
Service (cont'd)

Customers who have executed a Curtailable Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option. If the Customer elects this option, the five (5) year extended term begins upon execution of the revised Agreement.

Terms and  
Conditions

- (a) Service will be made available under this rider upon execution of a Curtailable Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the right to modify terms and conditions of service under this rate schedule at any time. JEA may terminate this rider upon 6 months written notice after having held a public hearing.
- (d) If the customer increases the electrical load, which requires JEA to increase facilities installed for the specific use of the customer, an additional term of service may be required under this rate at the discretion of JEA.
- (e) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (f) If the maximum 15 minute kW demand established during any period of requested curtailment exceeds the customer's non-curtailable demand, then penalty charges will be assessed. The amount above the non-curtailable demand will be rebilled based on the difference in charges between JEA's GSLD rate and the CS rate for:
- 1) the prior 12 months or
  - 2) the number of months since the prior curtailment period, or
  - 3) the period of time on the CS rate, whichever is less.
- The dollar amount will be weighted by the ratio of the difference between the customer's non-curtailable demand and the maximum demand during the curtailment to the average peak during the appropriate period as specified above. A penalty charge of \$15.00 per kW for the current month will also be assessed. JEA's credit and collection policy will be applied for any adjustment made to the bill.
- (g) Rider CS is applicable to Rate SS (co-generation) customers for billing rate and term of service only. The Measured demand or the Contract demand of the SS contract (whichever is greater) in excess of the contract demand of the CS contract will be billed at the CS demand rate. Optional Time of Day billing is not allowed for the Rider CS.

(Continued to Sheet No. 16.54)

(Continued from Sheet No. 16.53)

- (h) Election of JEA's Curtailable Service Rider will preclude the election of any other JEA Rider for the Curtailable load. If, however, the firm load portion exceeds 699 kW, then the Customer may elect to execute a General Service Large Demand Rider (GSLDR-5) on the firm load. If the Customer elects to execute the GSLDR-5 agreement for its firm load, then the term of the Curtailable Service Agreement is extended to five (5) years to allow the Curtailable Service Agreement and the GSLDR-5 contract to run concurrently. Electric charges for the non-firm load, as calculated by the Curtailable Tariff, will be discounted 2.5% for the full term of the Agreement.
- (i) A customer electing the commencement of service under this tariff will be able to cancel curtailable service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA's standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in "Term of Service".
- (j) JEA and the customer may agree for JEA to provide additional services including related water, sewer and energy services, vary the term of service, with a maximum length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Curtailable Service Agreement.

Buy-Through  
Provision

Customers served under this schedule may elect to have JEA minimize interruptions as described in "limitation of service" by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted. JEA will then sell this purchased power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA's cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.



RIDER EDP  
 ECONOMIC DEVELOPMENT PROGRAM RIDER

(Experimental)

Available To new and existing customers receiving service in all territory served by JEA. Application for service under this Rider will not be accepted after September 30, 2018.

Applicable To new or existing Customers who have executed an Economic Development Program Electric Service Agreement with JEA on or after October 1, 2013 and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLD, GSLDT, or GSLDHLF. New or incremental existing metered demand under this rider must be a minimum of 300 kW at a single site of delivery and the Customer must employ an additional work force of at least 15 full-time employees in JEA’s service territory. This rider applies to new or incremental metered demand and additional employees on or after October 1, 2013. JEA reserves the right to accept or not accept any application for the Economic Development Program Rider.

Character of Service JEA’s standard voltage levels.

Rate Per Month Customers executing an Economic Development Program Electric Service Agreement on or after October 1, 2013 shall receive a discount for new or incremental metered demand based on the percentages listed below. The discounts below will be applied to the electric charges including demand, energy, and environmental charges. The adjustment will not apply to other charges, including basic monthly charges, fuel charge, excess KVAR charge, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing Customers, the adjustment will only be applied to the charges above the base metered demand and energy as defined in “Definition of Baseline.”

Year	Discount	Discount in Load Density Improvement Areas
Year 1*	30%	35%
Year 2	25%	30%
Year 3	20%	25%
Year 4	15%	20%
Year 5	10%	15%
Year 6	5%	10%
Year 7	0%	0%

\*Year 1 can be extended as outlined in General Provisions (g) below

(Continued to Sheet No. 17.1)

(Continued from Sheet No. 17.0)

Definition of  
Incremental  
Metered Demand

The portion of the customer's metered demand which has increased by a minimum of 300 kW as a result of expansion or new construction.

Definition of  
Baseline

JEA will establish a baseline usage for each qualifying existing customer.

Such base usage will reflect the billed peak kW and highest kWh consumption for the 12 month period immediately preceding the Customer's application for service.

General  
Provisions

- a) Customers must submit to JEA an application for service under this Rider. JEA must approve such application before the Customer may execute a Service Agreement and start service hereunder.
- b) The application must include the estimated amount of increased metered demand, nature of the increase and estimated timing of when the new metered demand will start. The application must also specify the total number of full time employees employed in JEA's service territory by the Customer at the time of the application for this Rider.
- c) The Customer must notify JEA in writing when either the planned increase in metered demand has been met or, at the option of the Customer, when the minimum 300 kW increase has been met. JEA may monitor the Customers metered demand for up to the next three months following the receipt of the Customer notification to confirm the baseline usage is exceeded by at least 300 kW.
- d) Additionally, the Customer must provide evidence annually that the number of full time employees in JEA's service territory reported at the time of application has increased by at least 15 and continues at such level.
- e) When both the new metered demand and the additional employee requirements have been met, the Customer must execute an Economic Development Program Rider Service Agreement.
- f) Year 1 discount will apply to the next twelve full billing cycles following execution of the Economic Development Program Rider Service Agreement.
- g) Customers adding more than 5,000 kW of new metered demand may elect to extend Year 1 discount for an additional 24 months to accommodate site construction.
- h) Customer adding service in areas designated for Load Density Improvement (as may be changed from time to time) will receive the discounts according to the schedule shown above.

(Continued to Sheet No. 17.2)

(Continued from Sheet No. 17.1)

Term of  
Service

- a) Service under this rider shall be for at least six (6) years but not more than eight (8) years for projects greater than 5,000 kW, from the commencement of service and will terminate at the end of the final year.
- b) JEA may terminate service under this Rider if the Customer fails to maintain the full-time employees and/or the Customer fails to take the required amount of metered demand specified in the Economic Development Program Rider Service Agreement. If JEA elects to terminate the Economic Development Program Rider Service Agreement for noncompliance with Rider EDP, the Customer is no longer entitled to discounts provided by Rider EDP.
- c) Customers desiring to terminate service under this rider will be required to give JEA thirty (30) days written notice. If the Customer elects to terminate the Economic Development Program Rider Service Agreement the Customer is no longer entitled to discounts provided by Rider EDP.

Terms and  
Conditions

- a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- b) Service under this Rider shall not be available where the service is provided solely or predominately for:
  - 1) Multi-tenant residential or commercial properties
  - 2) Any service deemed "Temporary"
- c) A name change or other superficial change at an existing location, where the ownership and/or control over the premise is not changed, will not be considered as a new Customer.
- d) If a change of ownership of the same business occurs after the Customer has initiated an Economic Development Program Rider Service Agreement, the successor Customer may be allowed to continue the balance of the agreement provided there are no reductions in employment or metered demand.
- e) This Rider is not available for load shifted between service delivery points within JEA's service territory.
- f) This Rider is not available for renewal or extension beyond the date listed in the Economic Development Program Rider Service Agreement.
- g) Election of this Rider will preclude the election of any other JEA Rider for new metered demand.
- h) Customer must maintain their JEA account in a current status. JEA retains the right to terminate this Rider at any time if Customer is classified as a "High Risk Customer" as defined in JEA Procedure MBC 302 Credit & Collections

OS

Revenue Codes TRAF98-TRAF99

RATE SCHEDULE OSUNMETERED MISCELLANEOUS SERVICE FOR TRAFFIC SIGNALIZATION  
AND OTHER USES

<u>Available</u>	In all territory served by JEA
<u>Applicable</u>	To any customer whose service is not provided by any other rate schedule, for his entire electric requirements at a single location. Consumption hereunder will be calculated based upon electric rating of component(s). Resale of energy purchased under this rate schedule is not permitted. Rate Code TRAF98 hereunder shall be applicable to unmetered traffic signalization installations.
<u>Character of Service</u>	Single-phase 60 Hertz, at 120/208 volts: other voltages as required and if available.
<u>Rate Per Month</u>	Rate Code TRAF98 - \$1.40 Facilities Charge per installation, plus 2.988 cent per calculated KWH  Rate Code TRAF99 - \$5.75 Facilities Charge per installation, plus 2.988 cent per calculated KWH  To both codes shall be added the applicable Fuel and Environmental Charges and any other adjustment.
<u>Fuel Charge</u>	As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).
<u>Environmental Charge</u>	As stated in the Environmental Charge (Sheet No. 5.1)
<u>Minimum Bill</u>	The Facilities Charge plus applicable energy charge including adjustments.
<u>Terms and Conditions</u>	(a) All procurement, erection, operation and maintenance expenses for installations served under this rate schedule shall be the responsibility of the owner thereof.

(Continued to Sheet No. 18.1)

(Continued from Sheet No. 18.0)

- (b) Service will be available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by the JEA.
- (c) Customers will be placed on this rate schedule initially on the basis of calculated load. Thereafter, should the character of service be materially changed, such customer will be reclassified to the then applicable rate schedule and billed thereon commencing with such billing month.
- (d) Service hereunder shall be subject to the Rules and Regulations of JEA.

DISCLAIMER

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

(For Future Use)

(For Future Use)



(For Future Use)

(For Future Use)

ELECTRICAL POWER  
CONTRACTS AND AGREEMENTS

INDEX

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<u>PARTY</u>	<u>EXPIRATION DATE</u>
1. AES Cedar Bay - Cogeneration & Wheeling	December 31, 2024
2. Florida Public Utilities Co. - 10 Year Supply Contract**	December 31, 2017
3. Anheuser-Busch, Inc. 69kV Alternate source	May 6, 1991*
4. Anheuser-Busch, Inc. - Cogeneration	August 4, 1987*
5. AT&T - Pole Attachments	December 1, 2013*
6. Baptist Medical Center - Cogeneration	April 19, 1986*
7. City of Jacksonville Beach, FL-Backup electric service	June 1, 1988*
8. Ring Power Corporation - Landfill Cogeneration	July 7, 1989*

\*Contracts with self-renewing clauses

\*\*Excludes Transmission and Ancillary Services

**RENEWABLE ENERGY  
STANDARD OFFER CONTRACT**

**Dated as of \_\_\_\_\_**

**Between**

**JEA**

**(Buyer)**

**and**

**Renewable Energy Qualified Facility**

**(REQF)**

(Continued on Sheet No. 32.1)

(Continued from Sheet No. 32.0)

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(Continued from Sheet No. 32.4)

### **RENEWABLE ENERGY STANDARD OFFER CONTRACT**

THIS RENEWABLE ENERGY STANDARD OFFER CONTRACT (including all Appendices) hereinafter referred to as the "Contract", dated as of \_\_\_\_\_ ("Effective Date") is entered into between JEA, a body politic and corporate ("Buyer"), and \_\_\_\_\_ ("REQF"). Buyer and REQF are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

#### **W I T N E S S E T H:**

WHEREAS, the REQF desires to sell and Buyer desires to purchase electricity to be generated by the REQF consistent with Section 366.91, Florida Statutes, and

WHEREAS, the REQF has signed an interconnection agreement with the Buyer, or represents or warrants that it has entered into a valid and enforceable interconnection/transmission service ("Wheeling") agreement with the utility in whose service territory the Facility as defined below is to be located, pursuant to which the REQF assumes contractual responsibility to make any and all Wheeling-related arrangements (including control area services) between the REQF and the Wheeling utility, and all intermediate control areas and transmission owners, for delivery of the Facility's firm capacity and energy to Buyer; and

WHEREAS, the JEA Board has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Qualifying Facility; and

WHEREAS, the REQF guarantees that the Facility is capable of delivering firm capacity and energy to BUYER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, REQF will develop, construct, own and operate a renewable energy qualified facility located at \_\_\_\_\_ (the "Facility") with a maximum capacity of \_\_\_\_\_ KW; and

NOW, THEREFORE, in consideration of the mutual covenants and Contracts herein set forth, the Parties hereto agree as follows:

(Continued on Sheet No. 32.6)

(Continued from Sheet No. 32.5)

## 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Contract, the terms set forth below in this Section 1 shall have the respective meanings so set forth.

**“Affected Party”** has the meaning set forth in Section 19.1.

**“Affiliate”** means, when used with respect to any Person, any Person controlling, controlled by or under common control with such Person. For the purposes of this definition, the term "controlling" (and, with correlative meanings, the terms "controlled by" and "under common control with") shall mean (a) the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or agency or otherwise or (b) the power to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled Person .

**“Ancillary Services”** means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Interconnected Utility System in accordance with Good Utility Practice.

**“Bankruptcy”** means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief.

**“Bankruptcy Event”** means with respect to a Party, an assignment by such Party for the benefit of creditors or the filing of a case in Bankruptcy or any proceeding under any other insolvency law under which such Party is debtor in bankruptcy.

**“Business Day”** means any day except a Saturday, Sunday, a Federal Reserve Bank holiday or NERC Holidays. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

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**“Buyer Event of Default”** has the meaning specified in Section 16.3.

**“CCDD”** means Contracted Capacity Delivery Date as defined in Section 6.5.1.

**“Capacity Factor”** means the total energy produced by the Facility during the period hours divided by the amount of energy the Facility would have produced if it had operated at maximum continuous rating during the Period Hours.

**“Change in Law”** means, after the Effective Date, the enactment, adoption, promulgation, modification or repeal or a material modification or change in the administrative or judicial application by any Governmental Agency of any applicable Requirement of Law.

**“Confidential Information”** has the meaning specified in Section 16.

**“Contract Price”** means the applicable price for Electric Energy stated in Section 10.

**“Contract Year”** means for each contract year, the period commencing on the CCDD (or anniversary thereof), and ending 365 days, 366 days in leap years, later through the expiration of the Term.

**“Default Rate”** means the one-month "LIBOR" as published from time to time in the "Money Rates" section of *The Wall Street Journal*, plus 4.5% (450 basis points) per annum.

**“Dynamic Schedule”** means a telemetered reading or value that is updated in real time and is used as a schedule in the Automatic Generation Control (AGC)/Area Control Error (ACE) equation and the integrated value of which is treated as a schedule for interchange accounting purposes.

**“Dynamic Transfer”** refers to methods by which the control response to loads or generation is assigned, on a real time basis, from the control area that is electrically connected to the control area that is not electrically connected. Dynamic Schedules and Pseudo Tie are two types of dynamic transfers.

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**“Effective Date”** means the date of this Contract.

**“Electric Energy”** means electric energy output from the Facility delivered to Buyer at the Point of Delivery by REQF from and after the CCDD in accordance with the terms of this Contract.

**“Emergency Condition”** means an emergency condition or situation which (i) in the sole judgment of the REQF, Interconnected Utility, or Buyer presents an imminent physical threat of danger to life, or significant threat to health or property or (ii) in the sole judgment of the Interconnected Utility could cause a significant disruption on or significant damage to the Interconnected Utility's System (or any material portion thereof) or the transmission system of a third party (or any material portion thereof).

**“Energy Rate”** has the meaning set forth in Section 10.1.

**“Environmental Attributes”** means any and all credits, benefits, emission reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water, which are deemed of value by Buyer. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or other recognized environmental agency to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include Production Tax Credits or certain other financial incentives existing now or in the future associated with the construction or operation of the Facility.

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(Continued from Sheet No. 32.8)

**“Environmental Impact”** means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Legal Requirement or occupational safety and health law, including those consisting of or relating to:

- (a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);
- (b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Legal Requirement or occupational safety and health law;
- (c) financial responsibility under any Legal Requirement or occupational safety and health law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions (“Cleanup”) required by any Legal Requirement or occupational safety and health law (whether or not such Cleanup has been required or requested by any Governmental Agency) and for any natural resource damages; or
- (d) any other compliance, corrective or remedial required under any Legal Requirement or occupational safety and health law.

**“Extension Term”** has the meaning set forth in Section 3.1.

**“Facility”** means the [insert description of Facility]

**“FERC”** means the Federal Energy Regulatory Commission or its successor.

**“Force Majeure Event”** has the meaning set forth in Section 19.1.

**“Force Majeure Period”** means any period during which a Force Majeure Event affecting REQF occurs that precludes wholly or in part the capability of the Facility to deliver Electric Energy as required hereunder.

