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August 1, 2007

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DISTRIBUTION CENTER

Blanca S Bayo, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Dear Ms. Bayo:

Enclosed are the following revised rate schedules in quadruplicate for the Commission's approval:

CMP	_____	Miscellaneous	Revised Sheet 5.0
COM	_____	Miscellaneous	Revised Sheet 5.3
CTR	_____	Rate Schedule GS	Revised Sheet 8.0
CTR	_____	Rate Schedule GST	Revised Sheet 8.5
ECR	_____	Rate Schedule GS-1	Revised Sheet 8.7
GCL	<u>1</u>	Rate Schedule GSD	Revised Sheet 9.1
GCL	<u>1</u>	Rate Schedule GSDD/LM	Revised Sheet 9.3
OPC	<u>1</u>	Rate Schedule LGSD	Revised Sheet 10.1
RCA	_____	Rate Schedule LGSDD/LM	Revised Sheet 10.6
SCR	_____	Rate Schedule SPS-1	Revised Sheets 11.20,11.21
SCR	_____	Power Adjustment Clause	Revised Sheet 14.0
SGA	_____	Interconnection Agreement for	
SEC	_____	Small Photovoltaic Systems	Revised Sheets 20.01, 20.02, 20.03, 20.04
SEC	_____	of 50 kW or less	
OTH	<u>Chk</u>		

The Rate Schedule is in both administrative and final format.

Clay Electric's Board of Directors at a regular Board meeting held July 26, 2007 approved these changes. The revised schedules are scheduled to be effective October 1, 2007.

*All tariffs forwarded to ECR.

Department of Engineering
Post Office Box 308 Keystone Heights, Florida 32656-0308
FAX (352) 473-1407

DOCUMENT NUMBER-DATE

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Ms. Bayo
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Revised sheet 5.0 reflects a change in Clay Electric's deposit policy. This change reflects the increased amount of an average delinquent bill. Customers with good credit history or satisfactory payment history will see no change only those customers with poor payment history, no credit history or unsatisfactory credit history will incur this cost.

Revised sheet 5.3 was changed to add paragraph 24. This paragraph clarifies Clay Electric's current policy for providing additional facilities for use of the consumer. This is typically done when a consumer has a single delivery point at primary voltage but needs additional facilities to distribute the primary voltage to different transformers for step down to secondary voltages. Clay Electric has included this clause in several rate schedules (HLF, INT, INT-T, INT-C) in the past but this clause will apply the facilities charge to all demand type rate schedules. There will be no rate impact on any existing customers. All existing customers that have additional facilities are already paying this charge.

Revised sheet 8.0 reflects a change to the limitations of service for this rate schedule. Based on feedback from our customer base Clay Electric reviewed the rate of application of two classes of customer; community recreation areas and churches. These two classes typically experienced high bills when their demand was high and usage was low resulting in a load factor less than 20%. Clay Electric reviewed its system billing peaks for the past nine years and determined them to be very consistent in that the winter months, November thru March inclusive, peaked at hour ending 7:00 or 8:00 am and the summer months, April thru October inclusive, peaked at hours ending 5:00 or 6:00 pm. Based on these hours Clay Electric reasoned these two classes of customers would not likely be on our billing peak, especially if their energy usage stayed low indicating traditional use hours, especially for churches. Once their load factor exceeds approximately 20% it would be advantageous for these customer classes to be on the General Service Demand rate schedule. This does not typically occur for community recreational areas but churches as they grow will often exceed 20%. This change will affect 12 customers who are community recreational areas and 26 customers who are churches. Changing these customers' rate schedules will result in lost annual revenue of \$50,096 for the recreational areas and \$50,344 for the churches. Clay Electric will absorb this loss in margins. Clay Electric had operating margins of \$7,500,000 in 2006. This would result in about 1.3% reduction in annual margins.

Rate schedules GS,GST, GS-1, GSD, GSdT/LM, LGSD, and LGSdT/LM have been revised to modify the Minimum Charge. Clay Electric has audited the use of \$0.75 per kVA as a minimum charge and found the charge rarely used or inconsistently used. In fact, at this time, no customer is being billed \$0.75 per kVA as a minimum bill. Clay Electric has typically adopted minimum charges specified in agreement for service if

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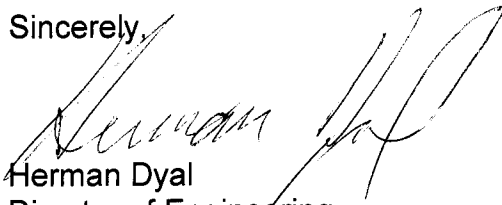
such a minimum charge is needed at all. These minimum charges typically guarantee revenue for collection of line extension for new customers. The other option for minimum charge when there is no minimum charge specified in agreement for service is the Consumer Charge as listed in the applicable rate schedule. This insures Clay Electric recovers its cost for maintaining the account and service. This change will have no rate impact on any customers nor will it impact the revenues of Clay Electric. It merely modifies the rate schedule to allow Clay Electric to better manage and consistently apply the minimum charge.

