IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

COMMUNITY POWER NETWORK CORPORATION
(d/b/a Solar United Neighbors) and
the LEAGUE OF WOMEN VOTERS OF FLORIDA,
INC.,

Plaintiffs,

Case No.: 2018-CA-002497
Division: CV-D

v.

JEA, a Florida municipal electric utility,

Defendant.
_____/

PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM OF LAW

Plaintiffs file this Motion for Summary Judgment and Memorandum of Law against Defendant JEA ("JEA") pursuant to Florida Rules of Civil Procedure 1.510, and in support thereof state:

I. INTRODUCTION

1. This motion for summary judgment against JEA seeks a declaration from the Court that JEA's Distributed Energy Policy, effective April 1, 2018 ("JEA's 2018 Policy"), violates section 366.91, Florida Statutes.

2. In order to promote renewable energy, in 2008 the Florida Legislature amended section 366.91, Florida Statutes, to require all electric utilities to "develop a . . . net metering program for customer-owned renewable generation" and defined net metering as "a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer's electricity consumption on site."

3. Unlike traditional energy customers, utility customers with renewable energy systems (such as solar panels) not only use energy, they also generate it. As evident from the term itself, *net* metering allows utility customers with renewable energy systems to pay only for the *net* energy used in a billing period by offsetting the energy they consumed with the energy they generated, thereby saving the customer money. Net metering promotes the use of renewable energy, as the legislature intended, by making it cost-effective. Under Florida's net metering law, customers with solar panels need pay only for the electricity beyond what their own panels produced or, put another way, the *net* difference between their solar panels' total production and the customers' total consumption in a billing period.

4. For example, during the day, rooftop solar customers will typically produce more energy than they consume, as solar panels generate considerable energy during the daytime when the sun is out. The excess energy is sent to the electrical grid operated by the utility company. At night, on the other hand, solar customers will consume energy from the grid as the solar panels are not producing energy themselves during the nighttime.

5. Under net metering, rooftop solar customers offset their energy consumption from the grid with the excess energy they generate by selling it back to the grid on a one-for-one basis, and, as a result, they save on their utility bills. This means the energy purchased from the utility and the energy generated by the customer are treated the same—1 kilowatt hour ("kWh") purchased is offset by 1 kilowatt hour generated. In Florida, the reduction in energy bills due to net metering allows a customer who invests in rooftop solar to recoup the money invested in about 10 years. As upfront costs to install solar panels is significant, net metering creates a strong incentive for Floridians to pursue rooftop solar energy by allowing solar customers to recoup their investment in a reasonable amount of time.

6. Since at least 2003, JEA has offered net metering to customers as required by Florida law.[1] Under a new policy effective April 1, 2018, however, JEA no longer offers a net metering program. By its own terms, JEA's 2018 Policy terminated its net metering program. It grandfathered in past participants for a period of years, but does not offer net metering to new participants. New solar customers are offered just a fraction of the value for the energy they generate and are not able to net (or offset) the energy they consume with the same amount of energy they generate.

7. This motion for summary judgment addresses the core question presented by this case: whether Florida law requires municipal utilities to offer a net metering program that allows customers to offset—or net—the power they consume with the power they produce.

8. Section 366.91's stated legislative purpose is to "promote the development of renewable energy resources in this state." To this end, the provision instructs municipal electric utilities to develop a net metering program and file annual status reports on participation in the program to the PSC thereafter. The plain meaning of this section requires that the utilities create a program, make it available to their customers, and report on its status each year. The statute contains no language allowing for termination of the program. To the contrary, the annual reporting requirement indicates that the program will continue each year. The legislative intent supports this plain meaning as evidenced by the statute's text, purpose, and legislative history.

9. For the reasons discussed below, the plain meaning of section 366.91, Florida Statutes, mandates that municipal electric utilities, like JEA, provide a net metering program that

[1] Plaintiffs only contend that JEA offered customers the ability to offset the energy they consumed with the energy they produced on a one-for-one basis ("net") as required by Florida law. Plaintiffs are not opining on whether other specifics of JEA's prior net metering programs complied with Florida law.

permits customers, including new participants, to offset energy consumed with the renewable energy they generate on-site, such as through rooftop solar.

10. Plaintiffs are entitled to summary judgment as a matter of law. They seek a determination that JEA is required to offer a net metering program and that JEA's affirmative defenses are inapplicable or fail as a matter of law.

II. STANDARD OF REVIEW AND STATEMENT OF UNDISPUTED FACTS

11. Under Rule 1.510(c), Florida Rules of Civil Procedure, a motion for summary judgment must be granted if there are no genuine issues of material fact in dispute and the movant is entitled to judgement as a matter of law. The purpose of a summary judgment is to avoid the expense and delay of a trial when no dispute exists concerning material facts or a party is unable to support a contention of fact by any competent evidence. *Nat'l Airlines, Inc. v. Fla. Equip. Co. of Miami*, 71 So. 2d 741, 744 (Fla. 1954). Once the movant presents evidence to support the motion, the opposing party must come forward with counter evidence sufficient to reveal a genuine issue. *Landers v. Milton*, 370 So. 2d 368, 370 (Fla. 1979). It is not sufficient for the opposing party to merely assert that an issue exists. *Id.*; *Nat'l Airlines, Inc.*, 71 So. 2d at 744. Plaintiffs allege that there are no genuinely disputed issues of fact. Therefore, this Court can and should decide this case as a matter of law.

12. The undisputed facts are as follows:

a. Prior to April 1, 2018, JEA offered a net metering program as required by Florida law.[2] This program allowed customers to offset the energy they consumed with the energy they produced and, therefore, compensated those customers on a one

[2] Although not at issue here, JEA's former policy contained a system load limit of 10 MW, which does not comply with Florida law. However, this load limit was never reached while the policy was in effect.

kWh-for-one kWh basis, for all energy they generated during a billing cycle. Customers otherwise paid "the retail rate" for energy they consumed, which is currently 10.3 cents/kWh, therefore this one-for-one offset saved the participant the retail value of their generated energy.

b. As of April 1, 2018, JEA adopted a new energy policy terminating its net metering program. JEA no longer offers a net metering program. JEA grandfathered in those who participated in its former net metering program prior to April 1, 2018, for a period of twenty years.

c. In lieu of offering net metering, since April 1, 2018, JEA compensates new renewable (solar) energy-generating customers for less than 1/3 of the value of the energy they generate on-site and send to the grid where JEA can "re-sell" it for additional revenue. Whereas net metering provides a one-for-one offset of each kWh (equivalent to the current "retail rate" value of 10.3 cents per kWh), JEA's new policy only compensates these customers at the "fuel rate" (currently 3.25 cents/kWh) for all energy sent to the grid during a billing cycle. This drastic reduction in the compensated value of each kWh generated by solar customers has a severe economic impact that, contrary to the legislature's intent, will discourage new use of renewable energy.

13. Plaintiffs have standing, as demonstrated below and by the fact that the Court's October 30, 2018 Order denied JEA's motion to dismiss for lack of standing. Affidavits from both Plaintiffs are attached establishing the facts alleged in the complaint are true and the basis for their legal standing to bring this action. Exhibits A and B. Accordingly, JEA's defense as to Plaintiffs' standing is without merit.

14. Defendant's six other affirmative defenses are also without merit, as explained below, and fail as a matter of law.

III. MEMORANDUM OF LAW IN SUPPORT OF MOTION

This motion for summary judgment against JEA seeks a declaration from the Court that JEA fails to offer a net metering program that allows customers to offset—or net—the power they consume with the power they produce, in violation of Florida law.

A. Background

Net metering is not a new concept in Florida. Indeed, net metering is made available across the United States specifically for the purpose of advancing renewable energy, like solar. As early as 2002, well before the Florida legislature enacted the statute at issue in this case, the Florida Public Service Commission ("PSC") was already requiring all investor-owned utilities to institute a net metering or net billing program for residential customers with solar panels.[3] *See* Fla. Admin. Code R. 25-6.065(6) (2002). In 2005, the Florida Legislature stated its intent to promote renewable energy when it enacted the predecessor to current section 366.91, requiring utilities to offer purchase contracts to renewable energy producers. Section 366.91 was amended in 2008 to require that utilities offer net metering programs.

Net metering is a specific billing method that allows customers to offset their consumed power on a one-to-one basis with the power they produce with their renewable energy technology, like solar panels, which saves them money on their energy bill. *See*, *e.g.*, *In re New*

[3] JEA is a municipal utility and not bound by the PSC's net metering rule, which regulates investor-owned utilities. However, the PSC implements the same statutory directive to provide net metering and, as the implementing agency of this mandate, is entitled deference for its interpretation. *See BellSouth Telecommunications, Inc. v. Johnson*, 708 So.2d 594, 596 (Fla. 1998) (giving deference to PSC interpretation that telephone rate regrouping was prohibited price increase under statute).

Haven GLC Solar, LLC, 175 A.3d 1211, 1212 (VT 2017) (explaining background of net metering and one-for-one offset it entails); *SolarCity Corp. v. Ariz. Dep't of Revenue*, 242 Ariz. 395, 399-400 (Ariz. Ct. App. 2017) (net metering credits customers with retail rate); *Renew Wisconsin v. Public Serv. Com'n of Wisconsin*, No. 2015AP911, 2016 WL 3545825, at *1 (Wis. Ct. App. June 30, 2016) (net metering allows offset at retail rate for generated energy); *In re Xcel's Request to Issue Renewable Dev. Fund Cycle 4 Requests for Proposals*, No. A14-1006, 2015 WL 2341257, at *1 (Minn. Ct. App. May 18, 2015) (equating net metering value with retail rate value); *Stadnick v. Vivint Solar, Inc.*, No. 14 Civ. 9283, 2015 WL 8492757, at *3, n. 6 (S.D.N.Y. Dec. 10, 2015).

