

1
2 **ORDINANCE NO. 120597**
3

4 **AN ORDINANCE OF THE CITY OF GAINESVILLE, FLORIDA,**
5 **RELATING TO NATURAL GAS, AMENDING ARTICLE VI,**
6 **NATURAL GAS, OF CHAPTER 27, UTILITIES, SECTIONS 27-**
7 **271, 27-272, 27-273, 27-275, 27-277, 27-283, 27-286 AND**
8 **AMENDING APPENDIX A, UTILITIES (5) NATURAL GAS, OF**
9 **THE CITY OF GAINESVILLE CODE OF ORDINANCES;**
10 **PROVIDING A REPEALING CLAUSE; PROVIDING**
11 **DIRECTIONS TO THE CODIFIER; PROVIDING A**
12 **SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE**
13 **DATE.**
14
15

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

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

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

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

26 **Chapter 27 - UTILITIES**
27

28 **ARTICLE VI. – NATURAL GAS**
29

30
31 **Sec. 27-271. – Definitions.**
32

33 The following words and phrases when used in this article shall have the meanings

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1 ascribed to them in this section unless the context clearly indicates otherwise:
2

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

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

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

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

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

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

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

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

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

41 ~~(4) Natural gas requirements are for the use of a single business or establishment.~~
42

43 ~~(5) Consumer's natural gas distribution system extends only to the consumer's~~

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1 property.

2
3 (6) Service under this rate is subject to annual volume review by the city or any time
4 at the consumer's request. If reclassification to another rate is appropriate and timely,
5 such classification will be prospective.

6
7 (7) A responsible legal entity is established to which the city can render its bills for
8 said service.

9
10 Retail Sales. Residential, general, ~~interruptible, contract interruptible, and large volume,~~
11 ~~interruptible and liquid propane gas service.~~

12
13 **Sec. 27-272. – Base rates for retail service.**

14
15 (a) *Rates.* The rates to be charged and collected for natural gas furnished by the city to retail
16 consumers shall be in accordance with the schedule set out in appendix A.

17
18 (b) *Taxes.* An amount equal to all applicable taxes imposed against the sale or consumption
19 of natural gas energy shall be added to the rates hereinabove set forth. The United States of
20 America, the State of Florida, and all political subdivisions, agencies, boards, commissions, and
21 instrumentalities thereof, and all recognized places of religious assembly are exempt from the
22 city's utility tax.

23
24 (c) *Availability.* This service is available to consumers in the natural gas service area both
25 within and outside the corporate limits of the city.

26
27 ~~(d) — *Adjusted current cost of alternative fuel.* The adjusted current cost of alternative fuel for~~
28 ~~contract interruptible service shall be the price at which the customer is able to purchase an~~
29 ~~alternative fuel suitable for use. Such price shall include all applicable taxes and transportation~~
30 ~~costs, converted to cents per therms, less that payment in cents per therms payable by the~~
31 ~~consumer under section 27-273(d).~~

32
33 ~~(d)~~ *Manufactured gas plant cost recovery factor.* The manufactured gas plant cost recovery
34 factor shall be in place until September 30, 2032. The cost recovery factor shall include costs
35 associated with the assessment, remediation, clean up and monitoring activities, to the extent
36 deemed appropriate by the general manager for utilities or his/her designee, related to
37 contamination resulting from the manufactured gas plant operated by Gainesville Gas Company,
38 a substantial portion of the assets of which were acquired by the city in January, 1990.