Rate Schedule SPS-1 is being modified to enlarge the qualifying small Photovoltaic Systems to 50 kW. This is the result of changes in Clay Electric's agreements with Seminole Electric Cooperative, Inc. Seminole is the power supplier to Clay Electric. This will expand Clay Electric's ability to serve larger installations. At present Clay Electric has no photovoltaic customers, but we do have two systems pending installation. This change will not affect these customers. Clay Electric is also modifying the Interconnection Agreement For Small Photovoltaic as shown on Revised Sheets 20.01, 20.02 20.03, and add new sheet 20.04. The changes are mostly administrative. The main changes are adoption of the 50 kW size and the adoption of IEEE – 929 Interconnection Standard. At this time Clay Electric is not adopting net metering instead, under agreement with Seminole, the customer will be credited for any energy delivered to the grid based on Seminole's Rate Schedule QF-1, as amended from time to time. At this time that energy credit is \$0.05 per kWh.

Clay Electric is also modifying its Power Cost Adjustment Clause to include recovery of rebates paid to customers as part of Clay Electric's Energy Conservation Rebate Program. The Board of Directors at Clay Electric approved the rebate program at its' June Board meeting. The program will be offered to the customers beginning October 1, 2007. Attached is detailed information on the rebate program.

Should you have any questions about these changes, please do not hesitate to contact me.

Sincerely,



Herman Dyal
Director of Engineering

HD/ra
Enclosures

Energy Smart Rebate Program

Clay Electric Cooperative, Inc. (CEC) Rebate Program

The Cooperative will offer rebates to its members to improve the energy efficiency of their existing or new primary residence (conventional home or manufactured home). The home shall be located on the Cooperatives electrical distribution system. The rebates offered are for (1) attic insulation (2) high efficiency heat pumps and (3) solar water heating.

Ceiling Insulation \$0.11 per sq. ft.

- This rebate is offered to encourage the efficient use of electrical energy. Today's Florida Energy Efficiency Codes require a minimum of R19 ceiling insulation.
- Recipients of this rebate must be a Clay Electric Cooperative, Inc. (CEC) residential customer and the insulation be installed in the primary residence, receiving electrical service from CEC.
- To receive a rebate, the insulation level must be less than R19 as determined by an insulation contractor or customer verification.
- The value of the rebate is calculated at \$0.11 per square foot of conditioned ceiling area.

Heating, Ventilation and Air Conditioning (HVAC) – \$150 to \$500 (BTU's and SEER rating determine Rebate amount)

- This rebate is offered to encourage the use of heat pumps that are more energy efficient than those currently required by the Florida Energy Efficiency Code.
- Recipients of this rebate must be a CEC residential customer and the system(s) installed at their primary residence, receiving electrical service from CEC.
- The new system must be replacing electric resistant (strip) heat with central air conditioning or less efficient heat pump(s).
- The heat pump(s) must be sized at 60,000 Btu's or less.
- The heat pump(s) shall be rated at SEER 14 or higher as indicated by the American Refrigeration Institute (ARI).
- A Manual J Calculation along with a copy of the Work Proposal must be submitted by a Florida state licensed HVAC installing contractor to show the unit(s) is properly sized for the home.
- Work proposal must specify type and efficiency of equipment being installed.
- The contractor must pull a permit within the county in which the CEC customer resides.