Accordingly, the PSC's rule explains that net metering allows customers to offset the power they consume with the power they generate during a billing cycle, with any excess generated power to be carried forward to credit future bills within a 12-month period. Fla. Admin. Code R. 25-6.065(6) (2002). In short, the customer pays only for the net difference between the energy consumed and the energy they generated. On the other hand, *net billing* only pays the customer a credit, less than the retail rate, for excess energy generated during the billing cycle, with no carry over to future bills. *See* Fla. Admin. Code R. 25-6.065(6) (2002).

In 2006, the Legislature established a renewable energy policy for Florida that included: (1) promoting the development of renewable energy, (2) protecting the economic viability of Florida's existing renewable energy facilities, (3) diversifying fuel types for generating electricity, and (4) improving environmental conditions. § 366.92(1), Fla. Stat. To open the market to clean, renewable energy and reduce greenhouse gas emissions, then-Governor Crist tasked the PSC to create a uniform, statewide procedure to allow customers with on-site renewable technology, like solar panels, to net meter. Fla. Exec. Order No. 07-127 (July 13,

2007) ("to offset their consumption over a billing period by allowing their electric meters to turn backwards when they generate electricity (net metering)").

Pursuant to this charge, the PSC eliminated the net billing "option" and adopted net metering as the sole metering and billing methodology for customer-owned renewable energy. *See* Fla. Admin. Code R. 25-6.065 (2008). After a year of workshops and information gathering, the PSC determined net metering was the best approach to incentivize customer-owned renewable energy, and specifically declined proposals to dismantle the program. *See* Memorandum from Office of General Counsel, to Office of Comm'n Clerk, at 2-3, 5-6-7 (Feb. 21, 2008) (on file in PSC Docket No. 070674-EI, Document No. 01386-2008).

Consistent with the PSC's efforts and Governor Crist's mandate, in 2008 the Florida Legislature promoted the development of renewable energy by amending Section 366.91, Florida Statutes, to require *all* utilities to institute a net metering program for customers with on-site renewable technology.[4] *See* Fla. H.R. Comm. on Env't & Natural Res., HB 7135 (2008) Staff Analysis 1 (April 16, 2008); § 366.91, Fla. Stat. (2008). The Legislature adopted the same definition of net metering that the PSC had promulgated a month earlier. Fla. S. Jour. 995-97, 1098 (Reg. Sess. 2008) (HB 7135 passed Senate April 30); Notice Order PSC-08-0161-FOF-EI (Mar. 19, 2008) (Rule adopted March 18). The PSC rule explains that under net metering, the utility can only charge for the energy consumed in excess of the customer's on-site generated energy at the end of the month—the offset or netting. Fla. Admin. Code R. 25-6.065(8)(d)

[4] Although the 2008 amendment authorized the PSC to adopt rules to administer the net metering program requirement, it had already adopted its net metering rule and did not need to take further action to implement this mandate. *See* Fla. Admin. Code R. 25-6.065 (2008) (No subsequent revisions to rule).

(2008).[5] Section 366.91, Florida Statutes, similarly provides that net metering must allow this offset. The offset or "netting" is the hallmark of net metering.[6]

Prior to April 1, 2018, JEA provided a net metering program consistent with Florida law that allowed rooftop solar customers to offset their energy consumption from the grid with the extra energy they generated by selling it back to the grid on a one-for-one basis.[7] Exhibit C. For example, under JEA's original policy, if a customer used 1,000 kWh from the grid, and sent 600 kWh from their solar panels to the grid, they were only billed for 400 kWh of energy use.

As of April 1, 2018, however, JEA no longer offers a net metering program to new participants. Exhibit D. Under JEA's 2018 Policy, the net metering program is terminated. Past participants are grandfathered in for a limited time. *Id*. JEA's 2018 Policy does not allow new rooftop solar customers to net or offset the energy they consume with the energy they generate. *Id*. There is no netting at the end of the billing period, where the energy generated reduces the

[5] As the implementing agency of the statutory mandate to provide net metering, the PSC's interpretation of what an offset entails is instructive. When a statutory term is subject to varying interpretations, the agency's interpretation of the statute that it is charged with enforcing is entitled to great deference. *See BellSouth Telecommunications, Inc. v. Johnson*, 708 So. 2d 594, 596 (Fla. 1998) (giving deference to PSC interpretation that telephone rate regrouping was prohibited price increase under statute).

[6] Other Florida agencies and governmental bodies have likewise specified that net metering requires that energy produced offset the energy consumed on a one-for-one basis, the retail rate, so that the customer only pays the net balance. *See, e.g.*, Initial Brief of Att'y Gen. at 14-15, *In re Advisory Op. to Att'y Gen. re Limits or Prevents Barriers to Local Solar Elec. Supply*, 177 So. 3d 235 (Fla. 2015) (No. 28342890) (defining net metering as customers paying only for the electricity beyond what their own panels produce); Technical Assistance Advisement 09A-014, Fla. Dep't of Rev. (Mar. 31, 2009) (in calculating sales tax for net metering, amount taxed is the "net" amount billed after energy generated is offset by the energy consumed plus any credits applied for excess energy consumed); Resolution R-133-08, Miami-Dade County Bd. of County Comm'rs, (Feb. 5, 2008) (on file in PSC Docket No. 070674-EI, Document No. 01512-2008) (defining net metering as allowing customers to buy power and sell their generated power at the same retail rate and urging PSC to adopt that method). Accordingly, net metering requires a one-for-one offset of energy consumed to energy produced.

[7] Again, JEA's former policy contained a system load limit of 10 MW, which does not comply with Florida law. However, this load limit was never reached while the policy was in effect.

energy consumed on a 1 kWh-for-1 kWh basis. Instead, the customer is charged at the retail rate (currently 10.3 cents/kWh) for all kilowatt hours consumed minus a credit at the fuel rate (currently 3.25 cents/kWh) for the total kWh the customer generates on-site and sends to the grid. *Id*. In other words, JEA's 2018 Policy reduces the value of renewable energy generated by customers by more than two thirds, and increases the cost to customers of pursuing renewable energy. Making renewable energy more costly to customers discourages rather than encourages its use.

B. JEA's 2018 Policy Violates Florida's Net Metering Requirement

Section 366.91(6), Florida Statutes, states:

> On or before July 1, 2009, each municipal electric utility and each rural electric cooperative that sells electricity at retail *shall develop a* standardized interconnection agreement and *net metering program for customer-owned renewable generation*. Each governing authority *shall establish requirements relating to* the expedited interconnection and *net metering of customer-owned generation. By April 1 of each year*, each municipal electric utility and rural electric cooperative utility serving retail customers *shall file a report* with the commission detailing *customer participation in the* interconnection and *net metering program*, including, but not limited to, the number and total capacity of interconnected generating systems and *the total energy net metered* in the previous year.

(emphasis added). This places two main obligations on municipal electric utilities: (1) they must develop a net metering program, and (2) they must file annual status reports on participation in the program to the PSC thereafter. *Id*. Section 366.91 defines net metering as "a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer's electricity consumption on site."[8] The plain meaning of this section compels utilities

[8] *See also* Fla. Admin. Code R. 25-6.065 (2008). This is consistent with other net metering programs across the country. *See, e.g.*, *In re New Haven GLC Solar, LLC*, 175 A.3d 1211, 1212 (VT 2017) (explaining background of net metering and one-for-one offset it entails); *SolarCity Corp. v. Ariz. Dep't of Revenue*, 242 Ariz. 395, 399-400 (Ariz. Ct. App. 2017) (net metering credits customers with retail rate); *Renew Wisconsin v. Public Serv. Com'n of Wisconsin*, No.

to establish *and continue* to offer a net metering program. JEA, however, terminated its net metering program as of April 1, 2018. JEA no longer provides a one-for-one offset, or netting, to solar customers in direct contravention of Florida law.

Plain Meaning

The starting point of statutory interpretation is the plain meaning of the statute. *Holly v. Auld*, 450 So. 2d 217, 219 (Fla. 1984). When the language of the statute is unambiguous and conveys a clear meaning, the statute must be given its plain and obvious meaning unless this would lead to an unreasonable result that does not accurately reflect legislative intent. *Id*. (citing *A.R. Douglass, Inc. v. McRainey*, 137 So. 157, 159 (Fla. 1931)). The plain and obvious meaning of section 366.91 necessitates that the utilities create a net metering program, make it available to their customers, and report on the status. The statute contains no language authorizing termination of the net metering program. To the contrary, the on-going annual reporting requirement logically indicates that the program—which is statutorily required—will continue each year.

JEA's position that Florida law permits termination of a net metering program finds no support in the plain language of the statute. To the contrary, section 366.91(6) requires utilities to develop a net metering program and file an annual report thereafter detailing customer participation in the net metering program.