39
40 **Sec. 27-273. – Purchased gas adjustment.**

41
42 (a) A purchased gas adjustment shall be added to the base rate for natural gas service to all
43 retail rate classifications as specified in the schedule set out in appendix A of the Gainesville
44 Code of Ordinances. The purchased gas adjustment shall be computed to the nearest 0.001¢ per

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1 term of energy consumed in accordance with the formula specified in subsections (c) ~~and (d)~~ of
 2 this section. The purposes of the purchased gas adjustment are to allocate to each retail customer
 3 rate classification the appropriate amount of system fuel cost associated with the natural gas
 4 service to such customer classification; to specify the amount of such costs that have resulted
 5 from increases in the cost of fuel subsequent to October 1, 1973; and, to segregate that portion of
 6 charges that are exempt from utility tax. For the purposes of this section, system fuel costs shall
 7 be the cost of fuel delivered to the system, which may include adjustments to reflect
 8 extraordinary fuel related expenses or credits. Retail fuel cost shall be system fuel cost less the
 9 fuel cost portion of off-system sales. Off-system sales include all non-retail firm and interruptible
 10 sales to customers not specified under the provisions of this article. Off-system fuel cost shall be
 11 the cost of fuel delivered.

12
 13 (b) The purchased gas adjustment for retail sales each month shall be based on retail fuel cost
 14 and energy sales in therms which are estimated by the general manager for utilities or his/her
 15 designee. When applicable, a levelization amount and a true-up correction factor, which shall be
 16 based on the actual system performance in the second month preceding the billing month, as
 17 certified by independent certified public accountants, shall be applied to the purchased gas
 18 adjustment before applying to customer(s) bills.

19
 20 (c) The following formula shall be used in computing the purchased gas adjustment for all
 21 ~~firm~~ retail sales:

22
 23 Firm Gas Sales

1.	Projected Firm Fuel Cost for the billing month	= \$ _____
2.	Projected therms of Firm Gas Sales for the billing month	= _____ therms
3.	"True-up" Calculation from Second Month Preceding the Billing Month	
a.	Firm Fuel Revenue from the second month preceding the billing month	
	(1) Firm Purchased Gas Adjustment Revenue	= \$ _____
	(2) Embedded Fuel [c]	= \$ _____

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	$50.06906 \times \text{therms of firm sales}$	
	(3) Total Fuel Revenue	= \$ _____
	<i>Item 3a(1) + Item 3a(2)</i>	
	b. Firm Fuel Cost for Sales from the second month preceding the billing month	
	(1) Firm 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	= \$ _____
	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 Firm Purchased Gas Adjustment for the billing month	
	a. Projected Purchased Gas Adjustment Revenue Required	

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	(1) Projected Firm 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>	
	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	= \$ _____
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2.	Projected therms of interruptible Gas Sales in the billing month	= \$ _____ therms
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>[c]</i>	= \$ _____
	<i>\$0.05516 × therms of firm sales</i>	
	(3) Total Fuel Revenue	
	<i>Item 3a(1) + Item 3a(2)</i>	
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	= \$ _____

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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 3c - 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>	
	(2) True-Up	= \$ _____
	<i>Item 3e</i>	
	(3) Embedded Fuel <i>[e]</i>	= \$ _____
	<i>\$0.05516 × therms</i>	
	(4) Levelization Amount	= \$ _____
	(5) Total Purchased Gas Adjustment Revenue Requirement	= \$ _____

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	<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>	

Footnotes:

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

~~[a] Proportionate share of demand and commodity charges based on a margin of \$0.025 per therm between firm and interruptible fuel costs.~~

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

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

Sec. 27-275. – Resale of natural gas prohibited.

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

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

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

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

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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 more than 5,000,000 Th

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 case 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,

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1 shall not preclude the shutting off of the consumer's supply of natural gas in the
2 event of the consumer's failure to curtail his/her use thereof when requested to do
3 so by the general manager for utilities or his/her designee.
4

5 ~~(4) The consumer's failure to comply with a curtailment notice, in part or in~~
6 ~~entirety, shall be considered sufficient cause for immediate cancellation of the~~
7 ~~consumer's contract for service with the city. Curtailment provisions are subject to~~
8 ~~modification by higher governmental authority.~~
9

10 (a) Natural Gas Supply. The city will endeavor to satisfy the consumer's requirements
11 for natural gas within this classification to the extent that sufficient quantities are
12 available from its supplier and within the interruption framework set forth in this Code of
13 Ordinances.
14