Heat Pump Rebates

<i>Size Unit BTU"s</i>	<i>Seer 14</i>	<i>Seer 15</i>	<i>Seer 16</i>	<i>Seer 17</i>	<i>Seer 18 & Larger</i>
18,000	\$100.00	\$125.00	\$125.00	\$150.00	\$150.00
24,000	\$125.00	\$150.00	\$175.00	\$200.00	\$200.00
30,000	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00
36,000	\$175.00	\$225.00	\$250.00	\$275.00	\$300.00
42,000	\$225.00	\$250.00	\$300.00	\$325.00	\$350.00
48,000	\$250.00	\$300.00	\$325.00	\$350.00	\$400.00
60,000	\$325.00	\$375.00	\$425.00	\$450.00	\$500.00

Solar Water Heating - \$0.01 per output BTU

- This rebate is offered to encourage the use of Solar Water Heating either by a passive or active system.
- Recipients of this rebate must be a CEC residential customer and the system be installed at their primary residence, receiving electrical service from CEC.
- The proposed solar system must meet the Florida Solar Energy Center (FSEC) specifications and be installed by a contractor certified to install solar water heaters by the Florida Department of Professional Regulation Construction Industry Licensing Board.
- The solar system's FSEC performance certification must be current, because the rebate is awarded based on system British Thermal Unit (BTU) output. (\$0.01 per Btu)
- The collector must be positioned for optimum performance and guaranteed against freeze damage.
- A means for controlling electrical heating elements, located in the storage tank, must be installed to prevent these elements from normally energizing during non-solar collecting hours.
- The contractor must pull a permit within the county in which the CEC customer resides.

General Information:

The customer agrees to hold CEC harmless from any problems arising from the installations and the operation of these systems or from any energy saving claims, as these are solely the responsibility of the installer/seller.

- A rebate request form and accompanying documents must be submitted to the Energy Services Division of CEC within 60 days of work completion for existing homes or 60 days from the date the permanent service is connected in the applicant's name for a newly constructed home.
- The rebate will be awarded after verification by a CEC representative that the work has been completed and the county has made their final inspection.

- The rebate check will be mailed to the member or if the rebate is used in conjunction with a CEC Energy Loan, the rebate will be applied to the principle balance.
- The rebated dollar amounts are subject to change without notice.
- A rebate may be used in conjunction with other CEC rebate programs.

MISCELLANEOUS

Normal Charge or During Working Hours	Weekends and After Working Hours
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*Note: Charges listed below apply to rate schedules, R, GS, GSD, LGSD, LGSDT/LM, and HLFT unless otherwise stated.

1. Initial Membership Fee	\$ 5.00	N/A
2. Initial Deposit, Residential		
A. Initial with no prior credit history or unsatisfactory credit history	\$ 150.00 250.00	
B. Satisfactory credit history	\$ 0.00	
C. Provide a satisfactory guarantor who is a customer of Clay Electric for not less than 12 months with a satisfactory payment record	\$ 0.00	
D. Failure to maintain a satisfactory payment record may result in the customer being required to post an additional deposit up to a maximum of an average 2 months bill or \$250.00, whichever is greater.		
E. Deposits are automatically refunded after 23 months when the customer maintains a satisfactory payment record or after 12 months of continuous service with a good payment record if requested by the customer.		
3. Initial Deposit, GS, GSD, LGSD, LGSDT/LM, HLFT;		
A. New Accounts...estimated two months electric bill or	-----	-----
B. Credit known to be good...established one month's electric bill or	-----	-----
C. Upon Approval...a bond of \$1,000 or an anticipated billing for two months, whichever is greater or	-----	-----
D. Upon approval...an irrevocable Letter of Credit issued by a reputable bank to the Cooperative or	-----	-----
E. Upon approval...a certificate of deposit in a bank or savings and loan association in an amount equal to \$500.00 or the anticipated billing for two months, whichever is greater.	-----	-----
4. Connects, transfers, cut-ons, other trips	\$ 20.00	\$ 40.00
5. New Service Processing Fee	\$ 125.00	N/A
6. Temporary Service Connect Fee	\$ 30.00	N/A
7. Non-Pay Reconnect	\$ 30.00	-----
A. If service is required to be reconnected after regular working hours Monday thru Friday but before 9:00 p.m., a \$45.00 service charge shall apply.		
B. If service is required to be reconnected after 9:00 p.m. Monday thru Thursday, because the customer calls after 9:00 p.m. or because the customer requests that the reconnect be worked after 9:00 p.m., a service charge of \$75.00 shall apply.		
C. If a request for service to be reconnected requires the work to be done on a weekend (Friday at 9:00 p.m. through Monday at 8:00 a.m.) there will be a \$75.00 service charge. This charge shall also apply to holidays (from 9:00 p.m. of the last work day until 8:00 a.m. of the first work day after the holiday).		
8. Collection of Delinquent Energy Bills: After 24 days the account is delinquent and subject to disconnection. A delinquent fee of \$3.00 or 1-1/2%, whichever is greater, of the unpaid amount will be charged.	-----	-----
9. Street Light Pole: For URD single family attached and unattached, multifamily attached and Mobile home developments only the following aid to construction amount Shall be paid in advance:		
Standard pole for street light	\$200.00	N/A
Decorative street light/pole assembly:	\$325.00	N/A

"Continued to Sheet No. 5.1"

"Continued from Sheet No. 5.2"

Nothing shall be construed as prohibiting Clay Electric Cooperative, Inc., from collecting from a consumer the total difference in cost for providing underground service instead of overhead service to that consumer.