In addition to conflicting with the plain meaning of the statute, JEA's position would render the annual progress reporting requirement in the provision meaningless. Such a reading

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2015AP911, 2016 WL 3545825, at *1 (Wis. Ct. App. June 30, 2016) (net metering allows offset at retail rate for generated energy); *In re Xcel's Request to Issue Renewable Dev. Fund Cycle 4 Requests for Proposals*, No. A14-1006, 2015 WL 2341257, at *1 (Minn. Ct. App. May 18, 2015) (equating net metering value with retail rate value); *Stadnick v. Vivint Solar, Inc.*, No. 14 Civ. 9283, 2015 WL 8492757, at *3, n. 6 (S.D.N.Y. Dec. 10, 2015).

cannot stand. *Florida Dept. of Envt'l Prot. v. ContractPoint Florida Parks, LLC*, 986 So. 2d 1260, 1265 (Fla. 2008) (citing *Jones v. ETS of New Orleans, Inc.*, 793 So. 2d 912, 914–15 (Fla. 2001) (a court must consider the statute as a whole and give meaning to all parts).

The progress report tracks the growth of renewable energy adoption by detailing customer participation in net metering programs and the total energy net metered, requirements which promote the statute's stated purpose: "to promote the development of renewable energy resources in this state." § 366.91, Fla. Stat. However, once a net metering program is terminated, there is nothing to report. Even if prior participants are grandfathered in for a time, the report no longer serves the purpose the legislature intended because the data will only stagnate or decline (and eventually end as participants move away or leave) with no new customers able to access the net metering program. Under JEA's reading, the annual progress report would just be a waste of resources and have no effect. This is an unreasonable outcome which flies in the face of statutory construction principles. *See Diaz v. Jones*, 215 So. 3d 121, 122 (Fla. 1st Dist. Ct. App. 2017) (citing *State v. Atkinson*, 831 So. 2d 172, 174 (Fla. 2002) (court should interpret a statute so as to avoid an unreasonable or absurd result)).

JEA's interpretation would require the court to add words to the statute that are not there, in order to authorize termination. *See Villanueva v. State*, 200 So. 3d 47, 52 (Fla. 2016) (nothing should be added to what the text states or reasonably implies). Simply put, the statute does not say a word about authorizing termination of the net metering programs the statute requires. To do so of course would fly in the face of the statute's purpose, which is to require net metering programs. The annual reporting requirement confirms this sensible, plain reading.

Lastly, unless defined in a statute, words must be given their usual, plain, ordinary, and commonly understood meaning. *Green v. State*, 604 So. 2d 471, 473 (Fla. 1992). Courts

customarily consult the dictionary to determine the plain and ordinary meaning of a word. *Id.*; *Debaun v. State*, 213 So. 3d 747, 751 (Fla. 2017) (looking to dictionary definitions first to ascertain undefined statutory term). The critical statutory term in question is "develop" and the issue is whether it connotes an on-going obligation to provide a net metering program. After consulting several commonly accepted dictionaries, the relevant definitions are to grow, to start, to create, or to produce. *See* Oxford Dictionary, https://en.oxforddictionaries.com/definition/develop (last visited Jan. 14, 2019); Merriam-Webster, https://www.merriam-webster.com/dictionary/develop (last visited Jan. 14, 2019); Cambridge Dictionary, https://dictionary.cambridge.org/us/dictionary/english/develop (last visited Jan. 14, 2019). These definitions convey no temporal limitations and instead express that the subject must exist. By way of analogy, if a statute required the development of a permitting program and annual reporting on compliance, the only logical reading would be that the permitting program was required to be created, maintained, and tracked through an annual report. Moreover, synonymous terms like "create," "establish," or "offer" are frequently used in statutes to form programs, and even corporate bodies like JEA, without an explicit maintenance requirement or inclusion of a sunset provision. *See, e.g.*, Ch. 67-1549, § 1, Laws of Fla. ("hereby created and established a body politic and corporate to be known as the Jacksonville electric authority"); § 366.82(11), Fla. Stat. (requires utilities to offer energy audit program and report on it); § 403.061, Fla. Stat. (requires development of a program to prevent, abate, and control pollution into Florida waters); § 403.061(11), Fla. Stat. (requires establishment of ambient air quality and water quality standards); § 381.0004(3), Fla. Stat. (creates voluntary HIV testing program in every county). Certainly, it would not be reasonable to read these provisions as requiring the creation of programs for pollution control, water quality standards, and voluntary

HIV testing programs but not continuing them. Likewise, the use of the word "develop," combined with the on-going reporting requirement, and the absence of any statutory text to temporally limit the availability of net metering programs, unequivocally demonstrates that all utilities are required to continue providing (and reporting on) net metering programs.

Legislative Intent

JEA's strained interpretation of Florida law is also contrary to the state legislative intent: to promote renewable energy resources. As discussed above, net metering allows customers to offset the energy they consume with the energy they generate on-site, 1kWh consumed for 1kWh generated. This creates an economic incentive for customers to invest in renewable energy, and thereby promotes the development of renewable energy resources. By contrast, nothing about terminating a net metering program promotes renewable energy sources.

Legislative intent is the polestar that guides the court in statutory construction. *Bd. of Trustees, Jacksonville Police & Fire Pension Fund v. Lee*, 189 So. 3d 120 (Fla. 2016). In order to discern legislative intent, courts apply a common-sense approach which requires consideration of the statutory language, the purpose of the statute, the evil to be corrected, legislative history, and pertinent case law that has applied the statute or similar enactments. *Florida Dept. of Envt'l Prot. v. ContractPoint Florida Parks, LLC*, 986 So. 2d 1260,1266 (Fla. 2008) (citing *Bautista v. State*, 863 So. 2d 1180, 1185 (Fla. 2003)). The statute's text is the most reliable and authoritative expression of the legislature's intent. *Raymond James Financial Services, Inc. v. Phillips*, 126 So. 3d 186 (Fla. 2013), *clarification granted*, (Nov. 7, 2013). Where, as here, the plain meaning is clear, that is the end of the inquiry.

The legislative history of section 366.91 confirms the plain meaning of the statute as requiring all electric utilities to provide net metering programs on an on-going basis, not simply

to create and then terminate them. *See* Fla. H.R. Comm. on Env't & Nat. Res., HB 7135 (2008) Staff Analysis 1, 23 (April 16, 2008). When passing this amendment, the Legislature was well aware of the PSC's and Governor's efforts to promote renewable energy by expanding net metering in Florida. *Id*. The Legislature's staff analysis acknowledged that the PSC's net metering rule only applied to investor-owned utilities and that the amendment would expand net metering for all electric utilities. *Id*. There was no discussion of only promoting or requiring net metering for a specified amount of time. *Id*. Allowing utilities to end their net metering program is the antithesis of promoting development because net metering provides the financial incentive. *See In re: Commission Review of Numeric Conservation Goals*, Order No. PSC-14-0696-FOF-EU, 37-39 (Fla. P.S.C. Dec. 16, 2014) (net metering accounts for seasonal nature of renewable energy and benefits customers financially). Terminating a program is also the antithesis of expanding the availability of net metering, as termination necessarily shrinks it.

If individual utilities were permitted to create but then terminate net metering programs, this would defeat the statute's purpose: to promote renewable energy resources. Nothing would prevent all utilities from creating the programs one day and terminating them the next. There would be no assurance that net metering would be provided anywhere at all, and no consistent statewide availability of net metering, which would defeat the statute's purpose of promoting renewable energy by having *all* utilities provide net metering. Such an interpretation would be absurd and render the statute meaningless. *See Diaz v. Jones*, 215 So. 3d 121, 122 (Fla. 1st Dist. Ct. App. 2017) (citing *State v. Atkinson*, 831 So. 2d 172, 174 (Fla. 2002) (court should interpret a statute so as to avoid an unreasonable or absurd result); *Baker v. State*, 951 So. 2d 78, 79 (Fla. 1st DCA 2007) (the judiciary must use a degree of common sense when determining legislative intent).

To be clear, the policy behind the net metering requirement is stated not once, but twice in Florida statutes—"to promote the development of renewable energy." §§ 366.91(1) and 366.92(1), Fla. Stats. The Legislature determined that net metering was a proper means to promote this development and amended the statute to place a statewide mandate on all utilities. Nothing in the statute makes net metering programs optional or temporary. JEA's unilateral decision then to "opt" out of continuing its net metering program cannot stand.

D. Summary

The plain meaning of section 366.91, Florida Statutes, as supported by statute's text, purpose, and legislative history, mandates that municipal electric utilities provide a net metering program for new customers with on-site renewable energy. JEA admits that it "retired" its net metering program. *See* Exhibit E.[9] It also admits that their net metering program will now only be available to those customers who are grandfathered in to the prior program. *Id*. JEA further admits that it has "replaced" its net metering policy with a "Distributed Generation Policy" ("JEA's 2018 Policy"). *Id*. JEA's 2018 Policy does not offer a net metering program. It contains no reference to any program which allows customers with on-site renewable energy technology to offset the energy they consume with all the energy they produce on a one-for-one basis during a billing cycle. Exhibit D. JEA's 2018 Policy therefore violates Florida Statutes, which require a net metering program.

Since it is undisputed that JEA no longer provides net metering for new customer-owned renewable generation, Plaintiffs are entitled to summary judgment as a matter of law and a

[9] JEA, Net Metering Program, https://www.jea.com/emerging_technologies/net_metering/program_details.aspx (last visited Jan. 19, 2019).

declaration from this Court as to the meaning of section 366.91, Florida Statutes, and JEA's violation of its mandate.

IV. JEA'S AFFIRMATIVE DEFENSES

JEA asserts seven affirmative defenses in their Answer without any explanation, legal analysis, or factual support. In sum, JEA argues that (1) there is no general or special duty owed to Plaintiffs, (2) section 366.91, Florida Statutes, does not provide a private cause of action, (3) sovereign immunity bars this action, (4) JEA is immune to suit because JEA did not waive immunity pursuant to section 768.28, Florida Statutes, (5) the public duty doctrine bars liability, (6) Plaintiffs failed to state a claim upon which relief can be granted, and (7) Plaintiffs have no standing. All seven affirmative defenses lack merit and fail as a matter of law.