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**“Forced Outage”** means an unplanned outage that requires either immediate removal of a unit from service, removal within six (6) hours or removal from service before the end of the next weekend as also defined by NERC.

**“FRCC”** means Florida Reliability Coordinating Council.

**“Generation Interconnection Contract”** means the generation interconnection Contract to be entered into separately between REQF and Buyer providing the construction and operation of the Interconnection Facilities at the Point Delivery.

**“Good Utility Practice(s)”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**“Government Agency”** means any federal, state, local, territorial or municipal government, governmental department, commission, board, bureau, agency, instrumentality, judicial or administrative body (or any agency, instrumentality or political subdivision thereof), or any official of any such government agency, having jurisdiction over the Buyer, REQF, the Facility, or the Interconnected Utility.

**“Governmental Approval”** means any authorization, consent, ratification, waiver, registration, approval, license, ruling, permit, exemption, filing, variance, order, judgment, decree, publication, notice to, declarations of or with or regulation by or with, or issued, granted, or given by any Government Agency relating to the acquisition, ownership, occupation, construction, Commissioning, operation or maintenance of the Facility or to the execution, delivery or performance of this Contract..

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(Continued from Sheet No. 32.10)

**“Governing Documents”** means with respect to any particular entity: (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the person; (f) as to any or all of the foregoing, as applicable, all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any person or relating to the rights, duties and obligations of the equity holders of any person; and (g) any amendment or supplement to any of the foregoing.

**“Green Tags”** means (a) the Environmental Attributes associated with the energy generated from the Facility, together with (b) the Green Tag Reporting Rights associated with such energy and Environmental Attributes. One Green Tag represents the Environmental Attributes made available by the generation of 1 MWH from the facility.

**“Hazardous Material”** means any substance, material or waste which is or will foreseeably be regulated by any Governmental Agency, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste” or “toxic substance” under any provision of any Legal Requirement, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea, formaldehyde and polychlorinated biphenyls.

**“ISO” or “Independent System Operator”** means any Person that becomes responsible as system operator for the Interconnected Utility System.

**“Initial Term”** has the meaning set forth in Section 3.1.

**“Interconnection Facilities”** means the interconnection facilities that will connect the Facility with the Interconnected Utility System, as more fully described in the Generation Interconnection Contract.

(Continued on Sheet No. 32.12)

(Continued from Sheet No. 32.11)

**“Interconnected Utility”** means Buyer or its successors and assigns; such assigns may include an ISO or any other entity operating a control area that includes the Interconnected Utility System.

**“Interconnected Utility System”** means the electric transmission and distribution system owned by Buyer, or their successors and assigns; such assigns may include assignment of operations to an ISO which shall then mean that Interconnected Utility System operated by such ISO.

**“kW”** means kilowatt.

**“kWh”** means kilowatt-hour.

**“Knowledge”** means that an individual will be deemed to have Knowledge of a particular fact or other matter if:

(a) that individual is actually aware of that fact or matter; or

(b) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Contract.

A person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (a) and (b) above), and any such individual (and any individual party to this Contract) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that person or individual.

**“Legal Requirement”** means any federal, state, local or municipal, law, ordinance, code, regulation, or statute.

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(Continued from Sheet No. 32.12)

**“Lenders”** means with respect to the REQF (a) any person or entity that, from time to time, has made loans to the REQF, its permitted successors or Permitted Assigns for the financing of the Facility or the marketing of the Electric Energy or which are secured by the Facility, (b) any holder of indebtedness of the REQF, (c) any person or entity acting on behalf of such holder(s) to which any holders' rights under financing documents have been transferred, any trustee or agent on behalf of any such holders, or (d) any Person who purchases the Facility in connection with a sale-leaseback or other lease arrangement in which the REQF is the lessee of the Facility pursuant to any form of lease arrangement.

**“Liabilities”** has the meaning set forth in Section 17.

**“Licensed Professional Engineer”** means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in the state in which the Facility is located, in accordance with all Legal Requirements, (b) has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation, or opinion, (c) has no economic relationship, association or nexus with the REQF, (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility, and (e) is licensed in an appropriate engineering discipline for the required certification being made. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations, and opinions required by this Contract shall not constitute a prohibited economic relationship, association or nexus with the REQF, so long as such engineer has no other economic relationship, association or nexus with the REQF.

**“Maintenance Outage”** means an outage that can be deferred beyond the end of the next weekend but requires that the unit be removed from service before the next planned outage as also defined by NERC.

**“MW”** means megawatt.

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“**MWh**” means megawatt-hour.

“**Moody's**” means Moody's Investors Service, or its successor.

“**Maximum Continuous Rating**” means the maximum capability of the Facility on a 24-hour basis, expressed in KW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in Appendix A.

“**NERC**” means the North American Electric Reliability Council or its successor.

“**NERC Holidays**” means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and other holidays observed by NERC.

“**Net Output**” means all energy produced by the Facility and delivered at the Point of Delivery.

“**OEM**” means the original equipment manufacturer.

“**Permitted Assignee**” means a Person having at least five (5) years experience in the operations and maintenance of electrical generation facilities similar to the Facility and having a level of creditworthiness equivalent to REQF and REQF Guarantors, which Person shall be reasonably acceptable to Buyer.

“**Person**” means any individual, firm, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, or other enterprise, government or other political subdivision.

“**Planned Outage, major**” means an outage that is scheduled well in advance and is of a predetermined duration, lasts for more than a week and occurs only once or twice per year.

“**Planned Outage, minor**” means an outage that is scheduled well in advance and is of a predetermined duration, lasts for less than a week and occurs only once or twice per month.

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**“Point of Delivery”** means, for Electric Energy delivered from the Facility, the point of which the Buyer takes receipt of the electric energy.

**“Point of Interconnection”** means, for Electric Energy, the point of REQF’s electric connection to REQF’s Interconnected Utility System. When REQF’s facilities tie directly to Buyer then Point of Interconnection and Point of Delivery shall be the same.

**“Production Tax Credits”** means production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the term of this Contract or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from renewable resources and any correlative state tax credit determined by reference to renewable electric energy produced from renewable resources for which the Facility is eligible.

**“Pseudo Tie”** – means a telemetered reading or value that is updated in real time and is used as a tie flow in the AGC/ACE equation but for which no physical tie or energy metering actually exists. The integrated value is used as a metered MWh value for interchange accounting purposes.

**“Reliability Council”** means FRCC.

**“Renewable Fuel”** means, for the purposes of this Contract, hydrogen produced from sources other than fossil fuels, biomass as defined in Section 366.91 (2)(a), Florida Statutes, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from sulfuric acid manufacturing operations.

**“Reporting Month”** shall have the meaning given to that term in Section 9.6.

**“Revenue Meter”** means the meter which measures power flow into the main step up transformer at the Facility.

(Continued on Sheet No. 32.16)

(Continued from Sheet No. 32.15)

**“REQF Event of Default”** has the meaning specified in Section 15.1.

**“Site”** means the real property on which the Facility is located.

**“Standard & Poor's”** means Standard & Poor's Rating Services Group a division of McGraw-Hill, Inc. or its successor.

**“Start-Up Testing”** means the completion of required factory and start-up tests.

**“Tax”** means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Government Agency or payable under any tax-sharing agreement or any other agreement.

**“Term”** has the meaning specified in Section 3.1.

**“Test Energy”** means Electric Energy output from the Facility delivered to Buyer from REQF during Start-Up Testing and before the CCDD in accordance with the terms of this Contract.

1.2 Interpretation. In this Contract, unless a clear contrary intention appears:

1.2.1 The singular number includes the plural number and vice versa;

1.2.2 Reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Contract, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

1.2.3 Reference to any gender includes each other gender;

(Continued on Sheet No. 32.17)

(Continued from Sheet No. 32.16)

- 1.2.4 Reference to any agreement (including this Contract), document, instrument or tariff means such agreement, contract, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;
- 1.2.5 Reference to any Legal Requirement means such Legal Requirement as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder;
- 1.2.6 Reference to any Section or Appendix means such Section of this Contract or such Appendix to this Contract, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;
- 1.2.7 "Hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Contract as a whole and not to any particular Section or other provision hereof or thereof;
- 1.2.8 "Including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- 1.2.9 Relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; and
- 1.2.10 Reference to time shall always refer to prevailing Eastern Time, i.e., standard time or daylight time as applicable in Duval County, Florida.
- 1.3 Legal Representation of Parties. This Contract was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Contract to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof or thereof.
- 1.4 Titles and Headings. Section and Appendix titles and headings in this Contract are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Contract.

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(Continued from Sheet No. 32.17)

2. RENEWABLE ENERGY QUALIFYING FACILITY

2.1 Capacity, Power Factor and Location of Facility.

The REQF contemplates installing and operating a \_\_\_\_\_ KVA  
 \_\_\_\_\_ generator located at \_\_\_\_\_ (hereinafter  
 called the “Facility”). The generator is designed to produce a maximum of  
 kilowatts (kW) of electric power at a 90% lagging to 90% leading power factor. The  
 facility’s location and generation capabilities are as described in the table below.

2.2 Technology and Generator Capabilities

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 366.91 (2)(a), Florida Statutes, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from sulfuric acid manufacturing operations)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Minimum Load	
Peaking Capability	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

(a) The REQF’s failure to complete the foregoing table in its entirety shall render this Contract null and void and of no further effect.

(b) The REQF represents and warrants that the sole source(s) of fuel or power used by the Facility, after the CCDD, to produce energy for sale to Buyer during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2)(a) and (b), Florida Statutes.

(Continued on Sheet No. 32.19)

(Continued from Sheet No. 32.18)

(c) The Parties agree and acknowledge that the REQF will not charge for and Buyer shall have no obligation to pay for any electrical energy produced by the Facility except from a fuel or power source as provided for in paragraph 2.2(b) above.

(d) The REQF shall annually, within thirty (30) days after the anniversary date of this Contract, deliver to Buyer at the address provided for in Section 24 a report certified by an officer of the REQF (i) stating the type and amount of each source of fuel or power used by the REQF to produce electrical energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all electrical energy sold by the REQF to Buyer during the Contract Year complies with Sections 2.2(b) and (c) of this contract.

(e) The REQF represents and warrants that the Facility meets the renewable energy requirements of Section 366.91, Florida Statutes, and that the REQF shall continue to meet the requirements of that Section throughout the term of this Contract. Buyer shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the REQF that Buyer deems necessary to verify that the Facility meets such requirements.

### 3. TERM AND SURVIVAL

- 3.1 Term. This Contract shall have a term (the "Term") commencing on the Effective Date and terminating ten years after the CCDD unless otherwise extended or terminated in accordance with the provisions of this Contract.

Notwithstanding the foregoing, if the CCDD of the Facility is not accomplished by the REQF before December 1, 2010 or such later date as may be permitted by Buyer pursuant to Section 6, Buyer's obligations under this Contract shall be rendered of no force and effect.

- 3.2 Survival. The provisions of Section 1 (Definitions and Interpretation), Sections 9.4 and 9.6 (Records), Section 11 (Limitation of Liability and Exclusive Remedies), Section 12 (Resolution of Disputes), Section 15 (Default, Termination and Remedies; Notice of Default), Section 17 (Indemnification), Section 16 (Confidentiality), Section 23 (Miscellaneous Provisions), and Section 25 (Entire Contract and Amendments) shall survive the termination of this Contract.

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(Continued from Sheet No. 32.19)

**4. MINIMUM SPECIFICATIONS**

4.1 Minimum Specifications. The following are minimum specifications pertaining to this Contract:

4.1.1. The avoided unit (“Avoided Unit”) on which this Contract is based is an 82 MW simple-cycle combustion turbine unit.

4.1.2. The total Contracted Capacity needed to fully subscribe the Avoided Unit is 82 MW (the “Subscription Limit”).

4.1.3 The maximum size of the REQF shall not be greater than 30 MW.

4.1.4. The date by which firm capacity and energy deliveries from the REQF to Buyer shall commence is December 1, 2010 (or such later date as may be permitted by Buyer pursuant to Section 6).

4.1.5. The period of time over which energy shall be delivered from the REQF to Buyer is the 10 year period beginning on the CCDD.

4.1.6. The following are the minimum performance standards for the delivery of firm capacity and energy by the REQF to qualify for full capacity payments under this Contract:

All Hours	
Annual Capacity Billing Factor	90%

\* REQF Performance shall be as measured as described in the Compensation Section 10 and Appendix A.

**5. SALE OF ELECTRICITY BY THE REQF**

5.1 Sale of Electricity. Consistent with the terms of this Contract, the REQF shall sell to Buyer and Buyer shall purchase from the REQF all of the renewable electric power generated by the Facility. Buyer shall have the sole right to purchase all renewable energy and renewable capacity from the Facility. The purchase of electricity from the Buyer will be under a separate arrangement and will follow the Applicable JEA Electric Tariff.

(Continued on Sheet No. 32.21)



(Continued from Sheet No. 32.20)

5.2 Interruptible Standby Service. The REQF shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

6. PROJECT IMPLEMENTATION AND ACHIEVEMENT OF CONTRACTED CAPACITY  
DELIVERY DATE

6.1 Development. REQF shall (a) use all commercially reasonable efforts to develop, engineer, procure, construct, and Commission the Facility, in accordance with all Legal Requirements and Good Utility Practice, and (b) apply for and obtain all Governmental Approvals and all renewals thereof as are required for REQF to perform its obligations under this Contract, including environmental permits.

6.2 Construction. REQF shall complete, or cause the completion of, the design, construction, installation, and Commissioning of the Facility in a manner consistent with Good Utility Practices.

6.3 Project Management. If requested by Buyer, the REQF shall submit to Buyer its integrated project schedule for Buyer's review within sixty calendar days within the Effective Date of this Contract and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities.

6.4 Status Report. If requested by Buyer, the REQF shall submit progress reports in a form satisfactory to Buyer every month until the CCDD and shall notify Buyer of any changes in such schedules within ten calendar days after such changes are determined. Buyer shall have the right to monitor the construction, start-up, and testing of the Facility, either on-site or off-site. Buyer's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

(Continued on Sheet No. 32.22)

(Continued from Sheet No. 32.21)

6.5 Contracted Capacity/Capacity Delivery Date.

- 6.5.1 The REQF commits to sell renewable capacity to Buyer, the amount of which shall be determined in accordance with this Section 6 (the “Contracted Capacity”). Subject to Section 6.5.3, the Contracted Capacity is set at \_\_\_ kW, with an expected CCDD of December 1, 2010.
- 6.5.2 Testing of the capacity of the Facility (each such test, a “Contracted Capacity Test”) shall be performed in accordance with the procedures set forth in Section 6.6. The Demonstration Period for the first Contracted Capacity Test shall commence no earlier than December 1, 2008 and testing must be completed by 11:59 p.m., November 30, 2010. The first Contracted Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Contracted Capacity set forth in Section 6.5.1. Subject to Section 6.6 the REQF may schedule and perform up to three (3) Contracted Capacity Tests to satisfy the requirements of the Contract with respect to the first Contracted Capacity Test.
- 6.5.3 In addition to the first Contracted Capacity Test, Buyer shall have the right to require the REQF, by notice thereto, to validate the Contracted Capacity by means of a Contracted Capacity Test at any time, up to six (6) times per year, the results of which shall be provided to Buyer within seven (7) days of the conclusion of such test. On and after the date of such requested Contracted Capacity Test, and until the completion of a subsequent Contracted Capacity Test, the Contracted Capacity shall be set at the lower of the Capacity tested or the Contracted Capacity as set forth in Section 6.5.1.
- 6.5.4 Notwithstanding anything to the contrary herein, the Contracted Capacity may not exceed the amount set forth in Section 6.5.1 without the consent of Buyer, to be granted in Buyer’s sole discretion.
- 6.5.5 The CCDD shall be defined as the first calendar day immediately following the date of the Facility’s successful completion of the first Contracted Capacity Test.

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(Continued from Sheet No. 32.22)

6.5.6 In no event shall Buyer make capacity payments to the REQF prior to December 1, 2010.

6.5.7 The REQF shall be entitled to receive capacity payments beginning on December 1, 2010 (or such later date permitted by Buyer pursuant to the following sentence). If the CCDD does not occur on or before December 1, 2010, Buyer shall immediately be entitled to draw down the Completion/Performance security in full, and in addition, Buyer may, but shall not be obligated to, allow the REQF up to an additional five (5) months to achieve the CCDD. If the REQF fails to achieve the CCDD either (i) by December 1, 2010 or (ii) by such later date as permitted by Buyer, Buyer shall have no obligation to make any capacity payments under this Contract and this Contract shall be rendered null and void and of no further effect.

