

**LEGISLATIVE #**

**120597**

ORDINANCE NO. 120597

AN ORDINANCE OF THE CITY OF GAINESVILLE, FLORIDA, RELATING TO NATURAL GAS, AMENDING ARTICLE VI, NATURAL GAS, OF CHAPTER 27, UTILITIES, SECTIONS 27-271, 27-272, 27-273, 27-275, 27-277, 27-283, 27-286 AND AMENDING APPENDIX A, UTILITIES (5) NATURAL GAS, OF THE CITY OF GAINESVILLE CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE; PROVIDING DIRECTIONS TO THE CODIFIER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at least ten (10) days notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of the public hearings in the City Hall Auditorium, first floor, City Hall, in the City of Gainesville; and

WHEREAS, the public hearings were held pursuant to the published notices described above, at which all interested parties had an opportunity to be, and were, in fact, heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:

Section 1. Portions of Article VI, Natural Gas, of Chapter 27, Utilities, are hereby amended to read as set forth below. Except as amended herein, the remainder of Article VI, Natural Gas, of Chapter 27, Utilities, remains in full force and effect.

Chapter 27 - UTILITIES

ARTICLE VI. – NATURAL GAS

Sec. 27-271. – Definitions.

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1  
2 The following words and phrases when used in this article shall have the meanings  
3 ascribed to them in this section unless the context clearly indicates otherwise:  
4

5 *Consumer.* Any natural or liquid propane gas customer whose application for service has  
6 been accepted by the city and classified either "residential service", "general service",  
7 "~~interruptible large volume service~~", "~~contract interruptible service~~", "~~large volume interruptible~~  
8 ~~service~~" or "liquid propane gas service".  
9

10 ~~*Contract interruptible service.* Interruptible service for commercial purposes to a~~  
11 ~~consumer who meets the following conditions:~~  
12

13 (1) ~~Consumer must demonstrate in the manner prescribed in section 27-272(d) that~~  
14 ~~the adjusted current cost of the alternative fuel used by the consumer is less than~~  
15 ~~the non-fuel energy charge for interruptible service.~~  
16

17 (2) ~~Consumer has executed an interruptible service agreement for service under this~~  
18 ~~rate classification with a minimum term of one year.~~  
19

20 *Large volume interruptible service.* Interruptible Service for commercial and/or  
21 industrial purposes to a consumer who meets the following conditions:  
22

23 (1) ~~Consumer shall have within the preceding twelve (12) month period purchased a~~  
24 ~~minimum of 300,000 therms from the City under this rate classification or other natural~~  
25 ~~gas rate classifications of the City subscribe to the delivery of a minimum of 30,000~~  
26 ~~therms of natural gas per month for a minimum of twelve consecutive months and agree~~  
27 ~~to all terms and conditions of this rate classification as contained in this ordinance and~~  
28 ~~related Appendix A. This rate will be qualified based on a single metered point of~~  
29 ~~delivery only.~~  
30

31 (2) ~~Consumer will be billed for a minimum monthly billing quantity (minimum~~  
32 ~~monthly quantity) for service hereunder of 30,000 therms. minimum of 30,000 therms per~~  
33 ~~month or the actual number of therms delivered per month, whichever is greater.~~  
34

35 (3) ~~Service under this rate classification is subject to annual volume review by the~~  
36 ~~city or anytime at the consumer's request. If reclassification to another rate classification~~  
37 ~~is appropriate, such classification will be prospective.~~  
38

39 (3) Consumer agrees to be served on an interruptible basis under this classification  
40 and specifically understands that the gas service may be interrupted as provided in  
41 Section 27-277 and Appendix A.

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1  
2 (4) Natural gas requirements are for the use of a single business or establishment.

3  
4 (5) Consumer's natural gas distribution system extends only to the consumer's  
5 property.

6  
7 (6) Service under this rate is subject to annual volume review by the city or any time  
8 at the consumer's request. If reclassification to another rate is appropriate and timely,  
9 such classification will be prospective.

10  
11 (7) A responsible legal entity is established to which the city can render its bills for  
12 said service.