A. JEA's First Affirmative Defense

In the first affirmative defense, JEA raises an irrelevant legal issue of whether JEA owes a general or special duty to Plaintiffs.[10] Whether JEA owes a duty to Plaintiffs, general or otherwise, is not at issue because this is not an action for tort liability. Plaintiffs clearly state in their complaint that they are seeking a declaration from the Court that JEA's 2018 Policy violates Florida law. Plaintiffs brought this suit pursuant to sections 26.012 and 86.011, Florida Statutes, which provides the basis for seeking declaratory and supplemental relief. Nowhere in the four corners of the complaint do Plaintiffs allege that JEA breached a duty owed to them, nor do Plaintiffs argue this in the instant motion for summary judgment. An allegation that a governmental entity failed to follow the law is separate and distinct from a tort action where

[10] *See Martinez v. Florida Power & Light Co.*, 863 So. 2d 1204, 1205 (Fla. 2003); *McCain v. Florida Power Corp.*, 593 So. 2d 500 (Fla. 1992) (determination of whether there exists a duty of care is a matter of law and not a factual question for the jury to decide); *Johnson v. Lance, Inc.*, 790 So. 2d 1144, 1148 (Fla. 1st DCA 2001) (same).

negligence is alleged. *Compare Williams v. City of Mount Dora*, 452 So. 2d 1143 (Fla. 5th DCA 1984) (ruling in favor of utility customer in declaratory action and finding utility illegally refused to supply service to customer based on prior owner's delinquent bill), *and Neapolitan Enterprises, LLC v. City of Naples*, 185 So. 3d 585 (Fla. 2d DCA 2016) (allowing landowner to seek declaratory relief regarding City's failure to follow variance procedure for restaurant with off-street parking and finding separation of powers was no bar to suit for ultra vires act of City), *with McCain v. Fla. Power Corp.*, 593 So. 2d 500, 502 (Fla. 1992) (finding legal duty for tort action arose when electrical utility created a generalized and foreseeable risk of harming others and proximately caused plaintiff's electrocution by breaching its duty to indicate where underground electrical cable lay). Accordingly, whether a duty exists is inconsequential and not a proper legal theory to defeat this action. Therefore, this defense should be denied as a matter of law.

B. JEA's Second Affirmative Defense

JEA next asserts that section 366.91, Florida Statutes, does not provide a private cause of action for violations of the section. However, a private cause of action does not have to be contained within a statute in order to bring a declaratory action regarding the meaning of a statute and whether a municipality has complied with the law. *See* § 86.011, Florida Statutes; *Williams*, 452 So. 2d 1143 (ruling in favor of utility customer in declaratory action challenging municipal utility bill); *Neapolitan Enterprises*, 185 So. 3d 585 (allowing landowner to seek declaratory relief regarding City's failure to follow variance procedure for restaurant with off-street parking and finding separation of powers was no bar to suit for ultra vires act of City). A declaratory action does not require a separate independent statutory basis in addition to section

86.011, Florida Statutes, which provides the circuit court with jurisdiction. Accordingly, as a matter of law this defense is without merit.

C. JEA'S Third Affirmative Defense

JEA is not entitled to claim sovereign immunity, as alleged in its third affirmative defense, over its violation of a mandatory statutory duty. Indeed, when a municipality is operating a utility, such as the case is here, it is acting in its proprietary capacity, not governmental capacity, and is governed by the same laws as private corporations. *Edris v. Sebring Utils. Comm'n*, 237 So. 2d 585, 586 (Fla. 2nd DCA 1970). Moreover, under the doctrine of sovereign immunity, only "certain discretionary functions of government are inherent in the act of governing and are immune from suit." *Detournay v. City of Coral Gables*, 127 So. 3d 869, 872 (Fla. 3d DCA 2013) (quoting *Trianon Park Condo. Ass'n, Inc. v. City of Hialeah*, 468 So. 2d 912, 922 (Fla. 1985)). In this declaratory judgment action, Plaintiffs are not requesting that JEA perform some discretionary act like enforcement of a building code. Rather, Plaintiffs argue that JEA has violated Florida law by failing to implement a net metering program as required by section 366.91, Florida Statutes. As such, sovereign immunity does not apply. *See A.L. Lewis Elementary Sch. v. Metro. Dade County*, 376 So. 2d 32, 34 (Fla. 3d DCA 1979) (finding "express statutory direction" to install speed zones and traffic control devices at state locations makes governmental actions mandatory and "thereby removed from the realm of governmental discretion."); *see also Trianon Park Condo. Ass'n*, 468 So. 2d at 918-19 (sovereign immunity prohibits the judiciary from interfering with the discretionary functions of legislative or executive branches of government absent a violation of a constitutional or statutory provision); *Neapolitan Enterprises, LLC*, 185 So. 3d 585 (separation of powers was no bar to suit for City's ultra vires act of failing to comply with variance procedure).

Additionally, Florida courts have long held that actions taken by a municipality under statutory authority are reviewable by the courts. *City of Miami v. Rosen*, 151 Fla. 677, 683 (Fla. 1942) ("[a]ll municipal ordinances and regulations as well as the orders or regulations of municipal administrative boards are subject to authorized judicial review" and "such validity is determined by due consideration of the authority under which it is adopted, and, if need be, the passage and terms of the ordinance or its operation, may be considered in connection with the controlling law, whether it be organic or statutory, public policy, or the required standard of reasonableness."). Clearly, a municipality is not immune from judicial review for actions taken under a statutory mandate. *Id.* at 684-85; *see also City of Punta Gorda v. Morningstar*, 110 So. 2d 449 (Fla. 2d DCA 1959); *Edris v. Sebring Utilities Commission*, 237 So. 2d 585 (Fla. 2d DCA 1970).[11] Even if confusion could still exist, the Declaratory Judgment Act patently states that municipalities are necessary parties in proceedings concerning the validity of their ordinances. § 86.091, Fla. Stat. Consequently, sovereign immunity does not apply to this action as a matter of law.

D. JEA'S Forth Affirmative Defense

JEA's claim that it is immune from liability except to the extent that immunity is waived by section 768.28, Florida Statutes, is incorrect as a matter of law. Not only is JEA not entitled to claim sovereign immunity, as explained above, the statute to which JEA cites in support of

[11] In both cases, sovereign immunity was not seen as an issue to bar plaintiffs from declaratory judgment against the city or municipal utilities commission. *See also Sierra Club v. Brown*, 243 So. 3d 903 (Fla. 2018) (environmental association challenge to utility rate increase); *Fla. Indus. Users Group v. Graham*. 209 So. 3d 1142 (Fla. 2017) (association comprised of utility customers challenged utility power purchase agreement); *S. Alliance for Clean Energy v. Graham*, 113 So. 3d 742 (Fla. 2013) (environmental association's challenge to cost recovery for construction of nuclear power plants); *Arvida Corp. v. Jacksonville Elec. Auth.*, 369 So. 2d 672 (Fla. 1st DCA 1979) (electric customer challenged JEA rates as being unlawful).

this purported immunity concerns only the waiver of sovereign immunity with respect to tort liability. § 768.28, Fla. Stat. (2018); *see also State, Dep't of Elder Affairs v. Caldwell*, 199 So. 3d 1107, 1110 (Fla. 1st DCA 2016) (emphasizing section 768.28, Florida Statutes, "applies only to tort claims, not to statutory claims"). As the present action does not sound in tort, this statute is wholly inapplicable as a matter of law.

E. JEA'S Fifth Affirmative Defense

JEA claims in its fifth affirmative defense that even if a duty of care was established, the public duty doctrine would bar liability. Again, a duty of care is not at issue in a non-tort action such as this and, likewise, the public duty doctrine is inapplicable. The public duty doctrine applies solely to governmental tort liability and instructs courts regarding the *duty of care* owed by a governmental actor to an alleged *tort* victim. *Wallace v. Dean*, 3 So. 3d 1035, 1047–48 (Fla. 2009), (citing *Trianon Park Condominium Association v. City of Hialeah*, 468 So. 2d 912, 919 (Fla. 1985) (establishing guide for governmental tort liability)). Consequently, the public duty doctrine is inapposite and this defense should be rejected as a matter of law.

F. JEA'S Sixth Affirmative Defense

JEA claims that Plaintiffs fail to state a claim upon which relief can be granted because JEA is immune from liability for the cause of action in this case. The basis for this purported immunity is not clear. First, JEA has no immunity in this action where it is acting in its proprietary capacity for the reasons stated above in section IV.C., nor are Plaintiffs seeking a monetary judgment from JEA, nor does this case sound in tort.