6.6. Testing Procedures.

6.6.1 The Contracted Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Contracted Capacity Test, shall be selected and scheduled by the REQF by means of a written notice to Buyer delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Contracted Capacity Test ordered by Buyer under any of the other provisions of this Contract. Buyer shall have the right to be present onsite to monitor any Contracted Capacity Test required or permitted under this Contract.

6.6.2 Contracted Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Contracted Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Contracted Capacity Test shall be conducted utilizing as the sole fuel source renewable fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Contracted Capacity Test Period shall commence at the time designated by the REQF pursuant to Section 6.6.1 or at such time requested by Buyer pursuant to Section 6.5.3; provided, however, that the Contracted Capacity Test Period may commence earlier than such time in the event that Buyer is notified of, and consents to, such earlier time.

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- 6.6.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Contracted Capacity Test Period. Normal deliveries of the contracted quantity and quality of cogenerated steam to the steam host, if any, shall be required during the Contracted Capacity Test Period.
- 6.6.4 The Capacity of the Facility (the "Capacity") shall be the average net capacity (generator output minus auxiliary) measured over the Contracted Capacity Test Period.
- 6.6.5 The Contracted Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the REQF.
- 6.6.6 Except as otherwise provided herein, results of any Contracted Capacity Test shall be submitted to Buyer by the REQF within seven (7) days of the conclusion of the Contracted Capacity Test.

## 7. ELECTRIC ENERGY DELIVERY

- 7.1 Delivery of Electric Energy. Subject to the terms and conditions of this Contract, REQF shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and purchase from REQF at the Point of Delivery, all Electric Energy tendered by REQF. All Electric Energy shall be measured by the Revenue Meter located at the Point of Interconnection.
- 7.2 Delivery of Test Energy. Subject to the terms and conditions of this Contract, REQF shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and purchase from REQF at the Point of Delivery, all Test Energy tendered by REQF prior to the CCDD of the Facility.

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7.3 Point of Sale. Title and Risk of Loss. The point where sale of Electric Energy and associated Environmental Attributes will take place is at the Point of Delivery, free and clear of all liens, claims and encumbrances. Title to and risk of loss with respect to such Electric Energy and associated Environmental Attributes shall transfer from REQF to Buyer upon delivery of such Electric Energy at the Point of Delivery. Buyer shall be responsible for any transmission beyond the Point of Delivery. REQF shall be deemed to be in exclusive control of, and responsible for, any damage or injury caused by the Electric Energy up to and at the Point of Delivery. Buyer shall be deemed to be in exclusive control of, and responsible for, any damages or injury caused by, the Electric Energy from the Point of Delivery.

7.4 Dispatch and Control

7.4.1 Power supplied by the REQF hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of ,000 volts (kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, as specified by Buyer.

7.4.2 The REQF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, Buyer's system, except for normal testing and repair in accordance with Good Utility Practices. The REQF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. The REQF shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with Good Utility Practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to Buyer prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with Good Utility Practices.

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7.4.3 If the Facility is separated from the Buyer system for any reason, under no circumstances shall the REQF reconnect the Facility into Buyer's system without first obtaining Buyer's specific approval.

7.4.4 During the term of this Contract, the REQF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with Buyer. The REQF shall ensure that operating personnel are on duty at all times, twenty-four hours a calendar day and seven calendar days a week. Additionally, during the term of this Contract, the REQF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and prudent utility practices.

7.4.5 After providing notice to the REQF, Buyer shall not be required to accept or purchase energy from the REQF during any period in which, due to operational circumstances, acceptance or purchase of such energy would result in Buyer's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. Buyer shall give the REQF as much prior notice as practicable of its intent not to accept energy pursuant to this Section.

7.4.6 If the Facility has a contracted capacity of 25 MW or greater as defined by Section 6.5, Buyer may, at any time during the term hereof, by oral, written, or electronic notification to the REQF, request the REQF to deliver capacity and associated energy up to the full Contracted Capacity to meet Buyer's system requirements. The REQF shall comply with such request within ten (10) minutes of receiving such notification from Buyer. Any clock hour for which Buyer requests the delivery of such capacity and energy ("Scheduled Energy") shall be referred to herein as a "Dispatch Hour."

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- 7.4.7 If the Facility has a Contracted Capacity as defined in Section 6.5 greater than or equal to 25 MW, the REQF shall operate the facility subject to dispatch and control rights of Buyer. Control of the Facility will either be by Seller's manual control under the direction of Buyer (whether orally or in writing) or by Automatic Generation Control by Buyer's system control center as determined by Buyer. Buyer may at times request that the real power output be equal to the Peaking Capability of the Facility but shall not require the real power output of the facility to be below the Facility's Minimum Load without decommitting the Facility. Buyer's exercise of its rights under this Section 7.4.7 shall not give rise to any liability on the part of Buyer, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.
- 7.5 Communications. The Parties will develop mutually acceptable procedures for communications between REQF's control room and Buyer's system operations center.
- 7.6 Remote SCADA Monitoring. REQF shall furnish data communication ports and associated cabinetry on its SCADA ("Supervisory Control and Data Acquisition") control system(s) such that Buyer may remotely monitor (read only) selected operating data. Buyer shall be responsible for all data communication equipment from the data communications port interface to the point of remote monitoring, including the cost of equipment purchase, installation, operations, maintenance and upkeep. REQF shall furnish or shall cause to be furnished in a timely fashion the necessary interface protocol requirements and specifications of its control system such that Buyer may specify its compatible equipment. REQF shall have the right and opportunity to review and approve the specification of the first interface and protective devices of the Buyer to assure that such devices are compatible with and shall not interfere with REQF's control system(s), and such approval shall not be unreasonably withheld. The data to be sampled, transmitted, and monitored shall include everything that is essential to Buyer's Dispatch of Buyer's own generating pool.

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- 7.7 Emergency Conditions. During an Emergency Condition, REQF may increase, reduce, curtail or interrupt electrical generation at the Facility in accordance with Good Utility Practices or take other appropriate action in accordance with the applicable provisions of the Generation Interconnection Contract which in the reasonable judgment of the Interconnected Utility may be necessary to operate, maintain and protect the Interconnected Utility System during an Emergency Condition or in the reasonable judgment of REQF may be necessary to operate, maintain and protect the Facility during an Emergency Condition.
- 7.8 Rights to Renewable Energy Green Attributes. The REQF hereby certifies that the Electric Energy being sold by the REQF to the Buyer is being generated from a Renewable Fuel source (“Green Electricity”). REQF agrees that the Buyer shall receive any and all Environmental Attributes of the Green Electricity being purchased pursuant to this Contract by purchase of the Electric Energy, including, but not limited to, any Green Tags, carbon dioxide credits, renewable energy credits or other similar rights or benefits attributable to Green Electricity. Buyer’s receipt of Green Tags is limited to those above and beyond those required by the Facility to meet current or future environmental law, regulations or permit requirements of any jurisdictional governmental agency. REQF shall have the right to reclaim and use any Environmental Attributes or Green Tags it finds necessary exclusively for this Facility, in its sole judgment, for complying with any current or future change in environmental law, regulation or permit of any jurisdictional Government Agency.

## 8. METERING; BILLING; PAYMENT

- 8.1 Metering Electricity. All Electric Energy delivered by REQF to Buyer from the Facility under this Contract shall be metered by the Revenue Meters at the Point of Delivery at the REQF’s System and the readings of such Revenue Meters shall be made in accordance with Good Utility Practice consistently applied. REQF and Buyer will maintain the Revenue Meters according to Good Utility Practice and all Legal Requirements.

The Buyer will provide the actual Revenue Meter which will be installed by the Buyer into the panel provided by the REQF, but owned, operated and maintained exclusively by the Buyer. The REQF is required to provide open access to the Revenue Meter and associated telemetry.

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All recurring telecommunications service charges for the Revenue Meter shall be contracted for and provided by the Buyer, except that any physical facilities (including phone line installation charges) shall be the responsibility of the REQF.

8.1.1 Meter Testing. The Revenue Meters shall be tested by the Buyer at least once each year at Buyer's expense and at any other reasonable time upon request by either Party, at the requesting Party's expense. Buyer shall give REQF at least fourteen (14) days notice of any testing of the Revenue Meters, REQF shall have the right to be present during all testing and shall be furnished all testing results on a timely basis.

8.1.2 Inaccurate Meters. If testing of the Revenue Meters indicates that an inaccuracy of more than  $\pm 0.5\%$  in measurement of Electric Energy has occurred, the affected Revenue Meter shall be re-calibrated promptly to register accurately within the Revenue Meter manufacturer stated tolerances. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of Electric Energy. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

8.1.3 Failed Meters. If, for any reason, any Revenue Meter is out of service or out of repair so that the amount of Electric Energy delivered cannot be ascertained or computed from the readings thereof, the Electric Energy delivered during the period of such outage shall be computed from the Backup Meter owned by the REQF and agreed upon by the Parties hereto upon the basis of the best data available, and any failure to agree shall be subject to resolution in accordance with Section 12.

8.2 Adjustment for Inaccurate Meters. If a Revenue Meter fails to register, or if the measurement made by a Revenue Meter is found upon testing to be inaccurate by more than  $\pm 0.5\%$  in measurement, an adjustment shall be made correcting all measurements by the inaccurate or defective Revenue Meter for both the amount of the inaccuracy and the period of inaccuracy, in the following manner:

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- 8.2.1 As may be mutually agreed upon by the Parties in writing, or
- 8.2.2 In the event that the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by any inaccurate or defective Revenue Meter, the Parties shall use REQF's backup metering to determine the amount of such inaccuracy. REQF's backup metering shall be tested and maintained in accordance with the provisions of Section 8.1. In the event that REQF's backup metering also is found to be inaccurate by more than the allowable limits set forth in Section 8.2, the Parties shall mutually agree to estimate the amount of the necessary adjustment on the basis of deliveries of Electric Energy during periods of similar operating conditions when the Revenue Meter was registering accurately.
- 8.2.3 In the event that the Parties cannot agree on the actual period during which the Revenue Meter(s) made inaccurate measurements, the period during which the measurements are to be adjusted shall be the shorter of (a) the last one-half of the period from the last previous test of the Revenue Meter to the test that found the Revenue Meter to be defective or inaccurate, or (b) the one hundred eighty (180) days immediately preceding the test that found the Revenue Meter to be defective or inaccurate.
- 8.2.4 In the event that the Parties cannot agree to the adjustment per Section 8.2.1, 8.2.2 and 8.2.3, then the dispute will be resolved in accordance with Section 12 of this Contract.
- 8.2.5 To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, REQF shall use the corrected measurements as determined in accordance with Sections 8.2.1, 8.2.2, or 8.2.3 hereof to re-compute the amount due for the period of inaccuracy and shall subtract the previous payments by Buyer for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Buyer to REQF; if the difference is a negative number, that difference shall be either paid by REQF to Buyer directly or paid in the form of an offset to payments due REQF by Buyer hereunder at Buyer's sole option. Adjustment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

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- 8.3 Billing. Within ten (10) days after the last day of each month during the Term, REQF shall render a statement to Buyer for the amounts due in respect of such month under Section 7, which statement shall contain reasonable detail, in Buyer's reasonable opinion, showing the manner in which the applicable charges were determined.
- 8.4 Payments. The amount due to REQF as shown on any monthly statement rendered by REQF pursuant to Section 8.3 shall be paid by Buyer by electronic wire transfer to an account specified by REQF within thirty (30) days after the date such statement is received by Buyer. Any amount not paid by Buyer when due shall bear interest at the Default Rate from the date that the payment was due until the date payment by Buyer is made.
- 8.5 Offsets. Amounts due to Buyer as a result of Fuel Offsets as set out in Section 9.1.2 shall be offset against current and future payments due from Buyer with interest accrued daily at the Default Rate until fully offset or paid.
- 8.6 Billing Disputes. If either Party, in good faith, disputes any amounts due pursuant to an invoice rendered pursuant to this Contract, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Any such notice shall be provided within 12 months of the date of the invoice in which the error first occurred. If any amount disputed by such Party is determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within 30 days of such determination or resolution, along with interest accrued at the Default Rate from the date due until the date paid.
- 8.7 Examination of Records. Each Party (and its representative(s)) has the right, at its sole expense, upon reasonable notice and during normal working hours, to have an independent third party examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation relating to the output of Electric Energy. If requested, a Party shall provide to the other Party statements evidencing the amounts of Electric Energy delivered at the Point of Delivery.

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## 9. OPERATION AND MAINTENANCE OF THE FACILITY

### 9.1 Standard of Operation

9.1.1 Operation and Maintenance. REQF shall manage, control, operate and maintain the Facility in a manner consistent with Good Utility Practice, in accordance with (a) the practices, methods, acts, guidelines, standards and criteria of FRCC, NERC, the ISO and any successors to the functions thereof; (b) the requirements of the Generation Interconnection Contract; and (c) all applicable Legal Requirements and (d) permits.

9.1.2 Fuel Arrangements. REQF shall obtain and maintain fuel supply and transportation arrangements in a manner consistent with Good Utility Practice and all legal requirements.

9.2 Permits and Licenses. REQF will obtain and maintain all certifications, permits, licenses and Governmental Approvals necessary to operate and maintain the Facility and to perform its obligations under this Contract during the Term and required pursuant to any and all Legal Requirements.

9.3 Scheduled Maintenance. Buyer understands that REQF shall shut down the Facility for maintenance as conditions require. The Parties shall mutually agree to an annual schedule of all scheduled maintenance that results in a curtailment of Buyer's Contracted Capacity. This schedule shall be established by the parties on or before October 5 of each year the Contract is in force for the next calendar year. REQF shall also notify Buyer immediately of any changes to the annual maintenance schedule. To the extent possible, Buyer and REQF shall coordinate maintenance outages to off-peak periods of the year.

9.3.1 Major Planned Outages – There shall be no Planned Outages during any portion of the months of December, January, February or June, July, August, or September.

9.3.2 Minor Planned Outages – REQF will notify Buyer when the Facility is down for preventative maintenance and the expected duration of the Outage.

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- 9.3.3 Maintenance Outages – Whenever REQF reasonably determines that it is necessary to schedule a Maintenance Outage, REQF shall notify Buyer of the proposed Maintenance Outage at least five (5) days before the outage begins. Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of REQF and the service obligations of Buyer; provided, however, that unless Buyer otherwise reasonably consents no Maintenance Outages may be scheduled between the hour ending 0700 through the hour ending 2200, Monday through Friday, during the months of December, January, February, June, July, August and September. Notice of a proposed Maintenance Outage shall include the expected start date of the Maintenance Outage, the amount of generation capability of the Facility that will not be available, and the expected completion date of the Maintenance Outage. REQF shall give Buyer notice of the Maintenance Outage as soon as the REQF determines that the Maintenance Outage is necessary. Buyer shall promptly respond to such notice and may request reasonable modifications in the schedule for the Maintenance Outage. REQF shall use all reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage. REQF shall immediately notify Buyer of any subsequent change in the Maintenance Outage completion date. As soon as practicable, any notifications given orally shall be confirmed in writing. REQF shall take all reasonable measures and exercise its best efforts to minimize the frequency and duration of Maintenance Outages.
- 9.3.4 Forced Outages – REQF shall promptly provide to Buyer an oral report of any Forced Outage to the Facility. This report shall include the amount of the generation capability of the Facility that will not be available because of the Forced Outage and the expected return date of the generation capability. REQF shall promptly update the report as necessary to advise Buyer of changed circumstances.
- 9.3.5 Notice of Deratings and Outages – Without limiting the foregoing, REQF will inform Buyer of any major limitations, restrictions, deratings or outages known to REQF affecting the Facility for the following day and will promptly update REQF’s notice to the extent of any material changes in this information, with “major” defined as affecting more than ten percent (10%) of the Nameplate Capability Rating of the Facility.