13  
14 Retail Sales. Residential, general, ~~interruptible, contract interruptible, and large volume,~~  
15 ~~interruptible and liquid propane gas service.~~

16  
17 **Sec. 27-272. – Base rates for retail service.**

18  
19 (a) *Rates.* The rates to be charged and collected for natural gas furnished by the city to retail  
20 consumers shall be in accordance with the schedule set out in appendix A.

21  
22 (b) *Taxes.* An amount equal to all applicable taxes imposed against the sale or consumption  
23 of natural gas energy shall be added to the rates hereinabove set forth. The United States of  
24 America, the State of Florida, and all political subdivisions, agencies, boards, commissions, and  
25 instrumentalities thereof, and all recognized places of religious assembly are exempt from the  
26 city's utility tax.

27  
28 (c) *Availability.* This service is available to consumers in the natural gas service area both  
29 within and outside the corporate limits of the city.

30  
31 ~~(d) *Adjusted current cost of alternative fuel.* The adjusted current cost of alternative fuel for~~  
32 ~~contract interruptible service shall be the price at which the customer is able to purchase an~~  
33 ~~alternative fuel suitable for use. Such price shall include all applicable taxes and transportation~~  
34 ~~costs, converted to cents per therms, less that payment in cents per therms payable by the~~  
35 ~~consumer under section 27-273(d).~~

36  
37 (de) *Manufactured gas plant cost recovery factor.* The manufactured gas plant cost recovery  
38 factor shall be in place until September 30, 2032. The cost recovery factor shall include costs  
39 associated with the assessment, remediation, clean up and monitoring activities, to the extent  
40 deemed appropriate by the general manager for utilities or his/her designee, related to  
41 contamination resulting from the manufactured gas plant operated by Gainesville Gas Company,

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1 a substantial portion of the assets of which were acquired by the city in January, 1990.

2  
3 **Sec. 27-273. – Purchased gas adjustment.**

4  
5 (a) A purchased gas adjustment shall be added to the base rate for natural gas service to all  
6 retail rate classifications as specified in the schedule set out in appendix A of the Gainesville  
7 Code of Ordinances. The purchased gas adjustment shall be computed to the nearest 0.001¢ per  
8 therm of energy consumed in accordance with the formula specified in subsections (c) and (d) of  
9 this section. The purposes of the purchased gas adjustment are to allocate to each retail customer  
10 rate classification the appropriate amount of system fuel cost associated with the natural gas  
11 service to such customer classification; to specify the amount of such costs that have resulted  
12 from increases in the cost of fuel subsequent to October 1, 1973; and, to segregate that portion of  
13 charges that are exempt from utility tax. For the purposes of this section, system fuel costs shall  
14 be the cost of fuel delivered to the system, which may include adjustments to reflect  
15 extraordinary fuel related expenses or credits. Retail fuel cost shall be system fuel cost less the  
16 fuel cost portion of off-system sales. Off-system sales include all non-retail firm and interruptible  
17 sales to customers not specified under the provisions of this article. Off-system fuel cost shall be  
18 the cost of fuel delivered.

19  
20 (b) The purchased gas adjustment for retail sales each month shall be based on retail fuel cost  
21 and energy sales in therms which are estimated by the general manager for utilities or his/her  
22 designee. When applicable, a levelization amount and a true-up correction factor, which shall be  
23 based on the actual system performance in the second month preceding the billing month, as  
24 certified by independent certified public accountants, shall be applied to the purchased gas  
25 adjustment before applying to customer(s) bills.