This action is brought pursuant to the Declaratory Judgment Act. Complaint at 2. Not only are municipal actors considered proper parties for declaratory judgment actions, but such entities are specifically required to be parties by the statute, which states that in "any proceeding

concerning the validity of a county or municipal charter, ordinance, or franchise, such county or municipality shall be made a party and shall be entitled to be heard." § 86.091, Fla. Stat. Use of the Declaratory Judgment Act against municipal and county actions has been repeatedly upheld by the courts without any finding that municipal organs enjoy any immunity whatsoever under the Declaratory Judgment Act. *E. Naples Water Sys. v. Bd. of Cnty. Comm'rs of Collier Cnty.*, 457 So. 2d 1057, 1059 (Fla. 2d DCA 1984) (rejecting argument from county that declaratory judgment act was not proper vehicle to challenge validity of county ordinance regarding water utilities); *Fountain v. City of Jacksonville*, 447 So. 2d 353, 355 (Fla. 1st DCA 1984) (declaring a Jacksonville zoning ordinance to be invalid under the Declaratory Judgment Act); *Safer v. City of Jacksonville*, 212 So. 2d 785, 788-89 (Fla. 1st DCA 1968) (finding that complaint challenging Jacksonville housing code ordinance as being enacted without legislative authority stated valid cause of action for declaratory judgment proceeding). In fact, JEA has repeatedly been a party to declaratory judgment actions. *See Jacksonville Elec. Auth. v. Draper's Egg & Poultry Co.*, 557 So. 2d 1357, 1358-59 (Fla. 1990) (reviewing Declaratory Judgment Act case against JEA regarding utility bill dispute); *JEA v. Florida Power & Light Co.*, 6 So. 3d 1247, 1247-48 (Fla. 1st DCA 2009) (upholding declaratory judgment brought by FPL in FPL's favor against JEA regarding meaning of contract term). Declaratory judgment actions have often been used to assess the legality of municipal utility rate structures (the relief Plaintiffs seek here). *Contractors & Builders Ass'n of Pinellas Cnty. v. City of Dunedin*, 329 So. 2d 314, 316, 321-22 (Fla. 1976) (finding municipal utility rates to be unlawful in declaratory judgment action); *Mohme v. City of Cocoa*, 328 So. 2d 422, 423-26 (Fla. 1976) (remanding case to trial court to issue declaratory judgment regarding validity of municipal utility rate structure).

As the Declaratory Judgment Act and the cases interpreting it have made clear, municipal organs do not enjoy any immunity from declaratory judgment actions, including the relief requested here: a declaratory judgment and injunction requiring JEA to comply with the law by offering a net metering program. Thus, JEA's sixth affirmative defense must be rejected.

G. JEA'S Seventh Affirmative Defense

Lastly, JEA asserts that the Plaintiffs lack standing, a claim that was made and rejected by the court after full briefing and argument on JEA's motion to dismiss. Order Denying Mot. Dismiss, Oct. 30, 2018.

Solar United Neighbors

As argued in response to JEA's motion to dismiss, in its capacity as a corporation, Solar United Neighbors has standing to sue in its own right. § 607.0302, Fla. Stat. (corporations have the same power as individuals when injured "[t]o sue and be sued, complain, and defend in its corporate name . . . ."). When seeking relief under the declaratory judgment act, a party need only allege a "bona fide, actual, present, and practical need for the declaration sought." *Reinish v. Clark*, 765 So. 2d 197, 203 (Fla. 1st DCA 2000) (non-resident taxpayers had standing under declaratory judgment act to challenge homestead exemption because the Plaintiffs had "alleged that they had to pay more than their lawful share"—nothing more was required by the court to establish standing). Solar United Neighbors has been harmed by JEA's 2018 Policy which directly caused it to suffer an economic loss (lost profits) by forcing the cancellation of its rooftop solar cooperative in Jacksonville. Exhibit A. Due to this economic harm, Solar United Neighbors has an actual, present, and practical need for a declaration as to the legality of JEA's 2018 Policy. Moreover, Solar United Neighbors' economic harm is concrete because it had to

cancel a specific, planned rooftop solar cooperative in Jacksonville that was directly impacted by JEA's 2018 Policy.

League of Women Voters of Florida

The League of Women Voters of Florida (the LWVFL) has associational standing because a substantial number of members are substantially affected, the subject matter is within the association's general scope of interest, and the relief requested is appropriate to receive on behalf of its members. *Hillsborough Cnty. v. Fla. Restaurant Ass'n*, 603 So. 2d 587, 589 (Fla. 2d DCA 1992) (restaurant association met three prong test and thus had associational standing to challenge ordinance). The LWVFL has about 100 members in the Jacksonville area that will be impacted by JEA's 2018 Policy's dramatic reduction of rooftop solar adoption. Exhibit B. Members who do not have solar panels installed are discouraged from doing so because they have lost the economic incentive of fair compensation for solar energy they produce and send to the grid. Exhibits A and B.

This case is also squarely within the LWVFL's general scope of interest as evidence by their specific campaign to bring affordable solar to Florida since 2016 and partnership with SUN to open solar cooperatives, including in Jacksonville. Exhibit B. Indeed, LWVFL's scope of interest is not purely to *advocate* for solar, which is just the means for the ends. The LWVFL's interest is to expand rooftop solar, which has been limited and harmed by JEA's 2018 Policy. The courts are very familiar with suits brought by organizations against a law, rule or ordinance that runs counter to the group's interests, regardless if the group advocates to advance such an interest. *See, e.g., Combs v. City of Naples*, 834 So. 2d 194, 197-98 (Fla. 2d DCA 2002) (not-for-profit organization representing nearby homeowners to development, "formed to protect the interests of homeowners" had standing, given "the liberal construction to be afforded" for

declaratory judgment actions); *Fraternal Order of Police v. City of Miami*, 233 So. 3d 1240, 1246-47 (Fla. 3d DCA 2017) (finding that police union could maintain action for declaratory judgment and injunctive relief on behalf of members challenging oral portion of promotional exam for position of police sergeant); *Hillsborough Cnty.*, 603 So. 2d at 589 (restaurant association had associational standing to challenge ordinance requiring members to post signs warning of dangers of alcohol); *Cannery, Citrus, Drivers, Warehousemen & Allied Emp. of Local 444 v. Winter Haven Hosp.*, 279 So. 2d 23, 27 (Fla. 1973) (labor union had standing to represent employees to seek injunctive relief against employer coercion directed at union members).

Lastly, the relief requested is the type appropriate to receive on behalf of its members as the League is not seeking damages, only a declaration from this court. *See, e.g., Reinish v. Clark*, 765 So. 2d 197, 203 (Fla. 1st DCA 2000) (non-resident taxpayers had standing under declaratory judgment act to challenge homestead exemption); *City of Lynn Haven v. Bay Cnty. Council of Registered Architects*, 528 So. 2d 1244, 1246 (Fla. 1st DCA 1988) (nonprofit association composed of architects had standing to challenge city's bidding procedure in violation of state statute); *Fraternal Order of Police*, 233 So. 3d at 1246-47 (finding that police union could maintain action for declaratory judgment and injunctive relief on behalf of members).

The impacts sustained by Plaintiffs are not hypothetical and present a bona fide controversy that requires a declaration of rights from the courts. Florida courts have found standing when plaintiffs, including associations, pled a law or rule would inflict additional costs or deny benefits. *Reinish*, 765 So. 2d at 203 (non-resident taxpayers had standing under declaratory judgment act to challenge homestead exemption because the Plaintiffs had "alleged

that they had to pay more than their lawful share"); *City of Lynn Haven*, 528 So. 2d at 1246 (nonprofit association composed of architects had standing to challenge city's bidding procedure in violation of state statute where city procedure would potentially deny economic benefits to the members in violation of statutory purpose and intent; the court did not require that the association show how many members had actually been harmed by the procedure); *see also*, *City of Apalachicola v. Franklin Cnty.*, 132 So. 3d 1217, 1219 (Fla. 1st DCA 2014) ("The declaratory judgment act is to be liberally construed so as to afford parties relief from insecurity and uncertainty with respect to their rights and status.").

Special Injury Requirement

Although the special injury requirement is inapplicable for the reasons below (and as argued in opposition to JEA's motion to dismiss, which the court denied), Plaintiffs have suffered special injuries apart from the general public. Solar United Neighbors has suffered a unique economic injury of lost profits. Members of the LWVFL who aspire to install solar will suffer unique economic harm by not receiving the full and fair compensation for the energy they generated as required by Florida law. Exhibit A and B; *see also, e.g.*, *Reinish*, 765 So. 2d at 203 (non-resident taxpayers had standing under declaratory judgment act to challenge homestead exemption because the Plaintiffs had "alleged that they had to pay more than their lawful share"—nothing more was required by the court to establish standing).

As Plaintiffs argued at the hearing and in their responses to JEA's motion to dismiss, "special injury" is only required when a plaintiff seeks to enforce a vested public right and has only been applied in taxpayer suits, public easement suits, public nuisance suites, and zoning suits. *See Florida Home Builders Ass'n v. Dept. of Labor and Employment Sec.*, 412 So. 2d 351, 352 (Fla. 1982) (declined to apply special injury rule which had only been applied in public

nuisance, zoning and taxpayer cases when construing standing for administrative court). Special injury has not been required by Florida courts to prove standing in suits attacking unlawful rates or unlawful actions by a municipality impacting utility rates, which is precisely what Plaintiffs are challenging—JEA's unlawful rate on rooftop solar customers.[12]

Although not exhaustive, the following cases demonstrate how the special injury rule does not apply to challenges to a utility's actions affecting rates. *See Sierra Club v. Brown*, 243 So. 3d 903 (Fla. 2018) (environmental association challenge to utility rate increase—no discussion of special injury); *Fla. Indus. Power Users Group v. Graham*. 209 So. 3d 1142 (Fla. 2017) (association comprised of utility customers challenged utility power purchase agreement (which can effect rates)—no discussion of special injury); *S. Alliance for Clean Energy v. Graham*, 113 So. 3d 742 (Fla. 2013) (no discussion of special injury in environmental association's challenge to cost recovery for construction of nuclear power plants); *Arvida Corp. v. Jacksonville Elec. Auth.*, 369 So. 2d 672 (Fla. 1st DCA 1979) (electric customer challenged JEA rates as being unlawful – no special injury required); *In re: Petition for rate increase by Gulf Power Co.*, Order No. PSC-16-0585-PCO-EI, (Fla. P.S.C. Dec. 30, 2016) (finding the League of Women Voters of Florida met standing tests established in *Agrico* and *Florida Home Builders* in rate case based on assertion that members were located in Gulf's service territory, receive electric service, and were charged Gulf's service rates—no requirement of special injury).[13]

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[12] Although the special injury requirement is inapplicable for the reasons stated herein, we also incorporate our arguments in Plaintiffs' responses in opposition to JEA's motion to dismiss, including that special injury has been sufficiently alleged in the complaint.