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- 9.3.6 Scheduling – Cooperation and Standards – To the extent that scheduling is required now or in the future, (a) REQF will reasonably cooperate with Buyer with respect to the scheduling of output and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising under this Contract. Each Party shall comply with the applicable standards and criteria of FERC, NERC, and or any regional or subregional reliability council.
- 9.4 Records. Each Party shall keep and maintain all records as may be necessary or useful in performing or verifying any calculations made pursuant to this Contract, or in verifying such Party's performance hereunder. All such records shall be retained by each Party for at least six (6) calendar years following the calendar year in which such records were created. Each Party shall make such records available to the other Party for inspection and copying at the other Party's expense, upon reasonable notice during such Party's regular business hours. Each Party shall have the right, upon thirty days written notice prior to the end of an applicable six (6) calendar year period to request copies of such records. Each Party shall provide such copies, at the other Party's expense, within thirty (30) days of receipt of such notice or shall make such records available to the other Party in accordance with the foregoing provisions of this Section 9.4.
- 9.5 Access Rights. Upon reasonable prior notice and subject to the safety rules and regulations of REQF, REQF shall provide Buyer and its authorized agents, employees and inspectors with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any required generation capability tests necessary to determine the amount of generation capability associated with the Facility, (c) in connection with the operation and maintenance of the Interconnection Facilities for the Facility, (d) to provide tours of the Facility to customers and other guests of Buyer (not more than 12 times per year), (e) for purposes of implementing Section 8.7 (Examination of Records), and (f) for other reasonable purposes at the reasonable request of Buyer.
- 9.6 Reports. REQF shall furnish to Buyer the following reports:
- (a) In accordance with Section 6.4, REQF will provide a status report each month starting 30 days after the Effective Date.
  - (b) In accordance with Section 9.3, REQF will provide a maintenance schedule on or before October 5 of each year the Contract is in effect.

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- (c) Within ten (10) working days after the end of each calendar month during the Term (a “Reporting Month”) and after the CCDD, REQF shall provide to Buyer a report in electronic format which includes: 1) the Facility’s total net energy output (in MWH), 2) the number of hours of outages, amount of duration, amount of unavailability due to transmission or Buyer’s constraints and other data necessary to calculate the Availability Factor, 3) total heat input of renewable and non-renewable fuel used, 4) summary of any other significant events related to the operation of Facility for the Reporting Month and 5) any change in the Facility or its operations which would reasonably be expected to negatively impact the Buyer’s right to or use of the Environmental Attributes or Green Tags.

## 10. COMPENSATION

- 10.1 Energy Rate. Buyer agrees to pay the REQF for renewable energy produced by the Facility and delivered to Buyer in accordance with the rates and procedures contained in Appendix A, as it may be amended and approved from time to time by Buyer.
- 10.2 Capacity. Buyer agrees to pay the REQF for the renewable capacity described in Section 6.5 in accordance with the rates and procedures contained in Appendix A, as it may be amended and approved from time to time by the Buyer.
- 10.3 Rates Not Subject to Review. The rates for service specified herein (i.e., delivery of Electric Energy) shall remain in effect for the Term, and shall not be subject to change through application to the FERC pursuant to provisions of Section 205 et seq. of the Federal Power Act, absent Contract of the Parties.
- 10.4 Costs and Charges for Ownership and Operation. Without limiting the generality of any other provision of this Contract, REQF shall be solely responsible for paying when due: (a) all costs, fees and charges of owning and operating the Facility in compliance with all existing and future Legal Requirements and regulations and the terms and conditions of this Contract, and (b) all Taxes and charges (however characterized) now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility.

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## 11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES

11.1 CONSEQUENTIAL DAMAGES. TO THE EXTENT ALLOWABLE BY APPLICABLE FLORIDA LAW, IN NO EVENT OR UNDER ANY CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES , OR THE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF SUCH PARTY OR AFFILIATES BE LIABLE TO THE OTHER PARTY.FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES IN THE NATURE OF LOST PROFITS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY OR TORT. A PARTY'S LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES.

## 12. RESOLUTION OF DISPUTES

12.1 Negotiations. The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days, either Party may initiate litigation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. Subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and Florida Sunshine Law, Section 286.011, Florida Statutes, all negotiations pursuant to this clause shall be confidential.

12.2 Choice of Forum. Each of REQF and Buyer consents and agrees that any legal action or proceeding arising out of this Contract or the actions of the parties hereto leading up to the Contract shall be brought exclusively in the courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

12.3 Costs. Each party shall bear its own fees and expenses, including attorney's fees, with respect to the litigation and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

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12.4 Settlement Discussions. The Parties agree that no statements of position or offers of settlement made in the course of the negotiations described in this Section 12 will be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

12.5 Obligations to Pay Charges and Perform. If a dispute regarding this Contract arises on any matter which is not resolved as provided in Section 12.1 above, then, REQF shall continue to perform its obligations hereunder including its obligations to operate the Facility in a manner consistent with the applicable provisions of this Contract and Buyer shall continue to pay all charges and perform all other obligations required in accordance with the applicable provisions of this Contract.

### 13. ASSIGNMENT AND PROJECT FINANCING

13.1 Assignment. Except as set forth in this Section 13, neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Either Party may assign this Contract, with the consent of the other Party, to an Affiliate or the parent company of an Affiliate, but no such assignment shall release such assignor from any obligations hereunder whether arising before or after such assignment. REQF shall provide a copy of the Assignment Document to the Buyer as part of this Contract. Any other assignments shall not be approved without the written consent of the other Party.

13.2 Consent to Assignment to Lender. Notwithstanding the foregoing, either Party may, without the need for consent but upon notice to the other Party, transfer, sell, pledge, or encumber the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements necessary for REQF's operation of the Facility in each and every assignment of this Contract. The assignee shall (i) agree in writing to be bound by the terms and conditions hereof, (ii) possess the same or similar experience, and possess the same or better credit worthiness as the assignor. The assignor shall remain liable for its obligations hereunder.

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13.3 Assignments Not in Accordance Herewith. Any assignment of any interest in the Facility or in this Contract made without fulfilling the requirements of this Section 11 shall be null and void and shall constitute an Event of Default.

#### 14. COMPLETION/PERFORMANCE SECURITY

14.1 As security for the achievement of the CCDD and satisfactory performance of its obligations hereunder, the REQF shall provide Buyer either: (a) an unconditional, irrevocable, direct-pay letter(s) of credit in effect through the completion of the Term of the contract, issued by a financial institution(s) having an investment grade credit rating of at least AA- or its equivalent by at least two of the three nationally recognized credit reporting agencies of Fitch, Moody's and Standard and Poors, in form and substance acceptable to Buyer (including provisions (i) permitting partial and full draws and (ii) permitting Buyer to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least ten (10) business days prior to its expiration date); (b) a bond issued by a financially sound company in form and substance acceptable to Buyer; or (c) a cash deposit(s) with Buyer. Such letter(s) of credit or cash deposit (a) shall be provided in the amount and by the date listed below:

\$30.00 per kW (for the number of kW set forth in Section 6.5.1) within thirty (30) calendar days of the execution of this Contract by the Parties hereto.

14.2 The specific security instrument provided for purposes of this Contract is:

- unconditional, irrevocable, direct pay letter(s) of credit.
- Bond.
- cash deposit(s) with Buyer.

14.3 Buyer shall have the right to monitor the financial condition of the issuer(s) in the event any letter of credit is provided by the REQF. In the event the senior debt rating of any issuer(s) has deteriorated to a level below investment grade A, Buyer may require the REQF to replace the letter(s) of credit. The replacement letter(s) of credit must be issued by a financial institution(s) with an investment grade credit rating, and meet the requirements of Section 14.1, within thirty (30) calendar days following written notification to the REQF of the requirement to replace. Failure by the REQF to comply with the requirements of this Section 14.3 shall be grounds for Buyer to draw in full on the existing letter of credit and to exercise any other remedies it may have hereunder.

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- 14.4 If an Event of Default under Section 15.1 occurs, Buyer shall be entitled immediately to receive, draw upon, or retain, as the case maybe, one-hundred percent (100%) of the then-applicable Completion/Performance Security.
- 14.5 If an Event of Default has not occurred and the REQF fails to achieve the CCDD on or before December 1, 2010 (irrespective of any extension that may be granted by Buyer under Section 6.5), Buyer shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/Performance Security. The Parties acknowledge that the injury that Buyer will suffer as a result of delayed availability of Contracted Capacity and energy is difficult to ascertain and that Buyer may accept such sums as liquidated damages or resort to any other remedies which may be available to it under law or in equity. If the Capacity Delivery Date occurs on or before December 1, 2010, then the REQF shall be entitled to reduce the amount of the Completion/Performance Security to an amount equal to \$15.00 per kW (for the number of kW set forth in Section 6.5.1).
- 14.6 In the event that Buyer requires the REQF to perform one or more Contracted Capacity Test(s) at any time on or before the first anniversary of the CCDD pursuant to Section 6.6 and, in connection with any such Contracted Capacity Test(s), the REQF fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Contracted Capacity set forth in Section 6.5, Buyer shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the then-remaining amount of the Completion/Performance Security. In the event That Buyer does not require the REQF to perform a Contracted Capacity Test or if the REQF successfully demonstrates (in connection with all such Contracted Capacity Tests required by Buyer pursuant to Section 6.6) a Capacity of at least one-hundred percent (100%) of the Contracted Capacity set forth in Section 6.5, in either case, on or before the first anniversary of the CCDD, then the REQF shall be entitled to a refund of or Buyer shall return, as applicable, any remaining amount of the Completion/Performance Security within thirty (30) days of the first anniversary of the CCDD.

## 15. DEFAULT, TERMINATION AND REMEDIES; NOTICE OF DEFAULT

- 15.1 REQF Event of Default. The following shall constitute Events of Default of REQF (“REQF Events of Default”) upon their occurrence unless cured as indicated below:

(Continued on Sheet No. 32.40)

(Continued from Sheet No. 32.39)

- (a) REQF's dissolution or liquidation or other Bankruptcy Event which occurs with respect to REQF and REQF files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) REQF's failure to cure any commercial or financing Contracts or other written instrument to which REQF is a party that is material to REQF's ability to perform its responsibilities under this Contract within the time allows for a cure under such Contract or instrument.
- (c) REQF's failure to make any payment when due under this Contract other than billing disputes covered under Section 8.6, if any, if the failure is not cured within 10 days after the Buyer gives the REQF notice of the default.
- (d) Any omission of material fact or a representation made by REQF under Section 20.1 shall be false or misleading in any material respect, or REQF has otherwise breached any representation or warranty made by REQF pursuant to this Contract and such breach, omission or representation is not cured within 30 days after the Buyer gives REQF notice of the default.
- (e) REQF's sale of Green Tags, or Environmental Attributes from the Facility to a Party other than Buyer in breach of this Contract and if REQF does not permanently cease such sale and compensate Buyer for the damages arising from the breach within 10 days after Buyer gives REQF notice of the default.
- (f) REQF's assignment of this Contract or any of REQF's rights under the Contract not in compliance with the provisions of Section 13 and not cured within 90 days.
- (g) REQF otherwise fails to perform any material obligation imposed upon the REQF by this Contract if the failure is not cured within 30 days after the Buyer gives the REQF notice of the default, *provided however*, that upon written notice from the REQF, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being cured within the additional 60 day period and (c) the REQF commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure; *provided further*, that any material violation or breach of any Legal Requirement shall be deemed a non-curable event.

(Continued on Sheet No. 32.41)

(Continued from Sheet No. 32.40)

- (h) The REQF fails to meet the fuel requirements specified in Section 2 of this Contract;
- (i) The REQF changes or modifies the Facility from that provided in Section 2 with respect to its type, location, technology or fuel source, without prior written approval from Buyer;
- (j) After the Contract Capacity Delivery Date, the Facility fails for twelve consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least 90%;
- (k) The REQF fails to comply with any of the provisions of Section 14 hereof;
- (l) The REQF fails to give proper assurance of adequate performance as specified under this Contract within 30 days after Buyer., with reasonable grounds for insecurity, has requested in writing such assurance;
- (m) The REQF materially fails to perform as specified under this Contract, including, but not limited to, the REQF's obligations under Sections 7, 8,9, 14, 17, 18,19, 20.1 and 23.
- (n) The REQF fails to achieve licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than June 1, 2010;
- (o) The occurrence of an event of default by the REQF under the Interconnection Agreement;
- (p) The REQF fails to satisfy its obligations, if a Facility has a CCDD over 25 MW, under Section 7.4.6 more than two (2) times in any calendar year;
- (q) The REQF breaches any material provision of this Contract not specifically mentioned in this Section 15; or
- (r) If at any time after the CCDD, the REQF reduces the Contracted Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Contracted Capacity to the level set forth in Section 6.1 (as such level may be reduced by Section 6.3) within twelve (12) months following the occurrence of such event of Force Majeure.

(Continued on Sheet No. 32.42)

(Continued from Sheet No. 32.41)

15.2 Buyer's Rights in the Event of Default.

15.2.1 Upon the occurrence of any of the Events of Default in Section 15.1, Buyer may, at its option:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2.2, by written notice to the REQF, and offset against any payment(s) due from Buyer to the REQF, any monies otherwise due from the REQF to Buyer;
- (b) enforce the provisions of the Termination Security requirement pursuant to Section 15 hereof, or
- (c) exercise any other remedy(ies) which may be available to Buyer at law or in equity.

15.2.2 Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

15.3 Buyer Event of Default. The following shall constitute Events of Default of Buyer ("Buyer Events of Default") upon their occurrence unless cured as indicated below:

- (a) Buyer's dissolution or liquidation or other Bankruptcy Event which occurs with respect to Buyer and Buyer files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) Buyer's failure to make any payment when due under this Contract, if any, if the failure is not cured within 10 days after the REQF gives the Buyer notice of the default.
- (c) Buyer's assignment of this Contract or any of Buyer's rights under the Contract not in compliance with the provisions of Section 13 and not cured within 90 days.

(Continued on Sheet No. 32.43)

(Continued from Sheet No. 32.42)

- (d) Any omission of material fact or a representation made by Buyer under Section 20.2 shall be false or misleading in any material respect, or Buyer has otherwise breached any representation or warranty made by Buyer pursuant to this Contract and such breach, omission or representation is not cured within 30 days after the REQF gives Buyer notice of the default.
- (e) Buyer otherwise fails to perform any material obligation imposed upon the Buyer by this Contract if the failure is not cured within 30 days after the REQF gives the Buyer notice of the default, *provided however*, that upon written notice from the Buyer, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being cured within the additional 60 day period and (c) the Buyer commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure; *provided further*, that any material violation or breach of any Legal Requirement shall be deemed a non-curable event.

#### 15.4 Remedies.

- 15.4.1 Upon the occurrence and during the continuance of a Buyer Event of Default or a REQF Event of Default, the non-defaulting Party may at its discretion suspend performance hereunder or terminate this Contract by delivering notice of termination to the defaulting Party.
- 15.4.2 If a Buyer Event of Default under Section 15.3 has occurred and is continuing, REQF shall have the right to sell Electric Energy from the Facility on a daily basis to third parties during the continuance of such Buyer Event of Default. REQF is responsible for all transmission and ancillary services or other services needed to effect such sales.
- 15.4.3 Upon termination, the non-defaulting Party may pursue any and all legal or equitable remedies provide by law, equity or this Contract. The rights contemplated by this Section are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.
- 15.4.4 If this Contract is terminated because of REQF's default, REQF may not require Buyer to purchase the Electric Energy from the Facility before the date of which the term would have ended had this Contract remained in effect. REQF hereby waives its rights to require Buyer to do so.

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(Continued from Sheet No. 32.43)

## 16. CONFIDENTIALITY

To the extent allowed by law and subject to the restrictions and provisions of Chapter 119, Florida Statutes, each Party agrees that it will treat in confidence all documents, materials and other information marked "Confidential" or "Proprietary" by the disclosing Party ("*Confidential Information*") which it shall have obtained during the course of the negotiations leading to, and its performance of, this Contract (whether obtained before or after the date of this Contract). Confidential Information shall not be communicated to any third party (other than, in the case of REQF, to its Affiliates, to its counsel, accountants, financial or tax advisors, or insurance consultants, to prospective partners and other investors in REQF and their counsel, accountants, or financial or tax advisors, or in connection with its financing or REQFinancing; and in the case of Buyer, to its Affiliates, or to its counsel, accountants, financial advisors, tax advisors or insurance consultants). As used herein, the term "Confidential Information" shall not include any information which (i) is or becomes available to a Party from a source other than the other Party, (ii) is or becomes available to the public other than as a result of disclosure by the receiving Party or its agents or (iii) is required to be disclosed in the opinion for a Party's legal counsel under applicable law or judicial, administrative or regulatory process, but only to the extent it must be disclosed. The timing and content of any press releases associated with this Contract shall be agreed to by the Parties prior to any public disclosure or distribution.