- C. The Cooperative shall apply the above formula uniformly to residential, commercial and industrial consumers requiring line extensions.
- D. The Cooperative shall calculate an appropriate CIAC for line extensions constructed to serve consumers Who receive service at the primary distribution voltage level and the transmission voltage level. This CIAC Shall be based on the actual or estimated cost of providing the extension less any appropriate credit.
- E. The Cooperative shall use its best judgment in estimating the total amount of revenues and sales which Each line extension is expected to produce in the near future.
- F. The Cooperative may elect to waive the line extension CIAC for consumers, even when a CIAC is found To be owing. If so, the CIAC will be charged to margins.
- G. In cases where larger developments are expected to be served by line extensions, the Cooperative may elect to prorate the total line extension costs and CIACs owed over the number of consumers expected to connect to the new line.
- H. Line extension charges may, at the consumer's request, be collected per month over a ten-year period including appropriate interest.

23. Remote Meter Reading Option:

For those members who desire to have their meter read remotely as a premium service. This service would require the installation of a kilowatt-hour meter equipped with an ERT module that encodes consumption from the meter and transmits this data by radio to a handheld device operated by a meter reader. This option in many locations will allow the member's meter to be read remotely without the meter reader having access to the member's property. Providing this option to a member will be contingent on being able to obtain a reading remotely by a meter reader.

The monthly charge per meter for this service in addition to any other charges for electric service shall be \$3.95.

24. The Cooperative will furnish service under the GSD, GSdT/LM, LGSD, LGSdT/LM, HLF, SS, INT, INT-T, and INT-C tariffs at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the consumer shall be furnished and maintained by the consumer. The consumer may request the Cooperative to furnish the additional equipment and facilities, and the Cooperative, at its sole option may furnish, install, operate, and maintain such additional equipment and facilities, charging the consumer for the use thereof at the rate of 1.75% per month of the installed cost of such additional equipment and facilities.

GENERAL SERVICE-NON DEMAND

RATE SCHEDULE – GS

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: To lighting, power, and any other purpose with a demand of 50 kW or less, served through one meter.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available secondary voltages.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
 2. This rate schedule does not permit resale of service.
 3. The capacity of individual single-phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 Volts.
 4. Three-phase service is limited to a minimum of five (5) horsepower motor or larger.
 5. Subject to the established rules and regulations of the Cooperative.
 6. When the consumer's monthly energy usage as measured by the Cooperative's meter exceeds 15,000 kWh, the Cooperative shall install a demand meter for the purpose of indicating or recording the consumer's monthly maximum kilowatt load for any period of 15 consecutive minutes. Should the consumer's maximum demand so recorded exceed 50 kW during any three of the preceding twelve months, the consumer shall be reclassified and shall begin receiving service under Schedule GSD for the next twelve months. The consumer shall continue to receive service under Schedule GSD until such time as the consumer's monthly kilowatt demand so recorded for a period of twelve consecutive months does not exceed 50 kW. However, if the consumer's monthly demand has not exceeded 75 kW during any three of the preceding twelve months and the consumer requests to be billed under Schedule GS, then the consumer shall continue to receive service hereunder.

7. Service to community recreational areas or churches may continue on this schedule regardless of measured demand. Community recreational areas includes, but is not limited to: baseball, softball, football, soccer, tennis, and basketball. However if the consumer's monthly bill would be less under the schedule GSD, then the consumer can receive service under schedule GSD.

Rate: (Monthly)

Consumer Charge: \$9.00

Energy Charge: \$0.0735 per kWh

Minimum Charge: 1. As specified in the agreement for service, or
 2. ~~\$0.75 per kVA of installed transformer capacity.~~ The Consumer Charge.