26  
27 (c) The following formula shall be used in computing the purchased gas adjustment for all  
28 ~~firm~~ retail sales:

29  
30 Firm Gas Sales

1.	Projected <del>Firm</del> Fuel Cost for the billing month	= \$ _____
2.	Projected therms of <del>Firm</del> Gas Sales for the billing month	= _____ therms
3.	"True-up" Calculation from Second Month Preceding the Billing Month	

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	a. <del>Firm</del> Fuel Revenue from the second month preceding the billing month	
	(1) <del>Firm</del> Purchased Gas Adjustment Revenue	= \$ _____
	(2) Embedded Fuel [c]	= \$ _____
	<i>\$0.06906 × therms of firm sales</i>	
	(3) Total Fuel Revenue	= \$ _____
	<i>Item 3a(1) + Item 3a(2)</i>	
	b. <del>Firm</del> Fuel Cost for Sales from the second month preceding the billing month	
	(1) <del>Firm</del> Fuel Cost [a]	= \$ _____
	(2) Plus taxes and fees [b]	= \$ _____
	<i>Item 3a(3) *0.1919%</i>	
	(3) Total Fuel Cost	= \$ _____
	c. True-Up in the second month preceding the billing month	= \$ _____
	d. Levelization in the second month preceding the billing month	= \$ _____

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	e. True-Up for the billing month	= \$ _____
	<i>Item 3b(3) + Item 3c - Item 3a(3) + Item 3b(3) + Item 3d</i>	
	4. Calculation of <del>Firm</del> Purchased Gas Adjustment for the billing month	
	a. Projected Purchased Gas Adjustment Revenue Required	
	(1) Projected <del>Firm</del> Fuel Cost	= \$ _____
	<i>Item 1</i>	
	(2) True-Up	= \$ _____
	<i>Item 3e</i>	
	(3) Embedded Fuel [c]	= \$ _____
	$\$0.06906 \times \text{therms}$	
	(4) Levelization Amount	= \$ _____
	(5) Total Purchased Gas Adjustment Revenue Requirement	= \$ _____
	<i>Item 4a(1) + Item 4a(2) - Item 4a(3) + Item 4a(4)</i>	

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	b. Firm Purchased Gas Adjustment for the billing month	= \$ _____ per therm
	<i>Item 4a(5)/Item 2</i>	

1

2 **Interruptible Gas Sales**

1.	Projected Interruptible Fuel Cost for the billing month	= \$ _____
2.	Projected <del>therms</del> of interruptible Gas Sales in the billing month	= \$ _____ <del>therms</del>
3.	"True-up" Calculation from Second Month Preceding the Billing Month	
a.	Interruptible Fuel Revenue from the second month preceding the billing month	
	(1) Interruptible Purchased Gas Adjustment Revenue	= \$ _____
	(2) Embedded Fuel <i>[e]</i>	= \$ _____
	<i>\$0.05516 × therms of firm sales</i>	
	(3) Total Fuel Revenue	
	<i>Item 3a(1) + Item 3a(2)</i>	

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	b. Interruptible Fuel Cost for Sales in the second month preceding the billing month	
	(1) Interruptible Fuel Cost <i>[a]</i>	=\$ _____
	(2) Plus taxes and fees <i>[b]</i>	=\$ _____
	<i>Item 3a(3) *0.1919%</i>	
	(3) Total Fuel Cost	=\$ _____
	e. True Up in second month preceding the billing month	=\$ _____
	d. Levelization in second month preceding the billing month	=\$ _____
	e. True Up for the billing month	=\$ _____
	<i>Item 3b(3) + Item 3e - Item 3a(3) + Item 3b(3) + Item 3d</i>	
4.	Calculation of Interruptible Purchased Gas Adjustment	
	a. Projected Purchased Gas Adjustment Revenue Required	
	(1) Projected Interruptible Fuel Cost	=\$ _____
	<i>Item 1</i>	

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	(2) True-Up	=\$ _____
	<i>Item 3e</i>	
	(3) Embedded Fuel <del>fe</del>	=\$ _____
	$\$0.05516 \times \text{therms}$	
	(4) Levelization Amount	=\$ _____
	(5) Total Purchased Gas Adjustment Revenue Requirement	=\$ _____
	<i>Item 4a(1) + Item 4a(2) - Item 4a(3) + Item 4a(4)</i>	
	b. Interruptible Purchased Gas Adjustment for billing month	=\$ _____ per therm
	<i>Item 4a(5)/Item 2</i>	

1  
2 Footnotes:

3  
4 [1] ~~Firm~~ fuel costs and therms of ~~firm~~ gas sales are to be estimated for the billing month by the  
5 general manager for utilities or his/her designee.