Notwithstanding any provision herein to the contrary, the parties acknowledge and agree that Buyer is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Contract shall be a public record as defined therein. Any specific information that REQF deems to be confidential must be clearly identified as such by REQF. To the extent consistent with Florida Law, Buyer shall maintain the confidentiality of all such information marked by REQF as confidential. If a request is made to view such Confidential Information, the Buyer will immediately notify REQF of such request and the date that such records relating to the Confidential Information will be released to the requester unless REQF obtains a court order enjoining such disclosure. If REQF fails to obtain that court order enjoining disclosure, Buyer will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with REQF's consent and will not be deemed to be a violation of law or this Contract.

(Continued on Sheet No. 32.45)



(Continued from Sheet No. 32.44)

## 17. INDEMNIFICATION

To the extent allowed by law and subject to the provisions and limitations of Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless the other Party, and its officers, directors, governing body, agents representatives, and employees from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings of any nature whatsoever (a) arising directly or indirectly out of any of the indemnifying Party's operations, work or services performed in connection with this Contract including, but not limited to, for personal injury, death or property damage to each other's property or facilities or personal injury, death or property damage to third parties (collectively "Liabilities") caused by the negligent act or omission of the indemnifying Party or (b) arising out of the failure of any of the indemnifying Party to keep, observe or perform any of its obligations under this Contract or in any other document or instrument delivered by the Parties pursuant to this Contract except to the extent such injury or damage is attributable solely or in part to the negligence or willful misconduct of, or breach of this Contract by, the Party seeking indemnification hereunder, in which event the prior obligations as set forth herein shall be comparatively reduced to the extent that the claim is caused in part by the negligent act or omission or breach of the Parties.

Notwithstanding any provision in the Contract to the contrary, nothing shall be construed in any manner as either altering, expanding or waiving Buyer's sovereign immunity beyond the legislative waiver found in section 768.28 Florida Statutes, nor shall it be construed to impose any liability on Buyer for which it would not otherwise, by law, be responsible.

## 18. INSURANCE

18.1 Required Coverages. The REQF shall procure or cause to be procured and shall maintain, at its sole expense, throughout the entire term of this Contract, a policy or policies of: (a) workers' compensation insurance; (b) employer's liability insurance; (c) automobile liability insurance; (d) all-risk property damage (REQF's property, plant and equipment); and (e) general liability insurance issued by an insurer or insurers licensed to do business in Florida and reasonably acceptable to Buyer on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "REQF Insurance"). A certificate or certificates of insurance shall be delivered to Buyer, at JEA: Attention: Procurement Services, Customer Case Center, 6<sup>th</sup> Floor, 21 West Church Street, Jacksonville, FL 32202-3139, at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the REQF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for

(Continued on Sheet No. 32.46)

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the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility of any of the REQF's equipment or by the REQF's failure to maintain the Facility or the REQF's equipment in satisfactory and safe operating condition. Effective at last fifteen (15) calendar days prior to the synchronization of the Facility with Buyer's system, the REQF Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the REQF Insurance must be reasonably acceptable to Buyer. Any premium assessment or deductible shall be for the account of the REQF and not Buyer.

18.2 Minimum General Liability Insurance. The REQF Insurance shall have a minimum limit of one million (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

18.3 Unavailability. In the event that such insurance become totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but Buyer and the REQF shall enter into negotiations to develop substitute protection which the parties in their reasonable judgment deem adequate.

18.4 "Claims Made" Insurance. To the extent that the REQF Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the Buyer Entities and the REQF Entities. Furthermore, to the extent that the REQF Insurance is on a "claims made" basis, the REQF's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the REQF Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the REQF during the term of this Contract.

18.5 Cancellation or Material Alteration. The REQF Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to Buyer. The REQF shall provide Buyer with a copy of any material communication or notice related to the REQF Insurance within ten (10) business days of the REQF's receipt or issuance thereof.

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18.6 Named Insureds. The REQF shall be designated as the named insured and Buyer shall be designated as an additional insured under the REQF Insurance. The REQF Insurance shall be endorsed to be primary to any coverage maintained by Buyer.

## 19. FORCE MAJEURE

19.1 Definition. For the purposes of this Contract, “Force Majeure Event” means an event, condition or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party affected (the “Affected Party”) or its contractors or suppliers, which, despite all reasonable efforts of the Affected Party to prevent it or mitigate its effects, prevents the performance by such Affected Party of its obligations hereunder. Subject to the foregoing, “Force Majeure Event” as to either Party, shall include, but are not limited to:

19.1.1 blockades, embargoes, sabotage, epidemics, explosions and fire (in either case to the extent not attributable to the fault or the negligence of the Affected Party);

19.1.2 lightning, flood, earthquake, landslide, tornado, hurricanes, unusually severe storms, or other natural calamity or act of God;

19.1.3 strike or other labor dispute other than any labor dispute or strike by REQF's employees or the employees of any contractor or subcontractor employed at or performing work with respect to the Facility;

19.1.4 war, insurrection, civil disturbance, sabotage or riot;

19.1.5 actions or inactions of civil or military authority (including courts, Governmental Agencies or administrative agencies;

19.1.6 failure to obtain Governmental Approvals as a result of a change in any Legal Requirement;

19.1.7 changes in law materially adversely affecting operation of the Facility;

19.1.8 lack of fuel caused by a Force Majeure Event;

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(Continued from Sheet No. 32.47)

19.1.9 the failure of performance by any third party having an Contract with REQF, including, without limitation, any vendor, supplier, or customer of REQF that is excused by reason of Force Majeure (or comparable term), as defined in REQF's Contract with such third party but only if such event would also constitute Force Majeure as defined in this Contract; and

19.2 Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility, shall not be considered an event of Force Majeure, unless the REQF can conclusively demonstrate, to the reasonable satisfaction of Buyer, that the event was not reasonably foreseeable, was beyond the REQF's reasonable control and was not caused by the negligence or lack of due diligence of the REQF or its contractors or suppliers.

19.3 Obligations Under Force Majeure.

19.3.1 If either Party is rendered unable, wholly or in part, to perform some or all of its obligations under this Contract (other than obligations to pay money) as a direct result of a Force Majeure event, despite all reasonable efforts of such Party to prevent or mitigate its effects, then, during the continuance of such inability, the obligation of such Party to perform the obligations so affected shall be suspended, except as provided in this Section 19. If REQF is the Affected Party, the CCDD shall be extended day for day for the duration of the effects of a Force Majeure Event.

19.3.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure, in either case within two (2) business days thereof. Upon the conclusion of the Force Majeure Event, the Party relying on such Force Majeure Event shall, with all reasonable dispatch, take all steps reasonably necessary to resume the obligation(s) previously suspended.

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- 19.3.3 The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.
- 19.4 If the REQF suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Contracted Capacity, the REQF may, upon notice to Buyer, temporarily adjust the Contracted Capacity as provided below. Such adjustment shall be effective the first calendar day immediately following Buyer's receipt of the notice or such later date as may be specified by the REQF. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.
- 19.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the REQF shall temporarily set the Contracted Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Contracted Capacity that existed prior to the Force Majeure. If the Contracted Capacity is 0 KW, Buyer shall have no obligation to make capacity payments hereunder.
- 19.6 If at anytime during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the REQF shall temporarily set the Contracted Capacity at the maximum capability that the Facility can reasonably be expected to operate.
- 19.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Contracted Capacity shall be restored to the Contracted Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this contract, upon such cessation or cure, Buyer shall have the right to require a Contracted Capacity Test to demonstrate the Facility's compliance with the requirements of this Section. Any Contracted Capacity Test required by Buyer under this Section shall be additional to any Contracted Capacity test under Section 6.5.
- 19.8 During the occurrence of an event of Force Majeure and a reduction in Contracted Capacity under this Section, all Monthly Capacity Payments shall reflect pro rata, the reduction in Contracted Capacity.

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- 19.9 The REQF agrees to be responsible and pay for the costs necessary to reactivate the Facility and/or the interconnection with the Buyer's system if the same is (are) rendered inoperable due to actions of the REQF, its agents, or Force Majeure events affecting the REQF, the Facility or the interconnection with the Buyer. Buyer agrees to reactive, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by Buyer or its agents.
- 19.10 Notwithstanding the foregoing, a Party shall not be excused under this Section 19, (i) for any non-performance of its obligations under this Contract having a greater scope or longer period than is justified by the Force Majeure Event, (ii) for the performance of obligations that arose prior to the Force Majeure Event, or (iii) to the extent absent the Force Majeure Event the Affected Party would nonetheless have been unable to perform its obligations under this Contract.
- 19.11 No Economic Force Majeure. Force Majeure Events do not include changes in market conditions.
- 19.12 Extended Force Majeure Event After the CCDD.
- 19.13 If an Affected Party reasonably believes that a Force Majeure Event that is preventing it from performing its obligations hereunder could result in a suspension of such performance for a period of one (1) month or longer, the Affected Party shall submit a plan acceptable to the other Party to overcome the Force Majeure Event. Such plan shall be submitted within thirty (30) Business Days of the start of the Force Majeure Event. The plan shall set forth a course of repairs, improvements, changes to operations or other actions which could reasonably be expected to permit the Affected Party to resume performance its obligations under this Contract within a reasonable time frame projected in the plan. While such a plan is in effect, the Affected Party shall provide weekly status reports to the other Party notifying the other Party of the steps which have been taken to remedy the Force Majeure Event and the expected remaining duration of the Party's inability to perform its obligations. If the Force Majeure Event has not been overcome within five (5) months from its inception, the Parties shall meet to reassess the amount of time that is likely to pass before the Affected Party can reasonably be expected to resume performance under this Contract, and the Affected Party shall have thirty (30) days to establish a revised plan acceptable to the Non-Affected Party to overcome the Force Majeure Event within twelve (12) months of its beginning. If at the end of such thirty (30) days one or both of the

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Parties reasonably concludes that the Force Majeure Event cannot be reasonably be expected to be overcome within twelve months of the beginning of the Force Majeure Event, the Non-Affected Party may terminate this Contract with five (5) days notice to the Affected Party. Upon termination of this Contract as provided in this Section 19.4, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination and those that survive termination as listed in Section 3.2. In addition to the foregoing, the Non-Affected Party not prevented from performing its obligations due to the Force Majeure Event may terminate this Contract upon ten (10) Days prior written notice if (a) the Affected Party fails to provide a Force Majeure remedy plan as provided for in this Section 19.4, (b) the Affected Party fails to carry out the Force Majeure remedy plans in a method reasonably designed to cause that Party to be able to perform its obligations hereunder within twelve (12) months of the Force Majeure Event occurring, or (c) within five (5) Business Days after a request, the REQF fails to provide a weekly status report to the other Party.

19.14 No obligation of either Party that arose before the Force Majeure Event causing the suspension of performance or that arise after the cessation of the Force Majeure Event shall be excused by the Force Majeure Event. The suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure Event.

## 20. REPRESENTATIONS AND WARRANTIES

20.1 Representations and Warranties of REQF. REQF hereby makes the following representations and warranties to Buyer that as of the Effective Date:

20.1.1 REQF is a [insert] (corporation, partnership, or other, as applicable) duly organized, validly existing and in good standing under the laws of the State of [insert] and has the full corporate and legal power and authority to own (or hold under lease) and use its properties, to carry on its business as now being conducted and to enter into this Contract and, subject to the receipt of applicable Governmental Approvals and other regulatory approvals, carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Contract.

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- 20.1.2 This Contract constitutes the legal, valid and binding obligation of REQF, enforceable in accordance with its terms. Upon the execution and delivery by REQF of this Contract and each other Contract to be executed or delivered by any or all of REQF and Shareholders at the Closing (collectively, the "REQF's Closing Documents), each of REQF's Closing Documents will constitute the legal, valid and binding obligation of each enforceable in accordance with its terms. REQF has the absolute and unrestricted right, power and authority to execute and deliver this Contract and the REQF's Closing Documents to which it is a party and to perform its obligations under this Contract and the REQF's Closing Documents, and such action has been duly authorized by all necessary action by REQF's shareholders and board of directors and any other applicable committees of the board.
- 20.1.3 Neither the execution and delivery of this Contract nor the consummation or performance of any of the terms and conditions of this Contract will, directly or indirectly (with or without notice or lapse of time):
- (a) Breach (a) any provision of any of the Governing Documents of REQF or (b) any resolution adopted by the board of directors or the shareholders of REQF;
  - (b) Breach or give any Governmental Agency or other person the right to challenge any of the contemplated transactions pursuant to this Contract or to exercise any remedy or obtain any relief under any Legal Requirement or any order to which REQF may be subject;
  - (c) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Agency the right to revoke, withdraw, suspend, cancel, terminate or modify, any Government Approval that is held by REQF or that otherwise relates to the Facility or to the business of REQF;
  - (d) Cause Buyer to become subject to, or to become liable for the payment of, any Tax;
  - (e) Breach any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any contract to which REQF is a party that is material to and would permanently prevent REQF from performing its responsibilities under this Contract;

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REQF is not required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Contract or the consummation or performance of any of the terms and conditions as contemplated herein. REQF has obtained all permits, licenses, Governmental Approvals and consents of Governmental Agencies required for the lawful performance of its obligations hereunder.

20.1.4 This Contract constitutes the legal, valid and binding obligation of REQF enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

20.1.5 There is no pending, or to the Knowledge of REQF, threatened action or proceeding affecting REQF before any Governmental Agency which purports to affect the legality, validity or enforceability of this Contract. REQF has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. REQF is in compliance with all Legal Requirements and Governmental Approvals as more fully stated below, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on REQF or Buyer.

20.1.5(A) Legal Requirements.

(a) REQF is, and at all times since \_\_\_\_\_, 200 has been, in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Facility;

(b) No event has occurred or circumstance exists that (with or without notice or lapse of time): (i) may constitute or result in a violation by REQF of, or a failure on the part of REQF to comply with, any Legal Requirement; or (ii) may give rise to any obligation on the part of REQF to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(Continued on Sheet No. 32.54)

(Continued from Sheet No. 32.53)

- (c) REQF has not received, at any time since \_\_\_\_\_, 200 , any notice or other communication (whether oral or written) from any Governmental Agency or any other person regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any Legal Requirement; or (ii) any actual, alleged, possible or potential obligation on the part of REQF to undertake, or to bear all or any portion of the cost of, any remedial action of any nature;

20.1.5(B) Governmental Approvals.

- (a) REQF is, and at all times since \_\_\_\_\_, 200 has been, in full compliance with each Governmental Approval that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Facility;
- (b) Except as expressly contemplated herein, neither the execution and delivery by the REQF of this Contract, nor the consummation by the REQF of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing or any document with, or the taking of any other action in respect of Governmental Authority, except in respect of permits (i) which have already been obtained and are in full force and effect or (ii) are not yet required (and with respect to which the REQF has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore);
- (c) No event has occurred or circumstance exists that may (with or without notice or lapse of time): (i) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Approval or (ii) result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any applicable Governmental Approval;

(Continued on Sheet No. 32.55)

(Continued from Sheet No. 32.54)

- (d) REQF has not received, at any time since \_\_\_\_\_, 200 any notice or other communication (whether oral or written) from any Governmental Agency or any other person regarding: (i) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Approval or (ii) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Approval; and
  - (e) All applications required to have been filed for the renewal of the Governmental Approvals have been duly filed on a timely basis with the appropriate Governmental Agencies, and all other filings required to have been made with respect to such Governmental Approvals have been duly made on a timely basis with the appropriate Governmental Agencies.
- 20.1.6 There is no pending or, to REQF's Knowledge, threatened action, suit, investigation or proceeding at law or in equity (a) by or against REQF or that otherwise relates to or may affect the business of, or the Facility owned or used by REQF; of (b) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated herein. To the Knowledge of REQF: (a) there has been no violation or default with respect to any law which could adversely affect or impair the transactions contemplated herein; (b) no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such proceeding; and, (c) there are no proceedings that could have a material adverse effect on the business, operations, assets, condition or prospects of REQF or upon the Facility.
- 20.1.7 There are no claims, liabilities, investigations, litigation, administrative hearings, whether pending, or, to the Knowledge of the REQF, threatened, or judgments or orders relating to any Hazardous Material (collectively called "Environmental Claims") asserted or threatened against the REQF or relating to the Facility. The REQF has not caused or permitted any Hazardous Material to be used, generated, reclaimed, transported, released, treated, stored or disposed of in a manner which could form the basis of an Environmental Claim against the REQF or potentially the Buyer.