GENERAL SERVICE – NON DEMAND
 OPTIONAL TIME-OF-USE SERVICE

RATE SCHEDULE – GST

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: On an experimental basis, at the option of the cooperative, to approximately 50 general service consumers otherwise eligible for service under Rate Schedule GS who volunteer for service hereunder, subject to the execution of an agreement for service between the Cooperative and the consumer.

Character of Service:
 Alternating current, single or three phase, 60 Hertz, at available secondary voltages.

Limitations of Service:

1. This rate schedule does not provide for standby service.
2. This rate schedule does not permit resale of service.
3. The Capacity of individual single-phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 volts.
4. Three phase service is limited to a minimum of five (5) horsepower motor or larger.
5. Subject to the established rules and regulations of the Cooperative.
6. When the consumer's monthly energy usage as measured by the Cooperative's meter exceeds 15,000 kWh, the Cooperative shall install a demand meter for the purpose of indicating or recording the consumer's monthly maximum kilowatt load for any period of 15 consecutive minutes. Should the consumer's maximum demand so recorded exceed 50 kW during any three of the preceding twelve months, the consumer shall be reclassified and shall begin receiving service under Schedule GSD for the next twelve months. The consumer shall continue to receive service under Schedule GSD until such time as the consumer's monthly kilowatt demand so recorded for a period of twelve consecutive months does not exceed 50 kW. However, if the consumer's monthly demand has not exceeded 75 kW during any three of the preceding twelve months and the consumer requests to be billed under Schedule GS, then the consumer shall continue to receive service hereunder.

Rate: (Monthly)

Consumer Charge:		\$12.00
Energy Charge:	All On-Peak kWh	\$0.168 per kWh
	All Off-Peak kWh	\$0.047 per kWh
Minimum Charge:	1. As specified in the agreement for service, or	
	2. \$0.75 per kVA of installed transformer capacity. <u>The Consumer Charge.</u>	

Rating Periods:

- On-Peak:
 November through March: All days during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10:00 p.m.
- April through October: All days during the hours from 2 p.m. to 8 p.m.
- Off-Peak:
 All other hours.

GENERAL SERVICE – NON-DEMAND
100% LOAD FACTOR USAGE

RATE SCHEDULE – GS-1

Availability: Throughout the entire territory served by Clay electric Cooperative, Inc.

Applicability: To any consumer, other than residential, with fixed wattage loads operating continuously throughout the billing period such as traffic signals.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available secondary voltage.

Limitations of Service: 1. This rate schedule does not provide for standby service.
2. This rate schedule does not permit resale of service.

Rate: (Monthly)

Consumer charge: \$9.00

Energy Charge: \$0.0735 per kWh

Minimum Charge: 1. As specified in the agreement for service.
2. ~~\$0.75 per KVA of installed transformer capacity.~~ The Consumer Charge.

Calculated Usage: The calculated kWh usage at each unmetered point shall be determined by operating tests or utilization of manufacturer ratings and specifications. The monthly operation shall be based on 730 hours.

Terms of Payment: Cash, within the time limit specified on the bill, and at Cooperative designated locations.

Demand Charges: Non Applicable

Billing Adjustments: The Cooperative's power cost adjustment and tax adjustment clause contained on sheet Numbers 14.0 and 15.0.

Term of Service: From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative's rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.

Additional Clauses: None

Miscellaneous: None

(Continued from Sheet No. 9.2)

GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – GSDD/LM

MINIMUM CHARGE:

1. As specified in the agreement for service, for
2. ~~\$0.75 per kVA of installed transformer capacity.~~ The Consumer Charge.

TERM OF PAYMENT:

Cash, within the time limit specified on the bill, and at Cooperative designated locations.

BILLING ADJUSTMENTS:

Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.

CONSUMER PEAK DEMAND

Shall be the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.

ON-PEAK DEMAND:

Shall be the maximum kilowatt load used by the consumer for any sixty (60) consecutive minutes during the On-Peak Period defined herein, as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.

ON-PEAK PERIOD:

The stated On-Peak Period represents the probable hours of occurrence for the Cooperative's monthly system Peak demand. Unless the Cooperative notifies the consumer as described below, the On-Peak Period hours, expressed in terms of prevailing clock time, shall be as follows:

During the winter months of November through March, inclusive On-Peak period shall be the hours each day from 6:00 A.M. to 10:00 A.M. and from 6:00 P.M. to 10:00 P.M.