15 (b) Agreement to interrupt. The city in its sole discretion has the right to interrupt the
16 delivery of natural gas to large volume gas service consumers at any time due to a)
17 constraints or reductions that affect the ability to deliver natural gas and b) constraints or
18 reductions that affect the volume of natural gas available for delivery. The consumer
19 agrees to interrupt the consumption of gas in the manner, at the time and to the extent
20 directed by the city. The consumer agrees that the city shall not be liable in any manner to
21 the consumer or any person or entity for any interruption of the supply of gas, for the
22 interference with the operations of the consumer or loss of use resulting from such
23 operations or interference as provided for herein. Resumption of service shall be in
24 reverse order of interruption.
25

26 (c) Curtailment-Interruption provisions.
27

28 (1) Interruption notice shall be given as early as possible and notice shall be provided
29 at least one (1) hour in advance of the effective time and such notice may be verbal or
30 written. —Curtailment notice shall be given as early as possible and at least one (1)
31 hour in advance of the effective time, and may be oral, verbal, by telegraph,
32 telephone, or other writing.
33

34 (2) Curtailment shall start with Class "C" and progress to Class "A" both in the case
35 of interruption due to the intermittent delivery capability reductions and in the case of
36 reduction of annual volumes due to annual quantity limitations by natural gas
37 suppliers. Curtailments within each class shall be on a pro-rata basis based on their
38 annual consumptions. Resumption of service shall be in reverse order of curtailment.
39

40 (3) If a consumer fails to discontinue the curtail his/her use of natural gas when
41 requested by the city general manager for utilities or his/her designee, the consumer's
42 gas service may be shut off at the city's sole discretion. In addition, all natural gas
43 taken during the interruption period will be billed and agrees to pay at the rate

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1 ~~prescribed in accordance with the schedule set out in Appendix A for all natural gas~~
2 ~~taken during the period such curtailment is requested. Such payment, however, shall~~
3 ~~not preclude the shutting off of the consumer's supply of natural gas in the event of~~
4 ~~the consumer's failure to curtail his/her use thereof when requested to do so by the~~
5 ~~general manager for utilities or his/her designee.~~

6
7 (3) The consumer's failure to comply with an interruption curtailment notice, in part
8 or in entirety, shall be considered sufficient cause for immediate cancellation of the
9 consumer's ~~contract for large volume service rate with the City.~~

10
11 (4) Interruption Curtailment provisions are subject to modification by higher
12 governmental authority having jurisdiction.

13
14 **Sec. 27-283. – Availability of service – Gas main extension, installation, improvement or**
15 **modification; installation of service lines and connections; enlargement of existing service;**
16 **temporary or part-time service; gas mains.**

17
18 (a) *Gas main extension, installation, improvement or modification.* The city will endeavor to
19 supply gas service to any prospective customer within the corporate limits of the City of
20 Gainesville, the City of Alacuha, the City of High Springs and in the unincorporated areas of
21 Alachua County subject to the following conditions:

22
23 (1) Should gas main extension, installation, improvement or modification of facilities be
24 required, either on-site or off-site, the city will pay the cost of such facilities if in the
25 opinion of the general manager for utilities or his/her designee, the immediate or
26 potential revenues justify the full cost of the facilities.

27
28 (2) Gas main extensions to the extent delineated below will be provided by the city at no
29 cost to the customer:

30
31

<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

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43 In addition, for each natural gas heating unit and natural gas water heater installed pursuant to
44 the city's energy conservation plan, a credit equal to the cost of the service extension will be

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1 granted. In no instance will credits granted exceed the actual cost of any gas main or service
2 extension.

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

11
12 (4) If the city installs a service line at the consumer's request and such service is not used
13 or utilized for the intended purpose within six months of installation, the consumer may,
14 at the discretion of the general manager for utilities or his/her designee, be held
15 responsible for the charges associated with that service line installation.