(Continued on Sheet No. 32.56)

(Continued from Sheet No. 32.55)

- 20.1.8 To the best of its knowledge after diligent inquiry, the REQF knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by Governmental Authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.
- 20.1.9 REQF is not now insolvent and will not be rendered insolvent by any of the transactions contemplated herein. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of REQF exceeds the present fair saleable value of REQF's assets.
- 20.1.10 REQF has paid, or made provision for the payment of, all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or pursuant to any assessment received by REQF, except such Taxes, if any, that are being contested in good faith and as to which adequate reserves (determined in accordance with Generally Accepted Accounting Principals).
- 20.1.11 The REQF represents and warrants that the Facility meets the renewable energy requirements of Section 366.91, Florida Statutes, and that the REQF shall continue to meet the requirements of that Section throughout the term of this Contract. Buyer shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the REQF that Buyer deems necessary to verify that the Facility meets such requirements.
- 20.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to REQF:
- 20.2.1 Buyer is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer is qualified to do business in the State of Florida and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Contract and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Contract.

(Continued on Sheet No. 32.57)

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- 20.2.2 The execution, delivery and performance by Buyer of this Contract has been duly authorized by all necessary corporate action in accordance with Buyer's policies and procedures, and does not and will not require any consent or approval other than that which has been obtained.
- 20.2.3 The execution and delivery of this Contract, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Contract do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or its Sections of incorporation or bylaws, or any deed of trust, mortgage, loan Contract, other evidence of indebtedness or any other Contract or instrument to which either Buyer is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.
- 20.2.4 This Contract constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.
- 20.2.5 There is no pending, or to the Knowledge of buyer, threatened action or proceeding affecting it before any Governmental Agency which purports to affect the legality, validity or enforceability of this Contract.

## 21. INTERCONNECTION

- 21.1 Facilities. REQF shall own, operate, maintain and control during the Term at its sole cost and expense all Interconnection Facilities located on the Facility Site up to, but not including, the Point of Interconnection. REQF shall pay all costs associated with interconnecting the Facility to the Interconnected Utility System.

(Continued on Sheet No. 32.58)

(Continued from Sheet No. 32.57)

## 22. TAXES

22.1 Applicable Taxes. Subject to the provisions of Section 10.3, each Party shall be responsible for the payment of all Taxes imposed on its own income or net worth. Except as provided in this Section 22, REQF shall be responsible for the payment of all present or future federal, state, municipal or other lawful Taxes applicable by reason of the operation of the Facility or assessable on REQF's property or operations including taxes on (a) the purchase by REQF or delivery of fuel to the Facility, and (b) production of electricity. To the extent required by applicable law, Buyer shall pay any sales, use, excise, and any other similar Taxes, if any, imposed or levied by a governmental agency on the sale or use of or payments for the Electric Energy sold and delivered under this Contract arising at or after the Point of Delivery.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer shall indemnify, defend, and hold REQF harmless from any liability for all such Taxes for which Buyer is responsible. REQF shall indemnify, defend, and hold Buyer harmless from any liability from all such Taxes for which REQF is responsible. Buyer shall reimburse REQF promptly on demand for the amount of any such Tax that is Buyer's responsibility hereunder that REQF remits, plus any penalties and interest incurred and remitted, except such penalties as result from REQF's conduct. REQF shall reimburse Buyer promptly on demand for the amount of any such tax that is REQF's responsibility hereunder that Buyer remits, plus any penalties, interest incurred and remitted, except penalties as result from Buyer's conduct.

22.2 Contested Taxes. Neither Party shall be required to pay any such Tax, assessment, charge, levy, account payable or claim if the validity, applicability or amount thereof is being contested in good faith by appropriate actions or proceedings (including posting security as may be required) which will prevent the forfeiture or sale of any property utilized under this Contract or any material interference with the use thereof.

(Continued on Sheet No. 32.59)

(Continued from Sheet No. 32.58)

22.3 Other Costs and Charges. REQF and Buyer will pay and discharge all lawful assessments and governmental charges or levies imposed upon it or in respect to all or any part of its property or business, all trade accounts payable in accordance with usual and customary business terms, and all claims for work, labor, or materials which, if unpaid might become a lien or charge upon any of its property. REQF shall be responsible for all costs or charges imposed in connection with the delivery of the Electric Energy at the Point of Delivery, including but not limited to transmission costs and charges. Without limiting the generality of the foregoing or any other provision in this Contract, REQF shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Legal Requirements and the terms and conditions of this Contract, and (b) all Taxes and charges, however characterized, or now existing or hereinafter imposed on or with respect to the Facility, and its Operation.

### 23. MISCELLANEOUS PROVISIONS

- 23.1 Non-Waiver. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Contract, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.
- 23.2 Relationship of Parties. This Contract shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Contract or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 23.3 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the successors and Permitted Assigns of the Parties.
- 23.4 Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions.

(Continued on Sheet No. 32.60)

(Continued from Sheet No. 32.59)

- 23.5 Counterparts. This Contract may be executed in more than one counterpart, each of which may be signed by fewer than all Parties, but all of which constitute the same Contract.
- 23.6 Third Party Beneficiaries. This Contract is intended solely for the benefit of the Parties hereto. Nothing in this Contract shall be construed to create a duty to or standard of care with reference to, or any liability to, any Person not a Party to this Contract.
- 23.7 Venue. Any legal action pertaining to this Contract should be originated in Duval County, Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida.
- 23.8 Several Obligations. Nothing contained in this Contract shall be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation, or liability on or between the Parties. If REQF includes two or more parties, each such party shall be jointly and severally liable for REQF's obligations under this Contract.
- 23.9 Partial Invalidity. The Parties do not intend to violate any laws governing the subject matter in this Contract. If any of the terms of this Contract are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Contract shall remain in effect. The Parties shall use best efforts to amend this Contract to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (a) comply with and are enforceable under applicable law, (b) give effect to the intent of the Parties in entering into this Contract and (c) preserve the balance of the equities contemplated by this Contract in all material respects.
- 23.10 Media. Any media announcement, publication etc using referring to Buyer is required to have Buyer's review and approval prior to publishing.
- 23.11 Project Viability. To assist Buyer in assessing the REQF's financial and technical viability, the REQF shall provide the information and documents requested in Appendix B or substantially similar documents, to the extent the documents apply to the type of Facility covered by the Contract, and to the extent the documents are available. All documents to be considered by Buyer must be submitted at the time this Contract is presented to Buyer. Failure to provide the following such documents may result in a determination of non-viability by the Buyer.

(Continued on Sheet No. 32.61)



(Continued from Sheet No. 32.60)

23.12 Disclaimer. In executing this Contract, JEA does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the REQF or any assignee of this Contract.

23.13 Complete Agreement and Amendments. All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

23.14 No Waiver. No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

23.15 Set-Off. JEA may at any time, but shall be under no obligation to, set off any and all sums due from the REQF against sums due to the REQF hereunder.

24. NOTICES

Unless otherwise provided in this Contract, any notice, consent or other communication required to be made under this Contract shall be in writing and shall be delivered to the address set forth below or such other address or persons as the receiving Party may from time to time designate by written notice:

If to Buyer, to:  
Contractual:

Buyer  
JEA  
21 W. Church Street T-12  
Jacksonville, FL 32202

If to REQF, to:

\_\_\_\_\_

All notices shall be effective when received.

(Continued on Sheet No. 32.62)

(Continued from Sheet No. 32.61)

25. ENTIRE CONTRACT AND AMENDMENTS.

This Contract supersedes all previous representations, understandings, negotiations and Contracts either written or oral between the Parties hereto or their representatives with respect to the subject matter hereof and constitutes the entire Contract of the Parties with respect to the subject matter hereof. No amendments or changes to this Contract shall be binding unless made in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date set forth at the beginning of this Contract.

BUYER: JEA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REQF: By: \_\_\_\_\_

Form Approved by:

\_\_\_\_\_  
Assistant General Counsel

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**APPENDIX A**

**TO THE STANDARD OFFER CONTRACT STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY QUALIFYING FACILITY**

**I. RATES FOR PURCHASES BY THE BUYER**

Firm Renewable Capacity and Renewable Energy are purchased at a unit cost; in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by the Buyer. For the purpose of this Rate, an Avoided Unit has been designated by the Buyer. The Buyer’s Avoided Unit has been identified as a 82 MW simple-cycle combustion turbine unit with an in-service date of December 1, 2010.

**A. Firm Renewable Capacity Rates**

The avoided capacity costs, in dollars per kilowatt per month, associated with renewable capacity sold to a utility by a REQF pursuant to the Buyer’s Standard Offer Contract shall be defined as the year-by-year value of deferral of the Buyer’s Avoided Unit with an in-service date of December 1, 2010. The year-by-year value of deferral is calculated as the levelized debt service over a 20 year period including operation and maintenance costs for a simple-cycle combustion turbine. Capacity payments will be adjusted annually for inflation at an escalation of 2%.

**EXAMPLE MONTHLY RENEWABLE CAPACITY PAYMENT IN \$/KW/MONTH 2010 COMBUSTION TURBINE AVOIDED UNIT (82 MW) STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS (\$/KW/MONTH)**

Contract Year		Normal Payment
From	To	Starting 12/01/2010
12/1/2010	11/30/2011	3.90
12/1/2011	11/30/2012	4.00
12/1/2012	11/30/2013	4.10
12/1/2013	11/30/2014	4.20
12/1/2014	11/30/2015	4.30
12/1/2015	11/30/2016	4.41

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### **Performance Criteria**

Payments for Firm Renewable Capacity are conditioned on the REQF's ability to maintain the following performance criteria:

#### **1. Capacity Delivery Date**

The Capacity Delivery Date shall be no later than the projected in-service date of the Buyer's Avoided Unit (i.e., December 1, 2010).

#### **2. Availability and Capacity Factor**

The Renewable Facility's availability and capacity factor are used in the determination of firm renewable capacity payments through a performance based calculation as detailed below. Renewable Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

(a) Annual Capacity Billing Factor (ACBF) – This factor is calculated using the 12-month rolling average of the Monthly Capacity Factor. This 12-month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of the calculation, divided by 12. During the first 12 consecutive Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the ACBF shall be performed as follows: (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Capacity Factor (b) thereafter, the calculation of the ACBF shall be computed by dividing the sum of the Monthly Capacity factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average ACBF.

(b) Monthly Capacity Factor (MCF) – The total Scheduled Renewable Energy received during the Monthly Billing Period for which the calculation is made, divided by the total Scheduled Renewable Energy requested during the Monthly Billing Period. During Monthly Billing Period where the number of Dispatch Hours equals zero (0), MCF shall equal 1.0. Dispatch hours are as defined in Section 7.4.6 of the Standard Offer Contract.

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(c) Monthly Billing Period- The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 am on the CCDD and ending with the last calendar date of such month.

(d) In the event that the ACBF at the end of the current Monthly Billing Period is less than 0.9 (90%), then no Monthly Capacity Payment shall be due.

(e) In the event that the ACBF  $\geq$  0.9, then the Capacity Payments (\$) is calculated as the Capacity Payment (above in \$/KW/month) times the Committed Renewable Capacity specified in Section 6.5 in KW.

**B. Renewable Energy Rates**

The energy rate, in cents per kilowatt-hour (¢/kWh), shall be based on the BUYER’s actual hourly avoided energy costs which are calculated by JEA. BUYER’s projected avoided energy costs are calculated based on BUYER’s forecast of fuel prices, system characteristics, and system operations. BUYER’s actual avoided energy costs are determined by evaluating the marginal cost of BUYER’s generation for each historical hour of the billing period and multiplying this cost times the energy produced and delivered to BUYER during the same hour by the REQF. All purchases of renewable energy shall be adjusted for losses from the point of metering to the point of interconnection.

**Estimated As-Available Energy Cost**

For informational purposes only, the estimated incremental avoided energy costs for the next four semi-annual periods are as follows.

<b><u>Applicable Period</u></b>	<b><u>On-Peak ¢/KWH</u></b>	<b><u>Off-Peak ¢/KWH</u></b>	<b><u>Average ¢/KWH</u></b>
October 1, 2005 – March 31, 2006	6.75	3.89	4.59
April 1, 2006 – September 30, 2006	7.81	4.67	5.50
October 1, 2006 – March 31, 2007	6.31	3.77	4.39
April 1, 2007 – September 30, 2007	6.83	3.91	4.69

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thanksgiving Day, Christmas Day, and New Year’s Day. BUYER shall have the right to change such On-Peak Hours by providing the REQF a minimum of thirty calendar days’ advance written notice.

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## **II. CHARGES TO RENEWABLE ENERGY FACILITY**

The REQF shall be responsible for all applicable charges as currently approved or as they may be approved by the Buyer's Governing Board, including, but not limited to:

### **A. Basic Monthly Charges**

REQF, as a customer of Buyer and as a Facility who receives energy from Buyer, will be applicable for all charges in the Applicable JEA Electric Tariff.

### **B. Interconnection Charge for Non-Variable Utility Expenses**

The REQF shall bear the cost required for interconnection, including the metering. The REQF shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Buyer adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Buyer for actual costs progressively incurred by the Buyer in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Buyer shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Buyer thirty (30) days prior to the date of each installment payment by the REQF.

### **C. Interconnection Charge for Variable Utility Expenses**

The REQF shall be billed monthly for the variable utility actual expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Buyer's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the REQF if no sales to the Buyer were involved.

## **III. TERMS OF SERVICE**

- (1) It shall be the REQF's responsibility to inform the Buyer of any change in its electric generation capability.
- (2) Any electric service delivered by the Buyer shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
- (3) The Buyer shall specify the point of interconnection and voltage level.
- (4) The REQF must enter into an interconnection agreement with the Buyer which will, among other things, specify safety and reliability standards for the interconnection to the Buyer's system.
- (5) Service under this rate schedule is subject to the rules and regulations of the Buyer.

(Continued on Sheet No. 32.67)

(Continued from Sheet No. 32.66)

**SPECIAL PROVISIONS**

Special contracts deviating from the above standard rates are allowable provided the Buyer agrees to them.

## APPENDIX B

**TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION**

Each eligible Renewable Contract received by JEA will be evaluated to determine if the underlying REQF project is financially and technically viable. The REQF shall to the extent available, provide JEA with a detailed project proposal which addresses the information requested below.

**I. FACILITY DESCRIPTION**

- Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - Legal Description of Site
- Generating Technology
- Facility Classification (include types from statute)
- Primary Renewable Fuel
- Alternate Renewable Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - Street Address
  - Legal Description of Steam Host
  - Host's annual steam requirements (lbs/yr)
- Contact Person
  - Individual's Name and Title
  - Company Name
  - Address
  - Telephone Number
  - Telecopy Number

(Continued on Sheet No. 32.68)

(Continued from Sheet No. 32.67)

**II. PROJECT PARTICIPANTS**

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - Project Development
  - Siting and Licensing the Facility
  - Designing the Facility
  - Constructing the Facility
  - Securing the Renewable Fuel Supply
  - Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the REF.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

**III. RENEWABLE FUEL SUPPLY**

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (e.g., Btu content, sulfur content, ash content, etc.). Identify special considerations regarding renewable fuel supply origin, source and handling, storage and processing requirements.
- Provide annual renewable fuel requirements (ARFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

Category	Description of Renewable Fuel Supply Arrangement
Developed =	renewable fuel is from a fully developed
owned =	source owned by one or more of the project participants
contract =	fully executed firm renewable fuel contract exists between the developer(s) and renewable fuel supplier(s)
LOI =	a letter of intent for the renewable fuel supply exists between developer(s) and renewable fuel supplier(s)
REF =	renewable energy facility will burn biomass, waste, or another renewable resource
spot =	renewable fuel supply will be purchased on the spot market
none =	no firm renewable fuel supply arrangement currently in place
other =	renewable fuel supply arrangement which does not fit any of the above categories (please describe)

(Continued on Sheet No. 32.69)



(Continued from Sheet No. 32.68)

- Indicate the percentage of the Facility's ARFR which is covered by the above renewable fuel supply arrangement(s) for each proposed operating year. The percent of ARFR covered for each operating year must total 100%. For renewable fuel supply arrangements identified as owned, contract, or letter of intent, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Renewable Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual renewable fuel transportation requirements (ARFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the renewable fuel transportation arrangements in place to meet the ARFTR in each year of the proposed operating life of the Renewable Energy Facility. Use the categories below to describe the current arrangement for securing the ARFTR.

owned = renewable fuel transport via a fully developed system owned by one or more of the project participants

contract = fully executed firm renewable transportation contract exists between the developer(s) and renewable fuel transporter(s)

LOI = a letter of intent for renewable fuel transport exists between developer(s) and renewable fuel transporter(s)

Spot = renewable fuel transportation will be purchased on the spot market

none = no firm renewable fuel transportation arrangement currently in place

other = renewable fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's ARFR which is covered by the above renewable fuel supply arrangement(s) for each proposed operating year. The percent of ARFR covered for each operating year must total 100%. For renewable fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average renewable fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

(Continued on Sheet No. 32.70)

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**IV. PLANT DISPATCHABILITY/CONTROLLABILITY**

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

**V. SITING AND LICENSING**

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify, key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

**VI. FACILITY DEVELOPMENT AND PERFORMANCE**

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.