Continued to Sheet No. 9.4

"Continued from Sheet No. 10.0"

LARGE GENERAL SERVICE-DEMAND

RATE SCHEDULE – LGSD

- Minimum Charge: 1. As specified in the agreement for service or
2. ~~\$0.75 per kVA of installed transformer capacity.~~ The Consumer Charge.
- Terms of Payment: Cash, within the time limit specified on the bill, and at Cooperative-designated locations.
- Billing Adjustments: Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.
- Demand: Shall be of the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.
- Term of Service: Shall be from billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative's rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.
- Additional Clauses: If service is furnished at primary distribution voltage, a discount of five (5) percent shall apply to the demand and energy charge based on a kWh of \$0.0123 per kWh and if the minimum charge is based on transformer capacity, a discount of five (5) percent shall also apply to the minimum charge. However, the seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.
- Miscellaneous: None

(Continued from Sheet No. 10.5)

LARGE GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – LGSdT/LM

Minimum Charge:

1. As specified in the agreement for service, or
2. ~~\$0.75 per kVA of installed transformer capacity.~~ The Consumer Charge.

TERM OF PAYMENT:

Cash, within the time limit specified on the bill, and at Cooperative designated locations.

BILLING ADJUSTMENTS:

Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.

CONSUMER PEAK DEMAND:

Shall be the consumer's sixty-minute demand measured coincident with the monthly peak demand for which the Cooperative is billed under the applicable wholesale rate for electric service furnished hereunder.

ON-PEAK PERIOD:

The stated On-Peak Period represents the probable hours of occurrence for the On-Peak Demand. Unless the Cooperative notifies the consumer as described below, the On-Peak Period hours, expressed in terms of prevailing clock time, are as follows:

During the winter months of November through March, inclusive, the On-Peak Period shall be the hours each day from 6:00 A.M. to 10:00 A.M. and from 6:00 P.M. to 10:00 P.M.

Continued to Sheet 10.7

STANDARD RATE FOR PURCHASE
OF AS-AVAILABLE
ENERGY FROM QUALIFYING SMALL PHOTOVOLTAIC SYSTEMS OF ~~40~~ 50 KILOWATTS OR LESS
RATE SCHEDULE – SPS-1

Availability: Seminole Electric Cooperative, Inc. (Seminole ECI), through Clay Electric Cooperative, Inc. (Clay ECI), will purchase the electricity generated and delivered to Clay ECI from any of its members' qualifying Small Photovoltaic Systems of ~~40~~ 50kW or less under the provisions of this Rate Schedule SPS-1.

Applicability: To any Small Photovoltaic System that uses an inverter rated at no more than ~~40~~ 50 kilowatts that produces energy for sale to Seminole ECI, through Clay ECI, on an as-available basis. As-Available Energy is defined as energy produced and sold by a Small Photovoltaic System on an hour-by-hour basis for which contractual commitments as to the tie, quantity, or reliability of delivery are not required. To qualify to receive payments hereunder, the member's Small Photovoltaic System must meet the definition of and requirements for small photovoltaic systems set forth in rule 25-6-065 of the Florida Administrative Code.

Limitations of Service: All service pursuant to this schedule is limited to those Small Photovoltaic Systems which have executed an "Interconnection Agreement For Small Photovoltaic Systems of ~~40~~ 50 kW or Less" with Clay ECI, and for which Seminole ECI and Clay ECI have executed an "Agreement to Purchase Excess Energy Of Small Photovoltaic Systems of 50 ~~40~~ kW or Less", and is subject to the terms and conditions of said agreements.

Rate for Purchase of Electricity Generated and Delivered:

A. **Capacity Rate**

None

B. **Energy Rate**

3.19¢ per kWh

C. **Monthly Payments**

Monthly payments for As-Available Energy shall be based on the product of (1) the Energy Rate as provided for herein, and (2) the quantity of energy generated by the Small Photovoltaic System and delivered to Clay ECI at the Interconnection Facility during the month.

All generated energy shall be adjusted for losses from the point of metering to the Point of Interconnection.

"Continued to Sheet No. 11.21"

(Continued from Sheet No. 11.20)

STANDARD RATE FOR PURCHASE
OF AS-AVAILABLE
ENERGY FROM QUALIFYING SMALL PHOTOVOLTAIC SYSTEMS OF ~~40~~ 50 KILOWATTS OR LESS
RATE SCHEDULE – SPS-1**D. Energy Rate Adjustment**

The Energy Rate contained herein is based on the Energy rate set forth in Seminole ECI's Rate Schedule QF-1 and is subject to increase or decrease by an amount per kilowatt-hour determined as follows:

$$\text{ERA} = \{D - 0.0319\}$$

Where:

- ERA = Energy Rate Adjustment charge per kWh
- D = The Energy Rate set forth in Seminole ECI's Rate Schedule QF-1 applicable to service hereunder during the month for which the bill is rendered.