6  
7 ~~{a} Proportionate share of demand and commodity charges based on a margin of \$0.025 per~~  
8 ~~therm between firm and interruptible fuel costs.~~

9  
10 ~~[ba]~~ Special assessment factor of 0.1919% for the Florida Public Service Commission.

11  
12 ~~[eb] \$0.0609 per firm therm and \$0.05516 per interruptible therm~~ ~~were~~ was the fuel costs  
13 embedded within base rates for gas service, on October 1, 1973.

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1  
2 **Sec. 27-275. – Resale of natural gas prohibited.**  
3

4 Except for natural gas delivered to entities duly franchised for the sale of compressed natural gas,  
5 natural gas received under either residential gas service, general gas service or ~~interruptible~~  
6 large volume gas service provisions shall be used for the consumer's direct use only. No other  
7 resale of such natural gas shall be permitted.  
8

9 **Sec. 27-277. ~~Interruptible service – Priority classification schedule; curtailment~~**  
10 **provisions. Large volume service.**  
11

12 (1) *Character of service.* Natural gas sales on an interruptible basis are subject to the  
13 ~~interruptible large volume gas service contract and its terms and conditions contained within this~~  
14 ordinance and Appendix A, and according to the following:  
15

16 ~~(a) Priority classification schedule. Classification of each interruptible service consumer~~  
17 ~~shall be determined according to the schedule below using the actual or estimated~~  
18 ~~volumes, or according to their current contractual classification.~~  
19

Priority Classification	Application	Volume Limitations (Therms)
A	Process and/or Non-Boiler Fuel Only	Minimum Annual 450,000 Th
B	Boiler Fuel Only	Minimum Annual more than 450,000 Th
		Maximum Annual less than 5,000,000 Th
C	Boiler Fuel Only	Maximum Day more than 15,000 Th
		Maximum Year

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		more than 5,000,000 Th
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1 (b) — *Curtailment provisions.*

2 (1) ~~Curtailment notice shall be given as early as possible and at least one hour in~~  
3 ~~advance of the effective time, and may be oral, by telegraph, or other writing.~~

4  
5 (2) ~~Curtailment shall start with Class "C" and progress to Class "A" both in the~~  
6 ~~ease of interruption due to the intermittent delivery capability reductions and in~~  
7 ~~the case of reduction of annual volumes due to annual quantity limitations by~~  
8 ~~natural gas suppliers. Curtailments within each class shall be on a pro-rata basis~~  
9 ~~based on their annual consumptions. Resumption of service shall be in reverse~~  
10 ~~order of curtailment.~~

11  
12 (3) ~~If a consumer fails to curtail his/her use of natural gas when requested by the~~  
13 ~~general manager for utilities or his/her designee, the consumer will be billed at the~~  
14 ~~rate in accordance with the schedule set out in Appendix A for all natural gas~~  
15 ~~taken during the period such curtailment is requested. Such payment, however,~~  
16 ~~shall not preclude the shutting off of the consumer's supply of natural gas in the~~  
17 ~~event of the consumer's failure to curtail his/her use thereof when requested to do~~  
18 ~~so by the general manager for utilities or his/her designee.~~

19  
20 (4) ~~The consumer's failure to comply with a curtailment notice, in part or in~~  
21 ~~entirety, shall be considered sufficient cause for immediate cancellation of the~~  
22 ~~consumer's contract for service with the city. Curtailment provisions are subject to~~  
23 ~~modification by higher governmental authority.~~

24  
25 (a) Natural Gas Supply. The city will endeavor to satisfy the consumer's requirements  
26 for natural gas within this classification to the extent that sufficient quantities are  
27 available from its supplier and within the interruption framework set forth in this Code of  
28 Ordinances.