(Continued on Sheet No. 32.71)

(Continued from Sheet No. 32.70)

- Attach preliminary flow diagrams for the steam system, water system, and renewable fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50% and minimum load. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute]

## VII. FINANCIAL

- Provide JEA with assurances that the proposed REF project is financially viable by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Capacity Payments (\$ and \$/kW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Steam Revenues (\$ and %/lb.)
    - Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)
  - Annual Project Expenses
    - Fixed O&M (\$ and \$/kW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Property Taxes (\$)
    - Insurance(\$)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %/yr)
    - Other Expenses(\$)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)

(Continued on Sheet No. 32.72)

(Continued from Sheet No. 32.71)

- Other Project Information
  - Installed Cost of the Renewable Energy Facility (\$ and \$/kW)
  - Committed Renewable Capacity (kW)
  - Average Heat Rate - HHV (MBTU/kWh)
  - Federal Income Tax Rate (%)
  - Facility Capacity Factor (%)
  - Renewable Energy Sold to JEA (MWhs)
- Permanent Financing
  - Permanent Financing Term (yrs)
  - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
  - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
  - Annual Interest Expense
  - Annual Debt Service (\$)
  - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

**JEA**  
**Renewable Generation Interconnection Agreement**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and JEA, a body politic and corporate, with a business address of 21 W. Church St., Jacksonville, FL 32202. Customer and JEA shall collectively be called the "Parties". The physical location/premises where the interconnection is taking place is: \_\_\_\_\_.

**WITNESSETH**

**Whereas**, JEA, operates an electric distribution system serving Duval County and surrounding areas;

**Whereas**, Customer has made a written Application to JEA, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

**Whereas**, JEA desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of JEA customers and employees, reliability and integrity of its distribution system;

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

**Section 1. Definitions**

"Customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the Customer's electricity requirements with renewable energy that is generated using 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.

"Green Tags" shall mean any and all renewable energy credits (RECs), renewable energy certificates (RECs), 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.

(Continued on Sheet No. 33.1)

(Continued from Sheet No. 33.0)

“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 JEA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

“Net Metering” means a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer’s electricity consumption on-site.

“Renewable Energy” means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

“Renewable Generation System” means electric generating system located on a customer’s premises that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy.

## **Section 2. Scope of Agreement**

2.01. This Agreement defines the terms and conditions under which JEA and Customer agree to interconnect Customer-Owned Renewable Generation of 100 kW or less to JEA’s electric system.

## **Section 3. Interconnection Application**

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to JEA a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

## **Section 4. Applicable Codes and Standards**

4.01. Prior to operating in parallel with JEA’s electric system, Customer shall certify that the customer-owned renewable generation equipment, 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;

(Continued on Sheet No. 33.2)

(Continued from Sheet No. 33.1)

- 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.

4.02. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to JEA.

### **Section 5. Inspection Requirements**

5.01. Prior to commencing parallel operation with JEA's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to JEA.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with JEA's electric system, authorized JEA representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement. At least 10 business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to JEA advising JEA of the date and time at which Customer intends to place the system in service, and JEA shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

5.03. JEA shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when JEA may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, JEA shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet JEA's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by JEA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any JEA inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. JEA's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

(Continued on Sheet No. 33.3)

(Continued from Sheet No. 33.2)

### **Section 6. Net Metering**

6.01. JEA will allow customer-owned renewable generation up to 100 kW under the JEA Net Metering Policy. Proposed installations which are greater than 100 kW in capacity will be outside of this policy and would need a specific Purchased Power Agreement with JEA which will be based on avoided cost principles. The JEA net metering policy is primarily intended to facilitate generation from renewable energy sources to offset part or all of the customer's energy requirements.

### **Section 7. Electric System Protection Requirements**

7.01. Customer certifies that the customer-owned renewable generation equipment includes an interactive inverter or interconnection system equipment that ceases to interconnect with JEA upon a loss of JEA 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).

### **Section 8. Modifications and/or Additions to the Customer-Owned Renewable Generation System**

8.01. It is the Customer's responsibility to notify JEA of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least 60 days prior to making the modifications.

8.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same JEA-interactive inverter for both systems; or (ii) utilizes a separate JEA - interactive inverter for each system, then Customer shall provide JEA with 60 days written notice of the addition.

### **Section 9. Gross Power Rating**

9.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's JEA distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

(Continued on Sheet No. 33.4)



(Continued from Sheet No. 33.3)

### **Section 10. Administrative Requirements**

10.01. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by JEA within 30 calendar days of receipt of a completed application. Customer must execute this Agreement and return it to JEA at least 30 calendar days prior to beginning parallel operations with JEA's electric system and within one (1) year after JEA executes this Agreement.

10.02. Once JEA has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a JEA representative, JEA will, within 30 business days, send written notice that parallel operation of the customer-owned renewable generation system may commence.

### **Section 11. Customer Insurance Requirements**

11.01. JEA strongly recommends that the customer maintain property, liability and worker's compensation insurance for customer-owned renewable generation.

### **Section 12. Customer Equipment**

12.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage due to normal and abnormal operations that occur on JEA's electric system in delivering and restoring system power. 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. Such inspection should occur after large storms have traversed Customer's location and after connection with JEA's system has been restored.

### **Section 13. Manual Disconnect Switch**

13.01. Customer shall install, at customer's sole 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 JEA's electric system such that back feed from the customer-owned renewable generation system to JEA'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 JEA and capable of being locked in the open position with a JEA padlock. When locked and tagged in the open position by JEA,

(Continued on Sheet No. 33.5)

(Continued from Sheet No. 33.4)

this switch will be under the control of JEA. The switch shall meet all applicable local and national electrical codes for the installed renewable generation system (RGS) system. The switch shall be permanently labeled with three inch high letters clearly stating "JEA (name of RGS). DISCONNECT". If the switch is mounted out of sight of the meter, permanent mounted instructions must be posted at the meter clearly stating the location of the disconnect switch.

13.02. JEA may open the switch, isolating the customer-owned renewable generation system (RGS), without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, JEA shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by JEA as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- JEA electric system emergencies or maintenance requirements.
- Hazardous conditions existing on JEA's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by JEA.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of JEA's other electric consumers caused by the RGS as determined by JEA.

13.03. On termination of services pursuant to this Agreement, JEA shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from JEA's electric supply system, notify JEA that the isolation is complete, and coordinate with JEA for return of JEA's lock.

#### **Section 14. Metering Equipment**

14.01. JEA 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by JEA to Customer, and also measure energy delivered by Customer to JEA. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

(Continued on Sheet No. 33.6)

(Continued from Sheet No. 33.5)

### **Section 15. Renewable Energy Credits**

Pursuant to the JEA Net Metering Policy:

15.01. For customer-owned renewable generation up to 100 kW, Customer may retain the green tags. Customer shall offer JEA a first right of refusal before selling or granting to any third party the right to the green tags associated with its customer-owned renewable generation that is interconnected to the JEA electric distribution system.

### **Section 16. Indemnification**

16.01. Customer agrees to indemnify, defend and hold harmless JEA, its subsidiaries or affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns against any and all liability, loss, damage, cost or expense, including attorney's fees, which JEA, its subsidiaries, affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. This indemnification shall survive the term of this Agreement for events that occurred during the Agreement term.

### **Section 17. Assignment**

17.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without JEA's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to JEA at least 30 days prior to the change in ownership. The new owner will be required to assume in writing 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.

### **Section 18. Lease Agreements and Retail Purchase of Electricity**

18.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide JEA a copy of the lease agreement for any leased interconnection or generation equipment. 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 JEA, 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.

(Continued on Sheet No. 33.7)

(Continued from Sheet No. 33.6)

### **Section 19. Entire Agreement**

19.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between JEA 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.

### **Section 20. Governing Law & Tariff**

20.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and JEA's Tariff as it may be modified, changed, or amended from time to time.

20.02. This Agreement incorporates by reference the terms of the JEA Electric Documentation Volume 1 filed with the Florida Public Service Commission by JEA, including associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) as amended from time to time. To the extent of any conflict between this Agreement and such Electric Documentation Volume 1, the Electric Documentation Volume 1 shall control.

20.03. JEA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, JEA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

20.04. Customer agrees to furnish JEA with an IRS Form W-9 at the time that the contract is executed. Customer understands that JEA is required to, and will report the dollar value of, the kWh credits for the electricity that the customer sells to JEA on IRS Form 1099-MISC. Customer further understands that these credits may be subject to U. S. Federal Income Tax.

20.05. Customer also understands that JEA will bill, and that the customer is liable for, all applicable State and local Utility Taxes on the gross amount of electric power that the customer purchases from JEA. Gross Utility Taxes are not reduced by the credits that the customer receives for selling power back to JEA.

(Continued on Sheet No. 33.8)

(Continued from Sheet No. 33.7)

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

**JEA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title, if Corporation)

\_\_\_\_\_  
(Customer Account Number)

Date: \_\_\_\_\_

**JEA**  
**Renewable Generation Interconnection Agreement**  
**Tier 3 Net Metering**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, Zip Code: \_\_\_\_\_ and JEA, a body politic and corporate, with a business address of 21 W. Church St., Jacksonville, FL 32202. Customer and JEA shall collectively be called the "Parties". The physical location/premises where the interconnection is taking place is: \_\_\_\_\_.

**WITNESSETH:**

**Whereas**, JEA, operates an electric distribution system serving Duval County and surrounding areas; and

**Whereas**, Customer has made a written Application to JEA, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

**Whereas**, JEA desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of JEA customers and employees, reliability and integrity of its distribution system.

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

**Section 1. Definitions**

“Customer-owned renewable generation” means an electric generating system located on a customer’s premises that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy that is generated using 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.

"Green Tags" shall mean any and all renewable energy credits (RECs), renewable energy certificates (RECs), 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.

GPR or “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 JEA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

(Continued to Sheet 34.1)

(Continued from Sheet 34.0)

“Net Metering” means a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer’s electricity consumption on-site.

“Renewable Energy” means electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

“Renewable Generation System” means electric generating system located on a customer’s premises that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy.

Tier 3 Net Metering – greater than 100 kW and less than or equal to 2 MW

## **Section 2. Scope of Agreement**

2.01. This Agreement defines the terms and conditions under which JEA and Customer agree to interconnect Customer-Owned Renewable Generation of greater than 100 kW and less than or equal to 2 MW to JEA’s electric system.

## **Section 3. Interconnection Application and Fees**

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to JEA the “JEA APPLICATION FORM FOR INTERCONNECTION OF TIER 3 RENEWABLE GENERATION SYSTEM (RGS)”.

3.02. The Customer shall be required to pay an application fee of \$1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer’s application and the cost of the “Initial Screen” which perform an initial review of the proposed interconnection’s impact on the JEA’s electric system, as such process is described in Section 12, hereto.

3.02. In the event the Customer-owned renewable generation does not pass the Initial Screen and the Customer elects to proceed with an Interconnection Study, as described in Section 12, hereto, the Customer shall be required to pay in advance the estimated cost of an interconnection study.

## **Section 4. Applicable Codes and Standards**

4.01. Prior to operating in parallel with JEA’s electric system, Customer shall provide an engineering certification, signed by an engineer licensed in Florida, which certifies that the customer-owned renewable generation equipment, its installation, its operation and its maintenance is in compliance with the following standards:

(Continued to Sheet 34.2)

(Continued from Sheet 34.1)

- 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 most recent version of 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.

4.02. Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to JEA.

### **Section 5. Inspection Requirements**

5.01. Prior to commencing parallel operation with JEA's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to JEA.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with JEA's electric system, authorized JEA representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement.

5.03. JEA shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when JEA may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, JEA shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet JEA's obligations to provide service to its customers.

(Continued to Sheet 34.3)



(Continued from Sheet 34.2)

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by JEA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any JEA inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. JEA's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

### **Section 6. Net Metering**

6.01. JEA will allow customer-owned renewable generation greater than 100 kW and less than or equal to 2 MW under the JEA Tier 3 Net Metering Policy. This JEA net metering policy is primarily intended to facilitate generation from renewable energy sources to offset part or all of the customer's energy requirements.

### **Section 7. Electric System Protection Requirements**

7.01. Customer shall provide a certificate from an engineer licensed in Florida that certifies that the customer-owned renewable generation equipment includes an interactive inverter or interconnection system equipment that ceases to interconnect with JEA upon a loss of JEA 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).

### **Section 8. Modifications and/or Additions to the Customer-Owned Renewable Generation System**

8.01. It is the Customer's responsibility to notify JEA of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least 60 days prior to beginning the modifications.

8.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same JEA-interactive inverter for both systems; or (ii) utilizes a separate JEA - interactive inverter for each system, then Customer shall provide JEA with 60 days written notice of the addition.

### **Section 9. Gross Power Rating**

9.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's JEA distribution service rating at the Customer's location.

(Continued to Sheet 34.4)

(Continued from Sheet 34.3)

### **Section 10. Administrative Requirements and Installation of the Net Meter**

10.01. Customer must execute this Agreement and return it to JEA prior to beginning parallel operations with JEA's electric system. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by JEA within 60 calendar days of receipt of completed required documentation and returned to the customer.

10.02. Once JEA has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a JEA representative, JEA will install the required net metering meter.

### **Section 11. Customer Qualifications**

11.01. Customer-owned renewable generation shall have a Gross power rating that:

- a) does not exceed 90% of the Customer's utility distribution service rating; and
- b) is greater than 100 kW and less than or equal to 2 MW.

Gross power rating for the Customer-owned renewable generation is \_\_\_\_\_.

### **Section 12. Interconnection Study Process**

12.01. Initial Screen

12.01.1. JEA will perform an Initial Screening of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the JEA electric system, consistent with prudent utility practice.

12.01.2. In order to pass the Initial Screen, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on JEA's electric system.

12.01.3. If the Customer's interconnection request passes the Initial Screen, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

12.02. In those instances in which the Customer-owned renewable generation does not pass the Initial Screen, the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the JEA system and what facilities will be required to resolve such impacts.

(Continued to Sheet 34.5)

(Continued from Sheet 34.4)

### 12.03. Interconnection Study

12.03.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Initial Screen.

12.03.2. Upon Customer execution of the Interconnection Agreement; the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer-owned renewable generation.

## **Section 13. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

13.01. The Customer shall pay JEA for the actual cost of any and all JEA Interconnection Facilities and Distribution Upgrades required to implement this Interconnection Agreement. JEA shall provide a best estimate cost, including overheads, for the purchase and construction of JEA's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.

13.02. The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and other equipment; and ii.) operating, maintaining, repairing, and replacing JEA's Interconnection Facilities and Distribution Upgrades.

13.03. JEA shall design, procure, construct, install and own the Interconnection Facilities and Distribution Upgrades, required for JEA to implement this Interconnection Agreement. If JEA and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

## **Section 14. Customer Insurance Requirements**

14.01. The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$2 million during the entire period of this Interconnection Agreement. Initial proof of insurance shall be in the form of a copy of the policy attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection.

(Continued to Sheet 34.6)

(Continued from Sheet 34.5)

### **Section 15. Customer Equipment**

15.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage due to normal and abnormal operations that occur on JEA's electric system in delivering and restoring system power. 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. Such inspection should occur after large storms have traversed Customer's location and after connection with JEA's system has been restored.