Metering: The member shall permit Clay ECI or its representatives to install metering equipment to measure the energy generated by the member's Small Photovoltaic System and delivered to Clay ECI.

Terms of Service:

- A. It shall be the member's responsibility to inform Clay ECI of any change in its Small Photovoltaic System electric generation capability.
- B. Any electric service delivered to members with Small Photovoltaic Systems shall be metered separately and billed under Clay ECI's applicable rate schedule.

POWER COST ADJUSTMENT CLAUSE

Applicable: This clause is applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustments.

Calculation: Each kilowatt hour of energy sold by the Cooperative shall be increased or decreased per kilowatt-hour by an amount equal to:

$$PCA = \frac{C + E}{S} - B \quad \frac{C + L + E}{S} - B$$

Where:

- PCA = Power Cost Adjustment Factor expressed in \$0.0000 per kWh.
 C = The total power cost from all suppliers computed for the projected twelve-month period.
 L = The total estimated energy conservation rebates to be paid to participating consumers for the projected twelve month period.
 E = The accumulated dollar amount of the difference between actual and recovered cost in the preceding twelve-month period.
 S = The total estimated energy sales for the projected twelve-month period.
 B = Base amount of power cost recovered in the Cooperative's electric retail rate schedules equal to \$0.05445 per kilowatt-hour sold.

The cost of power and kilowatt-hours used in the above formula may exclude such quantities applicable to certain consumers billed under rate schedules not subject to the PCA.

The PCA will be computed according to the above formula for a twelve month period beginning January of each calendar year. This factor shall remain constant and be billed each month of that calendar year, subject to the following provisions.

Each month of the twelve-month period, the Cooperative shall recompute the total power cost, energy conservation rebates, and total estimated energy sales, based on actual data for historical months and revisions to projected data, as deemed appropriate by the Cooperative for the remaining months of the twelve-month period, to reflect current costs and other relevant factors. Should such recomputations indicate that continued use of the PCA then in effect for the remainder of the twelve-month period would result in a substantial under or over recover of the applicable ~~power~~ cost, the Cooperative may modify the existing PCA to recover such applicable ~~power~~ cost more accurately.

At the end of the twelve-month period, the accumulated dollar amount of applicable ~~power~~ cost, under or over recovered for that twelve-month period shall be determined and an adjustment to the actual PCA revenue booked for the twelfth month shall be made to reconcile the ~~power~~ cost account and incorporated into the computation of the PCA for the following twelve-month period. However, the Cooperative may at its sole discretion absorb a portion of the power cost to be recovered herein, provided that after doing so the Cooperative will remain a sound financial position.

Additional Clauses: None

Miscellaneous: None

INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC
SYSTEMS OF 40 50 kW or LESS

This agreement ("Interconnection Agreement" is made this _____ day of _____ 200____, by and between _____ Electric Cooperative, Inc. ("Cooperative") and _____ ("Customer") located at _____ in _____, Florida, collectively referred to as the Parties.

RECITALS

Whereas, the Customer has requested to interconnect its Small Photovoltaic System (SPS), of 40- 50 kW or less to the Cooperative's electrical service grid at the Customer's presently metered location.

Whereas, the Customer has requested compensation for any excess electrical energy produced by the Customer's SPS and delivered onto the Cooperative's electric service grid.

Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, has a term through December 31, 2045, and which provides among other things that the Cooperative shall purchase from Seminole all electric power and energy which the Cooperative shall require for the operation of the Cooperative's system.

Whereas, the cooperative has entered into an agreement with Seminole Electric Cooperative, Inc. ("Seminole") and Seminole have entered into that certain Agreement to Purchase Excess Energy of Small Photovoltaic Systems ("SPS Agreement"), which provides among other things, for the purchase by Seminole of the excess electrical energy produced by the Customer's SPS for use of said excess electrical energy on the Cooperative's system.