29  
30 (b) Agreement to interrupt. The city in its sole discretion has the right to interrupt the  
31 delivery of natural gas to large volume gas service consumers at any time due to a)  
32 constraints or reductions that affect the ability to deliver natural gas and b) constraints or  
33 reductions that affect the volume of natural gas available for delivery. The consumer

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agrees to interrupt the consumption of gas in the manner, at the time and to the extent directed by the city. The consumer agrees that the city shall not be liable in any manner to the consumer or any person or entity for any interruption of the supply of gas, for the interference with the operations of the consumer or loss of use resulting from such operations or interference as provided for herein. Resumption of service shall be in reverse order of interruption.

(c) Curtailment-Interruption provisions.

(1) Interruption notice shall be given as early as possible and notice shall be provided at least one (1) hour in advance of the effective time and such notice may be verbal or written. ~~—Curtailment notice shall be given as early as possible and at least one (1) hour in advance of the effective time, and may be oral, verbal, by telegraph, telephone, or other writing.~~

~~(2) Curtailment shall start with Class "C" and progress to Class "A" both in the case of interruption due to the intermittent delivery capability reductions and in the case of reduction of annual volumes due to annual quantity limitations by natural gas suppliers. Curtailments within each class shall be on a pro-rata basis based on their annual consumptions. Resumption of service shall be in reverse order of curtailment.~~

~~(3) If a consumer fails to discontinue the curtail his/her use of natural gas when requested by the citygeneral manager for utilities or his/her designee, the consumer's gas service may be shut off at the city's sole discretion. In addition, all natural gas taken during the interruption period will be billed and agrees to pay at the rate prescribed in accordance with the schedule set out in Appendix A.for all natural gas taken during the period such curtailment is requested. Such payment, however, shall not preclude the shutting off of the consumer's supply of natural gas in the event of the consumer's failure to curtail his/her use thereof when requested to do so by the general manager for utilities or his/her designee.~~

~~(3) The consumer's failure to comply with an interruption curtailment notice, in part or in entirety, shall be considered sufficient cause for immediate cancellation of the consumer's contract for large volume service rate with the City.~~

(4) Interruption Curtailment provisions are subject to modification by higher governmental authority having jurisdiction.

**Sec. 27-283. – Availability of service – Gas main extension, installation, improvement or modification; installation of service lines and connections; enlargement of existing service; temporary or part-time service; gas mains.**

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1  
2 (a) *Gas main extension, installation, improvement or modification.* The city will endeavor to  
3 supply gas service to any prospective customer within the corporate limits of the City of  
4 Gainesville, the City of Alacuja, the City of High Springs and in the unincorporated areas of  
5 Alachua County subject to the following conditions:  
6

7 (1) Should gas main extension, installation, improvement or modification of facilities be  
8 required, either on-site or off-site, the city will pay the cost of such facilities if in the  
9 opinion of the general manager for utilities or his/her designee, the immediate or  
10 potential revenues justify the full cost of the facilities.  
11

12 (2) Gas main extensions to the extent delineated below will be provided by the city at no  
13 cost to the customer:  
14

<i>Gas Appliance</i>	<i>Footage Credited</i>
Heating	15 feet
Water heater	35 feet
Heating and water heater	75 feet
Space heating, clothes dryer, pool heater, and/or range/oven in any combination	10 feet

15  
16  
17  
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25  
26  
27 In addition, for each natural gas heating unit and natural gas water heater installed pursuant to  
28 the city's energy conservation plan, a credit equal to the cost of the service extension will be  
29 granted. In no instance will credits granted exceed the actual cost of any gas main or service  
30 extension.  
31

32 (3) In those cases where estimated revenues are inadequate to cover the full cost of the  
33 extension, installation, improvement or modification, the customer shall make a  
34 contribution in aid of construction (CIAC). Revenue adequacy of the gas main extension,  
35 installation, improvement or modification shall be elevated based on the internal rate of  
36 return (IRR). CIAC is required unless the IRR is fourteen (14) percent or greater. Where  
37 multiple customers are involved, contributions in aid of construction may be shared on a  
38 pro-rata basis.  
39

40 (4) If the city installs a service line at the consumer's request and such service is not used  
41 or utilized for the intended purpose within six months of installation, the consumer may,