### **Section 16. Manual Disconnect Switch**

16.01. Customer shall install, at customer's sole 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 JEA's electric system such that back feed from the customer-owned renewable generation system to JEA'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 JEA and capable of being locked in the open position with a JEA padlock. When locked and tagged in the open position by JEA, this switch will be under the control of JEA. The switch shall meet all applicable local and national electrical codes for the installed renewable generation system (RGS) system. The switch shall be permanently labeled with three inch high letters clearly stating "JEA (name of RGS). DISCONNECT". If the switch is mounted out of sight of the meter, permanent mounted instructions must be posted at the meter clearly stating the location of the disconnect switch.

16.02. JEA may open the switch, isolating the customer-owned renewable generation system (RGS), without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, JEA shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by JEA as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- JEA electric system emergencies or maintenance requirements.
- Hazardous conditions existing on JEA's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by JEA.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of JEA's other electric consumers caused by the RGS as determined by JEA.

(Continued to Sheet 34.7)

(Continued from Sheet 34.6)

16.03. On termination of services pursuant to this Agreement, JEA shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from JEA's electric supply system, notify JEA that the isolation is complete, and coordinate with JEA for return of JEA's lock.

### **Section 17. Metering Equipment**

17.01. JEA 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by JEA to Customer, and also measure energy delivered by Customer to JEA. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

### **Section 18. Renewable Energy Credits**

18.01. Pursuant to the JEA Tier 3 Net Metering Policy:  
For customer-owned renewable generation greater than 100 kW and less than or equal to 2 MW, JEA shall retain any Green Tags associated with the electricity produced by their customer-owned renewable generation equipment.

### **Section 19. Indemnification**

19.01. Customer agrees to indemnify, defend and hold harmless JEA, its subsidiaries or affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns against any and all liability, loss, damage, cost or expense, including attorney's fees, which JEA, its subsidiaries, affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. This indemnification shall survive the term of this Agreement for events that occurred during the Agreement term.

### **Section 20. No Assignment Without JEA Written Permission**

20.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without JEA's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to JEA at least 30 days prior to the change in ownership.

(Continued to Sheet 34.8)

(Continued from Sheet 34.7)

The new owner will be required to assume in writing 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.

### **Section 21. Lease Agreements and Retail Purchase of Electricity**

21.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide JEA a copy of the lease agreement for any leased interconnection or generation equipment. 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 JEA, 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.

### **Section 22. Entire Agreement**

22.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between JEA 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.

### **Section 23. Governing Law & Tariff**

23.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and JEA's Tariff as it may be modified, changed, or amended from time to time.

23.02. This Agreement incorporates by reference the terms of the JEA Electric Documentation Volume 1 filed with the Florida Public Service Commission by JEA, including associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) as amended from time to time. To the extent of any conflict between this Agreement and such Electric Documentation Volume 1, the Electric Documentation Volume 1 shall control.

(Continued to Sheet 34.9)

(Continued from Sheet 34.8)

23.03. JEA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, JEA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

23.04. Customer agrees to furnish JEA with an IRS Form W-9 at the time that the contract is executed. Customer understands that JEA is required to, and will report the dollar value of, the kWh credits for the electricity that the customer sells to JEA on IRS Form 1099- MISC. Customer further understands that these credits may be subject to U. S. Federal Income Tax.

23.05. Customer also understands that JEA will bill, and that the customer is liable for, all applicable State and local Utility Taxes on the net amount of electric power that the customer purchases from JEA. Gross Utility Taxes are reduced by the credits that the customer receives for selling power back to JEA. If the amount of power sold back to JEA is greater than the amount of power purchased from JEA for any given month then taxes will be based only on the Customer Charge. Customer cannot receive a net credit for state or local taxes.

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

**JEA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
Office of General Counsel

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title, if Corporation)

\_\_\_\_\_  
(Customer Account Number)

Date: \_\_\_\_\_

# Streetlight Cost of Service and Rate Design

## Streetlight Total Embedded Cost

### Non-Fuel Energy Cost:

Energy Production - Allocated	\$197,605
City Contribution - Allocated	532,637
	<b>\$730,242</b>

**Customer Cost - Allocated: 432,780**

### Total Capacity/Other Cost:

Relamp Cost - Direct	1,714,355
O&M - Allocated*	959,037
Debt Service - Direct	3,474,177
Swap Expense - Allocated	481,429
Production Capacity - Allocated	1,243,500
Transmission Capacity - Allocated	95,316
Distribution Capacity - Allocated	186,825
R&R-OCO - Allocated	1,418,370
Other	47,402
	<b>9,620,411</b>

**Total Cost of Service \$10,783,433**

Rate Class	Existing Rate Code	Annual kWh	Number of Fixtures	Energy per Fixture (kWh per month)	Monthly Energy Costs (Non-Fuel Energy Cost/Total Annual kWh x Energy)	Monthly Customer Costs (Customer Cost/Number of Fixtures)	Replacement Cost	Total Replacement Cost (Replacement Cost x Number of Fixtures)	Monthly Fixed Costs (Replacement Cost x Fixed Charge Rate)	Monthly Relamp Cost	Monthly Cost	Revenue under Proposed Rates (Monthly Cost x Number of Fixtures x 12)
70W HPS Cobrahead or Post-top	SL73	34,146,108	98,121	29	\$0.27	\$0.27	\$1,006.72	\$98,780,700	\$4.78	\$1.05	\$6.36	\$7,492,215
200W HPS Cobrahead or Floodlight	SL74	18,959,424	17,954	88	\$0.82	\$0.27	\$1,113.17	\$19,985,854	\$5.28	\$1.06	\$7.43	1,600,202
250W HPS Cobrahead	SL75	8,792,064	6,784	108	\$1.00	\$0.27	\$1,107.57	\$7,513,721	\$5.26	\$1.06	\$7.58	617,105
400W HPS Cobrahead or Floodlight	SL72	4,508,244	2,223	169	\$1.57	\$0.27	\$1,165.90	\$2,591,796	\$5.54	\$1.05	\$8.42	224,642
100W MH Decorative Acorn	SL91	29,892	53	47	\$0.44	\$0.27	\$1,866.14	\$98,905	\$8.86	\$1.05	\$10.61	6,750
150W MH Post-top	New150	303,108	377	67	\$0.62	\$0.27	\$1,189.64	\$448,494	\$5.65	\$1.04	\$7.57	34,247
175W MH Post-top	SL70	3,948,960	4,330	76	\$0.70	\$0.27	\$1,189.64	\$5,151,141	\$5.65	\$1.04	\$7.65	397,675
320W MH Cobrahead or Floodlight	New320	599,040	384	130	\$1.21	\$0.27	\$1,177.66	\$452,221	\$5.59	\$1.04	\$8.10	37,327
320W MH Shoebox	New320SB	880,320	560	131	\$1.21	\$0.27	\$3,274.00	\$1,833,440	\$15.54	\$1.04	\$18.06	121,377
400W MH Cobrahead or Floodlight	SL71	3,209,808	1,631	164	\$1.52	\$0.27	\$1,177.66	\$1,920,763	\$5.59	\$1.04	\$8.42	164,714
150W MH Decorative Acorn (Energy & O&M)	New150E	377,880	470	67	\$0.62	\$0.27	\$0.00	\$0	\$0.00	\$1.04	\$1.92	10,842
175W MH Decorative Acorn (Energy & O&M)	SL80	2,668,512	2,926	76	\$0.70	\$0.27	\$0.00	\$0	\$0.00	\$1.04	\$2.01	70,425
320W MH Cobrahead or Floodlight (Energy & O&M)	New320E	49,920	32	130	\$1.21	\$0.27	\$0.00	\$0	\$0.00	\$1.04	\$2.51	964
400W MH Cobrahead or Floodlight (Energy & O&M)	SL82	287,328	146	164	\$1.52	\$0.27	\$0.00	\$0	\$0.00	\$1.04	\$2.82	4,949
		<b>78,760,608</b>	<b>135,991</b>					<b>138,777,037</b>				<b>10,783,433</b>
							Allocated Capacity Costs	\$ 5,949,300				
							Allocated Capacity Costs % of Replacement Cost	4.29%			Energy Costs	\$ 532,637
							Capital Recovery Rate x Gross Assets	\$ 1,956,756			Lamp Energy Costs	\$ 197,605
							Capital Recovery Factor % of Capital Recovery Rate x Gross Assets	1.41%			Customer Costs	\$ 432,780
							Total Fixed Charge Rate	<b>5.70%</b>			Relamp Costs	\$ 1,714,355
											Capital Recovery Rate x Gross Assets	\$ 1,956,756
											Allocated Capacity Costs	\$ 5,949,300
											<b>Total Cost of Service</b>	<b>\$ 10,783,433</b>
											<b>Variance</b>	<b>\$ -</b>



# LED Streetlight Rate Design

Wattage - Type	Fixture Type	Monthly kWh	Installed Cost	Annual Fixed Cost (Installed Cost x Capital Recovery Factor)	Maintenance Cost	Monthly Fixed Cost	Monthly Stranded Cost	Monthly Customer Cost	Monthly Relamp Cost	Monthly Non-Fuel Energy Cost (Energy Cost x kWh)	LED Non-Fuel Monthly Charge
40W LED	Cobra-head (70W LED Equivalent)	15	\$1,113.13	\$63.41	\$0.00	\$5.28	\$0.63	\$0.27	\$0.00	\$0.14	\$6.32
40W LED	Post-top (70W LED Equivalent)	16	\$1,270.16	\$72.36	\$0.00	\$6.03	\$0.63	\$0.27	\$0.00	\$0.15	\$7.07
115W LED	Cobra-head (250W LED Equivalent)	41	\$1,249.09	\$71.16	\$0.00	\$5.93	\$0.63	\$0.27	\$0.00	\$0.38	\$7.20
162W LED	Shoobox (320W LED Equivalent)	59	\$3,470.89	\$197.73	\$0.00	\$16.48	\$0.63	\$0.27	\$0.00	\$0.55	\$17.92
275W LED	Cobra-head (400W LED Equivalent)	99	\$1,492.35	\$85.02	\$0.00	\$7.08	\$0.63	\$0.27	\$0.00	\$0.92	\$8.90

Capital Recovery Factor 5.70%

Non-Fuel Energy Cost \$730,242  
 SL Annual kWh 78,760,608  
 Energy Cost/kWh \$0.00927

STRANDED COST CALCULATION:	
Book Value Aug-2014	\$17,156,730
COJ 84%	\$14,411,653
LED Conversion 93%	\$13,402,838
Bracket Cost	(\$2,361,864)
Stranded Cost	<b>\$11,040,973</b>
Average cost of capital	3.87%
Payment	<b>(\$803,089.69)</b>
Number of LED lights	106,615
Annual Stranded Cost	\$ 7.53
<b>Monthly Stranded Cost</b>	<b>\$ 0.63</b>

Capital Recovery Factor is the SL Models Fixed Charge rate calculated using the embedded cost.

## Discontinuation of GSXLD Streetlight Discount Bill Impact Summary

	FY14 Actuals <sup>1</sup>	Proposed Rates	Proposed Rates w/ LED
Capital Recovery		\$6,505,787	\$7,472,204
Maintenance		\$1,425,630	\$80,227
Non-Fuel Energy Cost		\$578,449	\$318,165
Customer Charge		\$359,753	\$359,753
Stranded Costs		\$0	\$803,090
Environmental		\$38,553	\$21,148
<b>Net Base Charges</b>	<b>\$8,883,586</b>	<b>\$8,908,172</b>	<b>\$9,054,587</b>
Variance		\$24,586	\$171,000
<b>Additional JEA Base Revenue due to discontinuation of discount</b>		<b>\$1,781,634</b>	

1. Previous components of the base charges are unknown leading to the Cost of Service in 2014.

## Large Commercial Rate Reduction Proposal

CURRENT RATES	
<b>General Service Large Demand</b>	<b>2016</b>
Customers	94
kWh	649,133,899
KW	1,437,436
Customer Charge	335.00
kWh	0.02593
Environmental Charge	0.00062
Demand Charge	12.16
Customer Charge Rev	377,880
kWh Rev	16,832,042
Environmental Charge Rev	402,463
Demand Charge Rev	17,479,221
<b>Total</b>	<b>35,091,606</b>

PROPOSED RATES	
<b>General Service Large Demand</b>	<b>2016</b>
Customers	94
kWh	649,133,899
KW	1,437,436
Customer Charge	335.00
kWh	0.02456
Environmental Charge	0.00062
Demand Charge	12.16
Customer Charge Rev	377,880
kWh Rev	15,942,729
Environmental Charge Rev	402,463
Demand Charge Rev	17,479,221
<b>Total</b>	<b>34,202,292</b>

CURRENT RATES	
<b>General Service Large Demand XLD</b>	<b>2016</b>
Customers	15
kWh	397,949,506
KW	754,815
Customer Charge	335.00
kWh	0.01712
Environmental Charge	0.00062
Demand Charge	10.06
Customer Charge Rev	60,300
kWh Rev	6,812,896
Environmental Charge Rev	246,729
Demand Charge Rev	7,593,438
<b>Total</b>	<b>14,713,362</b>

PROPOSED RATES	
<b>General Service Large Demand XLD</b>	<b>2016</b>
Customers	15
kWh	397,949,506
KW	754,815
Customer Charge	335.00
kWh	0.01622
Environmental Charge	0.00062
Demand Charge	10.06
Customer Charge Rev	60,300
kWh Rev	6,452,939
Environmental Charge Rev	246,729
Demand Charge Rev	7,593,438
<b>Total</b>	<b>14,353,405</b>

CURRENT RATES	
<b>General Service Large Demand MA</b>	<b>2016</b>
Customers	37
kWh	270,506,896
KW	468,797
Customer Charge	85.00
kWh	0.02593
Environmental Charge	0.00062
Demand Charge	12.16
Customer Charge Rev	37,740
kWh Rev	7,014,244
Environmental Charge Rev	167,714
Demand Charge Rev	5,700,574
<b>Total</b>	<b>12,920,273</b>

PROPOSED RATES	
<b>General Service Large Demand MA</b>	<b>2016</b>
Customers	37
kWh	270,506,896
KW	468,797
Customer Charge	85.00
kWh	0.02456
Environmental Charge	0.00062
Demand Charge	12.16
Customer Charge Rev	37,740
kWh Rev	6,643,649
Environmental Charge Rev	167,714
Demand Charge Rev	5,700,574
<b>Total</b>	<b>12,549,678</b>

## Large Commercial Rate Reduction Proposal

CURRENT RATES		PROPOSED RATES	
General Service Large Demand TOD		General Service Large Demand TOD	
	2016		2016
Customers	9	Customers	9
On Peak kWh	33,980,360	On Peak kWh	33,980,360
Off Peak kWh	102,598,095	Off Peak kWh	102,598,095
On Peak KW	289,058	On Peak KW	289,058
Off Peak KW	59,930	Off Peak KW	59,930
Customer Charge	350.00	Customer Charge	350.00
On Peak kWh	0.05109	On Peak kWh	0.04839
Off Peak kWh	0.01620	Off Peak kWh	0.01534
On Peak KW	12.31	On Peak KW	12.31
Off Peak KW	7.13	Off Peak KW	7.13
Environmental Charge	0.00062	Environmental Charge	0.00062
Customer Charge Rev	37,800	Customer Charge Rev	37,800
On Peak kWh Rev	1,736,057	On Peak kWh Rev	1,644,333
Off Peak kWh Rev	1,662,089	Off Peak kWh Rev	1,574,273
On Peak KW Rev	3,558,307	On Peak KW Rev	3,558,307
Off Peak KW Rev	427,300	Off Peak KW Rev	427,300
Environmental Charge Rev	84,679	Environmental Charge Rev	84,679
<b>Total</b>	<b>7,506,231</b>	<b>Total</b>	<b>7,326,692</b>
GSLD Base Revenue Current	35,091,606	GSLD Base Revenue Proposed	34,202,292
GSXLD Base Revenue Current	14,713,362	GSXLD Base Revenue Proposed	14,353,405
GLSD MA Base Revenue Current	12,920,273	GLSD MA Base Revenue Proposed	12,549,678
GSLD TOD Base Revenue Current	7,506,231	GSLD TOD Base Revenue Proposed	7,326,692
<b>Total GSLD Revenue Current</b>	<b>70,231,472</b>	<b>Total GSLD Revenue Proposed</b>	<b>68,432,068</b>
		JEA GSLD Base Revenue Reduction	(1,799,404)
		JEA Additional Revenue from discontinuation of GSXLD SL discount	1,781,634
		<b>Variance</b>	<b>(17,769)</b>