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

34
35 (c) *Extension of mains.* Upon application for natural gas service, extension of mains will be made
36 by the city in accordance with the provisions of this section. All extensions will be of the size
37 and type prescribed by the general manager for utilities or his/her designee. When the required
38 extension is of unusual character, in the opinion of the general manager for utilities or his/her
39 designee, the city may require a deposit equal to the applicable cost of the extension in excess of
40 the free extension cost specified above, except that the free extension cost does not apply to
41 extensions of a temporary character. These provisions shall not require the city to extend its
42 mains across private property or in the streets that are not at established grade, nor prohibit the
43 city from making extension of mains of greater length than required herein.

44
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1 (d) Accessibility and Inspection. Upon completion of the installation of the natural gas facilities,
2 the city shall, at all reasonable times, have the right to access the private property for the
3 purposes of inspecting, maintaining, disconnecting, or removing said property and for examining
4 and inspecting all pipes, tubing, equipment or other connections thereto.

5
6 **Sec. 27-286. Temporary discontinuance of supply for repairs; emergencies.**

7
8 The city reserves the right to temporarily shut off the supply of natural gas to the consumer's
9 premises after reasonable notice for the purpose of making repairs or adjustments to mains or
10 supply pipes and reserves the right to shut off the supply of gas without notice in case of an
11 emergency. The city's supply of gas is derived from sources over which the city has no control.
12 In addition, force majeure circumstances may arise which render the city unable to deliver the
13 services found within this ordinance. It is understood and agreed to by the consumer that in the
14 event of a failure, curtailment or interruption of such supply or in the event of shortage or
15 interruption of gas due to an event of force majeure, including but not limited to, an act of god,
16 the elements, labor troubles, fires, accidents, breakage, necessary repairs or other causes beyond
17 the city's control, the city cannot and does not guarantee a constant supply of gas and it shall not
18 be held liable for any claims or damages arising from, out of, or in any way connected with the
19 interruption or curtailment of the supply or services.

20
21 **Section 2.** Appendix A, Utilities, (5) Natural Gas, is hereby amended to read as set forth
22 below. Except as amended herein, the remainder of Appendix A remains in full force and effect.

23 UTILITIES:

24
25 (5) *Natural gas:*

- 26
27 a. Appliance service and repair charges (§ 27-279):
- | | |
|--|-------|
| 28 1. Trip charge | 25.00 |
| 29 2. Labor charge, per one-half hour | 18.50 |
| 30 Minimum charge of one-half hour; total charge in one-half hour increments. | |
| 31 3. In addition, for other than normal working hours (8:00 a.m. to 5:00 p.m., M-F, | |
| 32 excluding city holidays), per one-half hour | 18.50 |
- 33
- 34 b. Residential service rates (§27-272):
- | | |
|---|--------|
| 35 1. Base rate. The rates to be charged and collected for natural gas sales on a firm basis | |
| 36 furnished by the City to consumers for residential service are hereby fixed as | |
| 37 follows: | |
| 38 (i) Customer charge, per month, per bill rendered | 9.52 |
| 39 (ii) <u>Energy Non-fuel</u> charge, per therm | 0.4737 |
| 40 (iii) Manufactured gas plant cost recovery factor, per therm | 0.0505 |
| 41 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer | |
| 42 charge. | |

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- 3. Purchased gas adjustment. (see Section 27-273)

- c. General service rates (§27-272):
 - 1. Base rate. The rates to be charged and collected for natural gas sales ~~on a firm basis~~ furnished by the City to consumers for general service are hereby fixed as follows:
 - (i) Customer charge, per month, per bill rendered 35.00
 - (ii) ~~Energy~~Non-fuel charge, per therm 0.3430
 - (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.
 - 3. Purchased gas adjustment. (see Section 27-273)