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1 at the discretion of the general manager for utilities or his/her designee, be held  
2 responsible for the charges associated with that service line installation.  
3

4 (b) *Installation of service lines and connections.* Upon application for connection between a  
5 natural gas main and a building to be supplied with natural gas, the entire installation of the  
6 natural gas service line and connections from the main to the meter shall be made by the city. All  
7 consumer owned obstacles that lie underground within ten feet of a proposed gas service line  
8 installation will be marked or identified by the consumer. These obstacles may include but are  
9 not limited to septic and sewer systems, irrigation systems, underground tanks and buried  
10 electrical wiring. The consumer accepts all responsibility for damages, claims, and/or injuries  
11 arising from, out of, or in any way connected with the striking of any such underground obstacle  
12 which was not marked by the owner or marked incorrectly. No service line shall be used to  
13 supply more than one meter location, nor shall any service line be installed across private  
14 property other than the premises of the building to be supplied with natural gas, except after  
15 special investigation and approval by the city. When, in the opinion of the general manager for  
16 utilities or his/her designee, an existing service line is insufficient to supply new demands put  
17 upon it, the city will enlarge the facilities as necessary at no cost to the consumer. When it is  
18 necessary to establish a special service connection or a service connection for temporary or part-  
19 time use, the cost of the entire connection and removal of same, less the salvage value of the  
20 returned material, may be charged to the consumer requesting same.  
21

22 (c) *Extension of mains.* Upon application for natural gas service, extension of mains will be made  
23 by the city in accordance with the provisions of this section. All extensions will be of the size  
24 and type prescribed by the general manager for utilities or his/her designee. When the required  
25 extension is of unusual character, in the opinion of the general manager for utilities or his/her  
26 designee, the city may require a deposit equal to the applicable cost of the extension in excess of  
27 the free extension cost specified above, except that the free extension cost does not apply to  
28 extensions of a temporary character. These provisions shall not require the city to extend its  
29 mains across private property or in the streets that are not at established grade, nor prohibit the  
30 city from making extension of mains of greater length than required herein.  
31

32 (d) *Accessibility and Inspection.* Upon completion of the installation of the natural gas facilities,  
33 the city shall, at all reasonable times, have the right to access the private property for the  
34 purposes of inspecting, maintaining, disconnecting, or removing said property and for examining  
35 and inspecting all pipes, tubing, equipment or other connections thereto.  
36

### 37 **Sec. 27-286. Temporary discontinuance of supply for repairs; emergencies.**

38

39 The city reserves the right to temporarily shut off the supply of natural gas to the consumer's  
40 premises after reasonable notice for the purpose of making repairs or adjustments to mains or  
41 supply pipes and reserves the right to shut off the supply of gas without notice in case of an

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1 emergency. The city's supply of gas is derived from sources over which the city has no control.  
 2 In addition, force majeure circumstances may arise which render the city unable to deliver the  
 3 services found within this ordinance. It is understood and agreed to by the consumer that in the  
 4 event of a failure, curtailment or interruption of such supply or in the event of shortage or  
 5 interruption of gas due to an event of force majeure, including but not limited to, an act of god,  
 6 the elements, labor troubles, fires, accidents, breakage, necessary repairs or other causes beyond  
 7 the city's control, the city cannot and does not guarantee a constant supply of gas and it shall not  
 8 be held liable for any claims or damages arising from, out of, or in any way connected with the  
 9 interruption or curtailment of the supply or services.

10  
 11 **Section 2.** Appendix A, Utilities, (5) Natural Gas, is hereby amended to read as set forth  
 12 below. Except as amended herein, the remainder of Appendix A remains in full force and effect.