[13] For more illustrations *see Floridians United for Safe Energy, Inc. v. Pub. Serv. Comm'n*, 475 So. 2d 241, 242 (Fla. 1985) (challenge to Florida Power & Light electric rate increase by association – no discussion of special injury, nor any issue with standing); *Williams v. City of Mount Dora*, 452 So. 2d 1143 (Fla. 1984) (challenge to municipal utility bill – no special injury

Doctrinally, it is unsurprising that special injury has not been applied in a challenge to a utilities' unlawful rate because these are attacks on a service being provided, not a vested public right. Indeed, when a municipality is operating a utility, such as the case is here, it is acting in its proprietary capacity, not governmental capacity, and is governed by the same laws as private corporations. *Edris v. Sebring Utils. Comm'n*, 237 So. 2d 585, 586 (Fla. 2nd DCA 1970). As a service provider, utilities are creating rate structures, ones that must be in accordance with Florida law.

CONCLUSION

For the reasons stated above, summary judgment should be entered in this case against Defendant JEA, declaring that section 366.91, Florida Statutes, requires all municipal electric utilities to provide, and continue providing, a net metering program that allows customers with

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required); *City of New Smyrna Beach v. Fish*, 384 So. 2d 1272 (Fla. 1980) (challenge to municipal utility rate structure – no special injury required); *Mohme v. City of Cocoa*, 328 So. 2d 422 (Fla. 1976) (challenge to municipal utility rates – no special injury required); *Contractors & Builders Ass'n of Pinellas Cnty. v. City of Dunedin*, 329 So. 2d 314, 317 (Fla. 1976) (association of building contractors and owners of land within city filed declaratory judgment action against municipality for unlawful utility rates (sewage and water); no discussion of special injury even when standing discussed); *Sugarmill Woods Civic Ass'n v. Fla. Water Servs. Corp.*, 785 So. 2d 720 (Fla. 1st DCA 2001) (civic association challenge to rate structure – no special injury required); *Amerson v. Jacksonville Elec. Auth.*, 362 So. 2d 433 (Fla. 1st DCA 1978) (residential purchasers of electricity challenged JEA rates – no special injury required); *Pinellas Apartment Assoc. v. City of St. Petersburg*, 294 So. 2d 676 (Fla 2d DCA 1974) (challenge to municipal utility rate structure by association – no special injury required); *City of Key West v. Key West Golf Club Homeowners'*, 228 So. 3d 1150 (Fla. 3d DCA 2017) (homeowners' association challenged municipal utility fee as unlawful – no special injury required); *Spierer v. City of N. Miami Beach*, 560 So. 2d 1198 (Fla. 3rd DCA 1990) (challenge to municipal utility rate by ratepayers – no special injury required); *Okeechobee Utility Auth. v. Kampgrounds of America*, 882 So. 2d 445 (Fla. 4th DCA 2004) (ratepayer mobile home parks challenged municipal utility rates – no special injury required); *City of Pompano Beach v. L.M. Oltman*, 389 So. 2d 283 (Fla. 4th DCA 1980) (challenge to municipal utility rate structure by ratepayers – no special injury required); *Fla. Chapter of Sierra Club v. Orlando Utilities Comm'n*, 436 So. 2d 383 (Fla. 5th DCA 1983) (environmental association challenge to municipal utility power plant certification proceeding – special injury never mentioned).

on-site renewable energy technology to offset energy consumed with energy produced within a billing period and that JEA's 2018 Policy fails to comply with this mandate.

Respectfully submitted this 20th day of February, 2019.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was electronically served on the following counsel of record on February 20th, 2019.

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/s/Bonnie Malloy
Bonnie Malloy, Attorney

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

COMMUNITY POWER NETWORK CORPORATION
(d/b/a Solar United Neighbors) and
the LEAGUE OF WOMEN VOTERS OF FLORIDA,
INC.,

Plaintiffs,

Case No.: 2018-CA-002497
Division: CV-D

v.

JEA, a Florida municipal electric utility,

Defendant.
_____/

AFFIDAVIT OF ANGELA DeMONBREUN
COMMUNITY POWER NETWORK CORPORATION
(d/b/a SOLAR UNITED NEIGHBORS)

1. I, Angela DeMonbreun, am over 18 years of age and have personal knowledge of the following facts.

2. I am the Florida Program Director for the Community Power Network Corporation, which, in Florida, has subsequently been renamed Solar United Neighbors, a DC Corporation ("SUN"). I have been the Florida Program Director for SUN since 2016. I have personal knowledge of SUN's operations and mission.

3. SUN's principal place of business is 1115 Massachusetts Ave., NW, Washington, DC 20010.

4. I reside at 1620 Willow Branch Avenue, Jacksonville, Florida. I have lived there since March, 2017. Personally, I am a Jacksonville native, JEA customer, and receive electric service from JEA.

Exhibit A

5. I am a dues paying member of the League of Women Voters of Florida, Inc. ("League"), and have been a dues paying member of the League since 2012.

6. SUN is a non-profit organization dedicated to representing the needs and interests of solar owners and clean energy supporters by helping individuals, communities, and organizations go solar.

7. SUN encourages residential customers to install rooftop solar through cooperatives. How cooperatives work is that SUN organizes about 50 to 100 neighbors together into a group, and uses the group's purchasing power to leverage discounted pricing and quality installation. Through community meetings, SUN provides education on going solar, selection of an installer for the group, and the economics of going solar. SUN receives compensation for this service. Beyond the community benefit of our services, for every residential home where rooftop solar is installed, SUN receives a fee from the contractor selected to install the rooftop solar for SUN's cooperative members. This revenue stream from launching solar cooperatives is important to SUN and has amounted to tens of thousands of dollars in Florida. SUN has brought solar awareness to over 9100 community members, and helped over 1200 individual home owners and 40 cooperatives go solar in Florida, adding 336 local jobs and contributed almost 25 million dollars to the state economy through dollars spent on solar installation. Nationally, SUN receives hundreds of thousands of dollars in fees from contractors selected to install the rooftop solar for SUN's cooperative members.

8. Prior to the final adoption of JEA's Distributed Energy Policy, effective April 1, 2018 ("JEA's Energy Policy"), adopted in December, 2017, SUN had been preparing to launch a rooftop solar cooperative in Jacksonville, Florida, within JEA's

service territory, to homes subject to JEA's electric rates and policies. SUN had planned to launch the Jacksonville cooperative around January, 2018. Because JEA's Energy Policy ended net metering for new solar customers, SUN had to cancel the Jacksonville cooperative as it no longer made financial sense for people to install their own rooftop solar in JEA's service territory. As a result, SUN lost revenues that it would otherwise have received from the installation of rooftop solar for the cooperative. SUN lost approximately $36,000 dollars from being unable to launch a solar cooperative in JEA's service territory. This estimate is based on how much revenue SUN received for launching cooperative in a service territory neighboring JEA's that still had net metering.

9. Personally, I had planned to participate in the SUN solar cooperative on my own residential property. Due to JEA's Energy Policy, I have not been able to install rooftop solar on my own house as it no longer makes financial sense to do so, since, with the end of net-metering, JEA no longer provides adequate compensation for excess solar energy sent to the grid. I still plan to install rooftop solar on my own residential property should net-metering be restored. I also personally know of one other League member, other than myself, who was planning to participate in the SUN Jacksonville cooperative and go solar, but has not because of JEA's Energy Policy.

FURTHER AFFIANT SAYETH NOT

Angela DeMonbreun, Affiant

Exhibit A

STATE OF FLORIDA

COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared Angela Demonbreun who is personally known or produced FLDL D551003798490exp 9.29.25 as identification, and who was sworn and says that the foregoing averments are true.

Sworn to and subscribed before this 20th day of December, 2018.

Elizabeth Johnston

Notary Public

ELIZABETH A JOHNSTON
Commission # GG 114523
Expires June 13, 2021
Bonded Thru Budget Notary Services

Exhibit A

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

COMMUNITY POWER NETWORK CORPORATION
(d/b/a Solar United Neighbors) and
the LEAGUE OF WOMEN VOTERS OF FLORIDA,
INC.,

Plaintiffs,

Case No.: 2018-CA-002497
Division: CV-D

v.

JEA, a Florida municipal electric utility,

Defendant.
_____/

AFFIDAVIT OF PATRICIA M. BRIGHAM
LEAGUE OF WOMEN VOTERS OF FLORIDA

1. I, Patricia M. Brigham, am over 18 years of age and have personal knowledge of the following facts.

2. I am currently the President of the League of Women Voters of Florida, Inc. ("League"). I have held that office since April of 2018. Before that, I served as the First Vice President of the League starting in 2016. I have personal knowledge of the League's operations, membership, and mission. The League's principal place of business is 1001 N. Orange Ave., Orlando, Florida 32801.