- d. ~~Contract interruptible service rates (§ 27-272):~~
 - 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 contract interruptible service are hereby fixed as follows:~~
 - (i) ~~Customer charge, per month, per bill rendered~~ _____ 375.00
 - (ii) ~~Energy charge, per therm. A contract rate which is not less than the adjusted current cost of alternative fuel and which is not greater than the sum of the non-fuel energy charge and the manufactured gas plant cost recovery factor for interruptible service. In no event shall the contract rate be less than \$0.00 per therm. The non-fuel energy charge for a consumer not complying with the provisions of section 5(ii) below shall be equal to the sum of the current non-fuel energy charge and the manufactured gas plant cost recovery factor for interruptible service.~~
 - 2. ~~Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer charge plus a minimum billing volume of natural gas as specified in the contract interruptible service contract.~~
 - 3. ~~Purchased gas adjustment. (see Section 27-273)~~
 - 4. ~~Make-up gas. If, in any month, the consumer does not take the minimum monthly quantity and as a consequence is required to pay the sum of the non-fuel energy charge and the manufactured gas plant cost recovery factor for natural gas not taken, then and in that event, the consumer shall be entitled to receive from the City without payment of a further non-fuel energy charge and manufactured gas plant cost recovery factor, at any time within the subsequent eleven (11) months, a quantity of make-up gas equal to the quantity paid for but not taken; provided, however, that consumer shall be entitled to receive make-up gas in a subsequent month only if and to the extent that the consumer has actually taken natural gas (excluding any natural gas taken in violation of an interruption or curtailment order) in excess of the minimum monthly quantity during such subsequent month. The minimum monthly quantity shall in each subsequent month be the first natural gas taken. Consumer shall pay the Purchased Gas Adjustment charge applicable to such make-up gas at the time it is taken.~~

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5. ~~Availability. This service is available to consumers in the natural gas service area both within and outside the corporate limits of the City:~~

(i) ~~who have executed an Contract Interruptible Gas Service Contract with the City; and,~~

(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) <u>EnergyNon-fuel</u> charge, per therm | 0.20394 |
| (iii) <u>Manufactured gas plant cost recovery factor</u> , 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) <u>EnergyNon-fuel</u> 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 |

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- 1 D. More than seven-year recovery, per gallon 0.03
- 2 2. Minimum Monthly Bill. The minimum monthly bill shall be equal to the customer
- 3 charge.
- 4 3. Liquid propane purchased gas adjustment. (see Section 27-288.2)

5

6 ~~gf. Curtailment penalty~~ Requested interruption non-compliance penalty, per therm (§ 27-

7 ~~277(bc)(32))~~ 1.75

8 If a consumer fails to discontinue the use of natural gas when requested by the city, the

9 consumer will be billed for all gas taken during the interruption period at a price equal to the

10 city's cost of natural gas for the date(s) of the requested interruption, including commodity

11 transportation, risk management fees and such other costs as shall be deemed appropriate

12 times four hundred percent (400%).

13

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

15 repealed.

16 **Section 4.** It is the intention of the City Commission that the provisions of Sections 1

17 and 2 of this Ordinance shall become and be made a part of the Code of Ordinances of the City

18 of Gainesville, Florida, and that the Sections and Paragraphs of this Ordinance may be

19 renumbered or re-lettered in order to accomplish such intentions.

20 **Section 5.** If any word, phrase, clause, paragraph, section or provision of this ordinance

21 or the application hereof to any person or circumstance is held invalid or unconstitutional, such

22 finding shall not affect the other provisions or applications of the ordinance which can be given

23 effect without the invalid or unconstitutional provisions or application, and to this end the

24 provisions of this ordinance are declared severable.

25 **Section 6.** This ordinance shall take effect immediately upon its adoption; provided

26 however, the rates and charges as provided for herein shall be applicable to all monthly bills

27 which are for the first time rendered and postmarked after 12:01 A.M. on April 1, 2013.

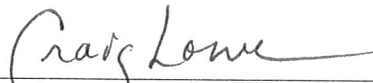
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29

30

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1 PASSED AND ADOPTED this 21st day March, 2013.
2
3

4 
5 _____
6 CRAIG LOWE
7 MAYOR

8 ATTEST:

9 
10 _____
11 KURT M. LANNON
12 CLERK OF COMMISSION

13 Approved as to form and legality

14 
15 _____
16 NICOLLE M. SHALLEY
17 CITY ATTORNEY
18

19
20 This ordinance passed on first reading this 7th day of March, 2013.

21 This ordinance passed on second reading this 21st day of March, 2013.

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