13 UTILITIES:

14  
15 (5) *Natural gas:*

- 16  
 17 a. Appliance service and repair charges (§ 27-279):  
 18 1. Trip charge 25.00  
 19 2. Labor charge, per one-half hour 18.50  
 20 Minimum charge of one-half hour; total charge in one-half hour increments.  
 21 3. In addition, for other than normal working hours (8:00 a.m. to 5:00 p.m., M-F,  
 22 excluding city holidays), per one-half hour 18.50  
 23  
 24 b. Residential service rates (§27-272):  
 25 1. Base rate. The rates to be charged and collected for natural gas sales ~~on a firm basis~~  
 26 furnished by the City to consumers for residential service are hereby fixed as  
 27 follows:  
 28 (i) Customer charge, per month, per bill rendered 9.52  
 29 (ii) Energy Non-fuel charge, per therm 0.4737  
 30 (iii) Manufactured gas plant cost recovery factor, per therm 0.0505  
 31 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer  
 32 charge.  
 33 3. Purchased gas adjustment. (see Section 27-273  
 34  
 35 c. General service rates (§27-272):  
 36 1. Base rate. The rates to be charged and collected for natural gas sales ~~on a firm basis~~  
 37 furnished by the City to consumers for general service are hereby fixed as follows:  
 38 (i) Customer charge, per month, per bill rendered 35.00  
 39 (ii) Energy Non-fuel charge, per therm 0.3430

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- 1 (iii) Manufactured gas plant cost recovery factor, per therm 0.0505  
2 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer  
3 charge.  
4 3. Purchased gas adjustment. (see Section 27-273)  
5  
6 ~~d. Contract interruptible service rates (§ 27-272):~~  
7 1. ~~Base rate. The rates to be charged and collected for natural gas sales on an~~  
8 ~~interruptible basis furnished by the City to consumers for contract interruptible~~  
9 ~~service are hereby fixed as follows:~~  
10 (i) ~~Customer charge, per month, per bill rendered~~ 375.00  
11 (ii) ~~Energy charge, per therm. A contract rate which is not less than the adjusted~~  
12 ~~current cost of alternative fuel and which is not greater than the sum of the non-~~  
13 ~~fuel energy charge and the manufactured gas plant cost recovery factor for~~  
14 ~~interruptible service. In no event shall the contract rate be less than \$0.00 per~~  
15 ~~therm. The non-fuel energy charge for a consumer not complying with the~~  
16 ~~provisions of section 5(ii) below shall be equal to the sum of the current non-~~  
17 ~~fuel energy charge and the manufactured gas plant cost recovery factor for~~  
18 ~~interruptible service.~~  
19 2. ~~Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer~~  
20 ~~charge plus a minimum billing volume of natural gas as specified in the contract~~  
21 ~~interruptible service contract.~~  
22 3. ~~Purchased gas adjustment. (see Section 27-273)~~  
23 4. ~~Make-up gas. If, in any month, the consumer does not take the minimum monthly~~  
24 ~~quantity and as a consequence is required to pay the sum of the non-fuel energy~~  
25 ~~charge and the manufactured gas plant cost recovery factor for natural gas not~~  
26 ~~taken, then and in that event, the consumer shall be entitled to receive from the City~~  
27 ~~without payment of a further non-fuel energy charge and manufactured gas plant~~  
28 ~~cost recovery factor, at any time within the subsequent eleven (11) months, a~~  
29 ~~quantity of make-up gas equal to the quantity paid for but not taken; provided,~~  
30 ~~however, that consumer shall be entitled to receive make-up gas in a subsequent~~  
31 ~~month only if and to the extent that the consumer has actually taken natural gas~~  
32 ~~(excluding any natural gas taken in violation of an interruption or curtailment order)~~  
33 ~~in excess of the minimum monthly quantity during such subsequent month. The~~  
34 ~~minimum monthly quantity shall in each subsequent month be the first natural gas~~  
35 ~~taken. Consumer shall pay the Purchased Gas Adjustment charge applicable to such~~  
36 ~~make-up gas at the time it is taken.~~  
37 5. ~~Availability. This service is available to consumers in the natural gas service area~~  
38 ~~both within and outside the corporate limits of the City:~~  
39 (i) ~~who have executed an Contract Interruptible Gas Service Contract with the~~  
40 ~~City; and,~~

CODE: Words striken are deletions; words underlined are additions.