3. The League is a nonpartisan political organization encouraging informed and active participation of citizens in government since 1939 in Florida. The League is a non-profit corporation incorporated in the state of Florida. The League has long supported natural resources and environmental sustainability in Florida through education, advocacy, and litigation. Since 2016, the League's volunteers have focused on bringing affordable solar to Florida with its "Making Florida Number One in Solar"

Exhibit B

campaign, solar cooperative efforts (including in partnership with the Community Power Network Corporation (d/b/a Solar United Neighbors) ("SUN")), and by advocating for rooftop solar expansion and solar-friendly energy policies throughout Florida, including Jacksonville.

4. The League has thousands of members throughout the state of Florida, including approximately 100 members who are JEA customers.

5. Prior to the adoption of JEA's Distributed Energy Policy, effective April 1, 2018 ("JEA's Energy Policy"), the League and its members had been advocating for the expansion of solar in the Jacksonville area and had been partnering with SUN in preparation for the launch of a solar cooperative in JEA's service territory.

6. All League members who are JEA customers are impacted by JEA's Energy Policy. The League members who do not have solar panels installed are now discouraged from doing so under JEA's Energy Policy as the economics for installing solar panels are much more difficult now that JEA has abolished net-metering for people newly installing solar. I personally know that over 20 League members were interested in installing solar panels on their property but it is no longer nearly as economic for them to do so as JEA has radically changed the compensation for new solar customers by only paying them the fuel rate for energy they send to the grid, while making solar customers pay the full retail rate for energy they buy from the grid. I understand that this roughly doubles the amount of time it takes for a solar customer to break even on their considerable investment.

7. A true and accurate copy of the League's articles of incorporation and current bylaws are attached to this affidavit.

FURTHER AFFIANT SAYETH NOT

Patricia M. Brigham, Affiant

STATE OF FLORIDA

COUNTY OF Leon

BEFORE ME, the undersigned authority, personally appeared _____ who is personally known or produced _____ as identification, and who was sworn and says that the foregoing averments are true.

Sworn to and subscribed before this 14th day of February, 2019.

Notary Public #FF211623

NOTARY PUBLIC STATE OF FLORIDA
RACHAEL UHLAND
MY COMMISSION # FF211623
EXPIRES: March 18, 2019

Exhibit B

LEAGUE OF WOMEN VOTERS®
OF FLORIDA

BYLAWS

Last amended at Convention 2017

ARTICLE I
Name
Sec.1. Name. The name of this corporation shall be the League of Women Voters of Florida, hereinafter referred to in these bylaws as LWVF. This state League is an integral part of the League of Women Voters of the United States, hereinafter referred to in these bylaws as LWVUS.

ARTICLE II
Purposes and Policy
Sec.1. Purposes. The purposes of the LWVF are to promote political responsibility through informed and active participation in government and to act on selected governmental issues.
Sec. 2. Political Policy. The League shall not support or oppose any political party or any candidate.

ARTICLE III
Membership
Sec.1. Eligibility. Any person who subscribes to the purposes and policy of the League shall be eligible for membership
Sec.2. Types of Membership.
(a) Voting Members. Persons at least 16 years of age who join LWVF shall be voting members of the local and state Leagues and of the LWVUS.
1. Those who live within an area of a local League may join that League or any other local League.
2. Those who reside outside the area of any local League may join a local League or shall be state members-at-large.
3. Those who have been members of the League for 50 years or more shall be honorary life members excused from the payment of dues.
(b) Associate Members. All others who join the League shall be associate members.

ARTICLE IV
Officers
Sec.1. Enumeration and Election of Officers. The officers of the LWVF shall be a president, a first vice-president, a second vice-president, a secretary and a treasurer. They shall be elected by the Convention and shall hold office until the conclusion of the next regular biennial Convention or Council until their successors have been elected and qualified. Co-officers are permissible and references herein to any officers shall include the possibility of co-officers.
Sec.2. The President. The president shall preside at all meetings of the organization and of the Board of Directors, unless the president shall designate another person to preside. The president shall be, ex-officio, a member of all committees except the Nominating Committee. The president shall have such usual powers of supervision and management as may pertain to the office of the president and perform such duties as may be designated by the Board.
Sec.3. The Vice-Presidents. In the event of absence, disability, resignation or death of the president, the vice-presidents, in the order of their rank, shall assume the office. In the event neither vice-president is

able to serve in this capacity, the Board of Directors shall elect one of its elected members to fill the vacancy. The vice-presidents shall perform such other duties as the president and the Board designate.
Sec.4. The Secretary. The secretary, or duly appointed assistant(s), shall keep minutes of all Conventions and Councils of the organization and of all meetings of its Board of Directors.
Sec.5. The Treasurer. The treasurer, or duly appointed assistant(s), shall: collect, receive and disburse moneys; be custodian of these moneys; present periodic statements to the Board at its regular meetings and to the Convention and Council when each meets.

ARTICLE V
Board of Directors
Sec.1. Number, Manner of Selection, and Term of Office. The Board of Directors shall consist of the officers of the League, five elected Directors and not more than five appointed directors. The elected directors shall be elected by the Convention and shall serve until the conclusion of the next regular biennial Convention or until their successors have been elected and qualified. The elected members shall appoint such additional directors, not exceeding five, as they deem necessary to carry on the work of the League. The term of office of the appointed directors shall expire concurrently with the term of office of the elected directors.
Sec.2. Qualifications. No person shall be elected or appointed or shall continue to serve as an officer or director of this organization unless that person is a voting member enrolled in a local League of Women Voters in the State of Florida or a member-at-large residing in Florida.
Sec.3. Vacancies. Any vacancy other than in the office of the president may be filled, until the next Convention, by a majority vote of the remaining members of the Board. In the event a member of the State Board is absent from two consecutive regular meetings of the State Board, unless excused by the Board, that office shall be declared vacant.
Sec.4. Powers and Duties. The Board of Directors shall have full charge of the property and business of the corporation with full power and authority to manage and conduct the same, subject to the instructions of the Convention. The Board shall plan and direct the work necessary to carry out the program on state governmental matters as adopted by the Convention. It shall accept responsibility delegated to it by the Board of Directors of the LWVUS for the organization and development of local Leagues and Member-at-Large Units, for the carrying out of the program and for the promotion in the local Leagues of finance programs requisite to further the work of the League as a whole. The Board shall create and designate such special committees as it may deem necessary.
Sec.5. Regular Meetings. There shall be at least four regular meetings of the Board of Directors annually. The president shall notify each member of the Board of Directors of the time and place of all regular meetings in writing, delivered personally or by mail, facsimile, or other electronic means, sent at least two weeks before any such meeting. No action taken at any regular board meeting attended by three-fourths of the members of the Board shall be invalidated because of the failure of any member or members of the Board to receive any notice properly sent or because of any irregularity in any notice actually received.
Sec.6. Special Meetings. The president may call special meetings of the Board of Directors, and shall call a special meeting upon the written request of five members of the Board. Members of the Board shall be notified of the time, place and subject of special meetings, in writing, delivered personally or by mail, facsimile, or other electronic means, sent at least three days prior to such meetings, provided, however, that during a Convention or Council the president may, or upon the request of five members of the Board shall call a special meeting of the Board by handing the members of the Board a written notice.
Sec.7. Manner of Meetings. Meetings may be held in person or by electronic means including but not limited to telephonic conferencing, video conferencing and E-Mail. Telephonic and video conferencing meetings shall be called, noticed and conducted in the same manner as in person meetings. Meetings via email may extend over a period of time (e.g. 1 week) with procedural requirements to include the following:

(a)The President shall formally call a meeting by notifying each member of the Board of Directors, providing the agenda, and meeting start and end time.
(b)A quorum is established based on the number of board member responses to the President's call. A majority of members of the board shall constitute a quorum.
(c)All motions, debates and votes are sent only to the President, who shall forward them to all members in the order received.
(d)The time allowed for discussion and voting on a motion shall be specified by the President, who shall send out a reminder alert as the vote closing time nears.
(e)The meeting shall end at the specified time unless formally extended.
(f)The President shall ensure that the Secretary has a record of the vote.
Sec.8. Quorum. A majority of members of the Board of Directors shall constitute a quorum.
Sec.9. Executive Committee. There shall be an Executive Committee composed of the five elected officers. The Executive Committee shall exercise such power and authority as may be delegated to it and shall report to the Board on all actions taken by it between regular meetings of the Board.