Whereas, Seminole's compensation for the purchase of the excess electrical energy produced by the Customer's SPS shall be credited on the Cooperative's billing to the Customer.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

1. The Customer agrees to provide written certification that the SPS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications requirements. Such certification shall be delivered to Cooperative upon execution of this Interconnection Agreement.
2. The customer agrees shall, prior to _____, provide equipment specifications to the Cooperative identifying and certifying in writing that the SPS, Inverters and associated equipment design, installation and operation adheres to IEEE-929 Standards, UL-1741 Standards, and the National Electric Code.
3. The customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the SPS and associated equipment are operated correctly and safely.
4. The Customer agrees, upon proper notice, to allow inspection, during normal business hours, of its SPS facility and equipment by the Cooperative and/or Seminole, to determine unit availability and compliance with this Interconnection Agreement provisions and the provisions of the SPS Agreement. However, nothing herein obligates Cooperative or Seminole to inspect and failure of the Cooperative and Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.

"Continued to Sheet No. 20.02"

"Continued from page 20.01"

INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC

SYSTEMS OF ~~40~~ 50 Kw or LESS

5. The customer is responsible for protecting its generating equipment, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power.
6. The Customer agrees to provide and maintain not less than \$100,000 of Personal Injury and Property Damage Liability Insurance and to list Cooperative and Seminole as additional insured on such policy. Proof of said insurance in effect at the time of interconnect shall be provided by the Customer and attached to the Interconnection Agreement.
7. The Customer agrees to, at the Customer's expense, install and maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the SPS and any customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separate from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the SPS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will make an attempt to notify the Customer of its intent to disconnect the Customer's SPS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.
8. The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the Customer's SPS, except in those cases where loss occurs due to the gross negligent actions of the Cooperative.
9. The Cooperative will provide, and the customer's ~~E~~electrician will connect on the Customer's premises, the necessary additional metering equipment ~~capable of measuring any~~ to measure kilowatt-hours delivered back to the Cooperative's electric service grid.
10. Excess electric energy (kWh) is defined as the energy produced by the Customer's SPS that exceeds the amount of energy needed from the SPS to self-serve the Customer's electrical requirements and which is metered as being delivered back to the Cooperative's electric grid. All excess kWh, when it is available, will be delivered to the Cooperative's electric grid.
11. The Cooperative will credit the Customer's electric bill account for the amount of ~~excess SPS kWh energy~~ Excess Electric Energy. The amount of the credit shall be based on the As-Available energy payments for Qualifying Facilities of 100 Kilowatts or Less as specified in Seminole's Rate Schedule QF-1, as amended from time to time, and as attached to this Interconnection Agreement. Crediting may reflect a monthly lag.
12. The Cooperative may charge a reasonable non-refundable processing fee for interconnection.

"Continued to Sheet No. 20.03"

"Continued from Page 20.02"

INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC
SYSTEMS OF ~~40~~ 50 kW or LESS

13. The Cooperative has the right, at the Customer's expense, to disconnect the Customer's SPS at any time. This may result from but not limited to:
 - a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - b. Hazardous conditions existing on the Cooperative's and/or Seminole's system due to the operation of the Customer's SPS generating or protective equipment as determined by the Cooperative;
 - c. Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative; ~~and~~;
 - d. Failure by the customer to maintain and keep in force the required insurance; and
 - e. Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.
14. On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch; and remove the additional kilowatt-hour meter and associated Cooperative equipment. At the Customer's expense, the customer agrees to permanently isolate the customer's SPS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within 10 working days that the disconnect procedure has been completed.
15. The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement shall be the State Court of the Proper jurisdiction located within the State of Florida's Fourth Judicial Circuit.
16. In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
17. The Parties acknowledge that this Interconnection Agreement is subject to the SPS Agreement and the WPC, each entered into between Cooperative and Seminole. This Interconnection Agreement is intended to be consistent with the SPS Agreement and the WPC, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the SPS Agreement or the WPC, the Parties agree that the SPS Agreement or the WPC, respectively, shall prevail.
18. The Parties acknowledge and agree that Seminole is a third party beneficiary with the full right and authority to enforce the terms and conditions of this Interconnection Agreement.

"Continued to Sheet No. 20.04"

"Continued from Page 20.03"

INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC
SYSTEMS OF 50 kW or LESS

19. Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

 If to Customer:

 If to Cooperative:

Notice of any change in any of the above addresses shall be deemed in the Manner specified in this section.

20. Other special Provisions (e.g. collection of monthly administrative fees):

21. This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

Customer: Print Name or Organization

_____ Electric Cooperative, Inc.

By: _____
Signature: Authorized Representative

By: _____
Signature

(Print Name and Title)

(Print name and Title)