- (ii) ~~who have completed and submitted a Contract Interruptible Service Affidavit and Agreement form specifying their adjusted current cost of alternative fuel. Such forms shall be submitted monthly, on the first day of each month, and anytime there is a change to information contained in a form previously submitted; and,~~
- (iii) ~~only to the extent that supplies are available for this service under the City's service contracts with its suppliers.~~

~~The city reserves the right, upon twenty four (24) hours notice to the consumer and in the sole discretion of the general manager for utilities or his/her designee, to discontinue service under this rate classification or to discontinue the contract rate and to offer the consumer an increased contract rate, not to exceed the current non-fuel energy charge for interruptible service.~~

ed. Large volume ~~interruptible~~ service rates (§ 27-272; §27-277):

- 1. Base rate. The rates to be charged and collected for natural gas sales on an interruptible basis furnished by the city to consumers for large volume ~~interruptible~~ service are hereby fixed as follows:
  - (i) Customer charge, per month, per bill rendered 375.00
  - (ii) EnergyNon-fuel charge, per therm 0.20394
  - (iii) ~~Manufactured gas plant cost recovery factor, per therm 0.0505~~
- 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer charge plus the energynon-fuel charge and ~~manufactured gas plant cost recovery factor times 30,000 therms.~~
- 3. Purchased gas adjustment. (see Section 27-273)
- 4. Availability. This service is available to consumers in the natural gas service area, both within and outside the corporate limits of the city who meet the requirements as defined in §27-272 and §27-277 and only to the extent that supplies are available for this service under the city's contracts with its suppliers.

fe. Liquid propane gas service rates (§27-288.1):

- 1. Base rate. The rates to be charged and collected for liquid propane gas sales furnished by the city to consumers are hereby fixed as follows:
  - (i) Customer charge, per month, per bill rendered 9.52
  - (ii) EnergyNon-fuel charge (~~Non-fuel~~), per gallon. A contract rate which shall equal the sum of the current non-fuel energy charge for residential natural gas customers and one of the following fixed charges as determined by the general manager for utilities or his/her designee:
    - A. Three-year recovery, per gallon 0.15
    - B. Five-year recovery, per gallon 0.10
    - C. Seven-year recovery, per gallon 0.075
    - D. More than seven-year recovery, per gallon 0.03

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- 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer charge.
- 3. Liquid propane purchased gas adjustment. (see Section 27-288.2)

gf. ~~Curtailment penalty~~Requested interruption non-compliance penalty, per therm (§ 27-277(~~bc~~)(32)) 1.75  
If a consumer fails to discontinue the use of natural gas when requested by the city, the consumer will be billed for all gas taken during the interruption period at a price equal to the city's cost of natural gas for the date(s) of the requested interruption, including commodity transportation, risk management fees and such other costs as shall be deemed appropriate times four hundred percent (400%).

**Section 3.** All ordinances in conflict herewith are to the extent of such conflict hereby repealed.

**Section 4.** It is the intention of the City Commission that the provisions of Sections 1 and 2 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Gainesville, Florida, and that the Sections and Paragraphs of this Ordinance may be renumbered or re-lettered in order to accomplish such intentions.

**Section 5.** If any word, phrase, clause, paragraph, section or provision of this ordinance or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

**Section 6.** This ordinance shall take effect immediately upon its adoption; provided however, the rates and charges as provided for herein shall be applicable to all monthly bills which are for the first time rendered and postmarked after 12:01 A.M. on April 1, 2013.

CODE: Words ~~stricken~~ are deletions; words underlined are additions.

**D R A F T**

**2/18/13**

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**PASSED AND ADOPTED this \_\_\_\_ day \_\_\_\_\_, 2013.**

\_\_\_\_\_  
CRAIG LOWE  
MAYOR

ATTEST:

\_\_\_\_\_  
KURT M. LANNON  
CLERK OF COMMISSION

Approved as to form and legality

\_\_\_\_\_  
NICOLLE M. SHALLEY  
CITY ATTORNEY

This ordinance passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2013.

This ordinance passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2013.

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