ARTICLE VI
Recognition of local Leagues, Inter-League Organizations and Member-at-Large Units.
Sec.1. Local Leagues.
(a) Local Leagues are those Leagues which have been so recognized by the LWVUS.
(b) The LWVF Board of Directors may recommend to the LWVUS Board that it recognize as a local League any group of members of the LWVUS in any community within the state, provided that the group meets the requirements for local Leagues as adopted by the LWVUS Convention and requirements as set forth in LWVF policy.
(c) In the event of recurrent failure of a local League to meet requirements, the Board of Directors shall recommend to the LWVUS Board that it withdraw recognition from the local League. All funds held by a local League from which recognition has been withdrawn shall be paid to the LWVF.
(d) In the event that a local League chooses to disband, all funds remaining after all bills and accounts have been settled shall be paid to the LWVF.
(e) In the event that a local League chooses to disband and become a Member-At-Large Unit (MAL), all operating funds held by that League, remaining after all bills and accounts have been settled, shall be paid to the LWVF and any education funds will remain with the MAL Unit's Accrual Account. If there is no activity in that specific MAL Unit account within three years, the funds would then become the property of the LWVF Education Fund.
(f) In the event that a local League chooses to disband and become part of an adjoining functioning League, all operating funds of the disbanding League, remaining after all bills and accounts have been settled, will be transferred to the host League and Accrual Account funds of the disbanding League to the host League's Accrual Account.
(g) In the event that a local League chooses to disband and become a part of more than one adjoining functioning League, all funds of the disbanding League, remaining after all bills and accounts have been settled, will be divided according to the percentage of members joining each host League, with operating funds transferred to the host Leagues and Accrual Account funds to the host Leagues Accrual Accounts.
Sec.2. Inter-League Organizations.
(a) Members enrolled in local Leagues may organize Inter-League Organizations, hereinafter referred to as ILOs, in order to promote the purposes of the League and to take action on county, metropolitan or regional governmental matters.
(b) The LWVF Board shall guide ILOs that fulfill requirements adopted by the LWVUS Convention.
Sec.3. Member-at-Large Units.
(a) Member-at-Large Units are those groups which have been so recognized by the LWVF.
(b) The Board of Directors has responsibility for the establishment of Member-at-Large Units. For this purpose, the Board may organize a group of members-at-large in a community in which no local League exists and shall recognize the group as a Member-at-Large Unit when it meets the state requirements.

(c) The Board shall withdraw recognition from a Member-at-Large Unit for recurrent failure to meet the requirements for recognizing a Member-at-Large Unit. All funds held by a Member-at-Large Unit from which recognition has been withdrawn shall be paid to the LWVF.

ARTICLE VII
Financial Administration
Sec.1. Fiscal Year. The fiscal year of the LWVF shall commence on the first of April of each year.
Sec.2. Care of Moneys.
(a) Moneys shall be deposited in federally insured financial institutions. The treasurer and/or president shall be qualified signatories on all accounts.
(b)The financial books of the treasurer shall be reviewed by a committee annually.
Sec.3. Financial Support.
(a) Financial responsibility for the work of the LWVF shall be assumed annually by the local Leagues and members-at-large.
(b) Members who are enrolled in local Leagues shall pay annual dues to the local League. Each local League shall make a per member payment directly to the LWVF, the amount of such payment to be determined at the LWVF Convention or Council by a three-fifths vote of those present and voting. When more than one member resides at the same address in a common household, the local League shall make a per member payment equal to one-half the determined per member payment for each additional member. The local League shall make a per member payment for each student member equal to one-half of the determined per member payment. The LWVF shall make a per member payment to the LWVUS for members-at-large in Florida.
Sec.4. Budget. The Board shall submit to the Convention or Council for adoption a budget for the ensuing year. All local Leagues and Member-at-Large Units shall be advised of proposed changes in per member payment following approval of the proposed budget by the LWVF Board no later than February 1. A copy of the proposed budget shall be sent via electronic means to the president of each local League and the chair of each Member-at-Large Unit at least at least four weeks in advance of the Convention or Council.
Sec.5. Budget Committee. The budget shall be prepared by a Budget Committee that shall be appointed for this purpose at least four months in advance of the Convention or Council. The treasurer shall be, ex-officio, a member of the Budget Committee, but shall not be eligible to serve as chair.
Sec.6. Distribution of Funds on Dissolution. In the event of a dissolution for any cause of the LWVF, all moneys and securities which may at the time be owned by or under the absolute control of the LWVF shall, after payment of obligations, be paid to the LWVUS. Other property of whatsoever nature, whether real, personal or mixed, which may at the time be owned by or under the control of the LWVF shall be disposed of by an officer or employee of the organization having possession of same to such person, organization or corporation, for such public, charitable or educational uses and purposes, as may be designated by the then Board of Directors of the LWVF.

ARTICLE VIII
Convention
Sec.1. Place, Date, Call. A Convention of the LWVF shall be held biennially in the odd-numbered years. The time and place of the Convention shall be determined by the Board of Directors. The president shall send a first call for the Convention to the presidents of local Leagues and Member-at-Large Units not less than four months prior to the opening date of the Convention fixed in said call. Thereafter, the Board of Directors may advance or postpone the opening date of the Convention by not more than two weeks. A final call for the Convention shall be sent by the president to local Leagues and Member-at-Large Units at least two months before Convention.
Sec.2. Composition. The Convention shall consist of delegates chosen by the members of local Leagues in the number provided in Section 4 of this Article, presidents of local Leagues and chairs of Member-at-Large Units or an alternate in the event the president or chair is unable to attend, and members of the Board of Directors of LWVF.

Sec.3. Qualifications of Delegates and Voting. Each delegate shall be a voting member enrolled in a recognized local League or Member-at-Large Unit in the State of Florida. Each delegate shall be entitled to one vote only if that League has met its per member payment responsibilities. The state Board may make an exception in the case of proven hardship. Each delegate shall be entitled to one vote only at the Convention even though the delegate may be attending in two or more capacities. Absentee or proxy votes shall not be permitted. The Convention shall be sole judge of whether a delegate is qualified to vote.
Sec.4. Representation. Local Leagues and Member-at-Large Units shall be entitled to delegate representation in the Convention as follows:
(a) In addition to one president, a local League shall be entitled to one delegate chosen by members of the local League.
(b) In addition to one chair, a Member-at-Large Unit shall be entitled to one delegate chosen by members of the Member-at-large Unit.
(c) Local Leagues and Member-at-Large Units with more than 25 voting members, as of January 1 of said Convention year, shall be entitled to one additional delegate for each additional 25 voting members or major fraction thereof. The record in the state office of paid voting members, as reported to LWVUS, shall determine the official membership count for this purpose.
Sec.5. Powers. The Convention shall consider and authorize for action a program, shall elect officers and Directors, shall adopt a budget for the ensuing year, and shall transact such other business as may be presented.
Sec.6. Quorum. Fifty voting delegates other than the Board of Directors shall constitute a quorum for the transaction of the business of the Convention, provided there is representation from at least half of the local Leagues.

ARTICLE IX
Council
Sec.1. Place, Date and Call. A meeting of the Council shall be held in the interim year between Conventions, approximately twelve months after the preceding Convention, at a time and place to be determined by the Board of Directors. A formal call shall be sent by the president to the presidents of the local Leagues and chairs of Member-at-Large Units at least 30 days before a Council meeting. Special meetings may be called in the event of extreme emergency.
Sec.2. Composition. The Council shall be composed of the presidents of the local Leagues and chairs of Member-at-Large Units (or an alternate in the event the president or chair is unable to attend), one delegate chosen by each local League, and the Board of Directors of the LWVF. Each local League delegate shall be entitled to vote only if that delegate's League has met its per member payment responsibilities. The state Board may make an exception in the case of proven hardship.
Sec.3. Powers.
(a) The Council shall adopt a budget for the ensuing year and shall transact such other business as shall be presented by the state Board.
(b) In the event of an emergency, the Council may change the program upon recommendation of the state Board, local League or Member-at-Large Unit, using the following procedure: (1) At least two months prior to the Council meeting, any local League proposing a change shall submit it to the state Board which shall decide whether to recommend it. (2) At least one month prior to the Council meeting, the Board shall send to the presidents of local Leagues and chairs of Member-at-Large Units all proposed changes. (3) Any change proposed by a local League and not recommended by the state League shall first require a majority vote of the Council for consideration. (4) A two-thirds vote shall be required to adopt any change in program.
Sec.4. Quorum. Representation from at least half of local Leagues including Member-At-Large Units shall constitute a quorum.

ARTICLE X
Nominations and Elections

Sec.1. Nominating Committee. The Nominating Committee shall consist of five members, two of whom shall be members of the Board of Directors. The chair and two members, who shall not be members of the Board of Directors, shall be elected by the Convention. Nominations for these offices shall be made by the current Nominating Committee. The other members of the committee shall be appointed by the Board of Directors immediately after the Convention. Any vacancy occurring in the Nominating Committee shall be filled by the Board of Directors. The president of the LWVF shall send the name and address of the chair of the Nominating Committee to the president of each recognized local League and Member-at-Large Unit.

Sec.2. Suggestions for Nominations. The chair of the Nominating Committee shall request, through the president of each local League and chair of each Member-at-Large Unit, suggestions for nomination for offices to be filled. Suggestions for nominations by local Leagues and Member-at-Large Units shall be sent by the president or secretary to the chair of the Nominating Committee at least three months before the Convention. Any member may also send suggestions to the chair of the Nominating Committee.

Sec.3. Report of Nominating Committee and Nominations from Floor. The report of the Nominating Committee of its nominations for officers, Directors and the chair and two members of the succeeding Nominating Committee shall be sent to the local Leagues and Member-at-Large Units no later than two months before the date of Convention. The report of the Nominating Committee shall be presented to the Convention on the first day of the Convention. Immediately following the presentation of this report, nominations may be made from the floor provided that the consent of the nominee shall have been secured.

Sec.4. Election. The election shall be in the charge of an election committee appointed by the president on the first day of Convention. Election shall be by secret ballot for any contested office or slate or by voice for any uncontested office or slate. A majority vote shall constitute an election.

ARTICLE XI

Program

Sec.1. Principles. The governing principles adopted by the national Convention and supported by the League as a whole constitute the authorization for the adoption of program.

Sec.2. Program. The program of the LWVF shall consist of: action to implement the Principles and positions of the LWVUS and LWVF; and those state governmental issues chosen by the Convention or Council for concerted study or concurrence and action.

Sec.3. Program Selection. The Convention shall select the governmental issues for concerted study and action using the following procedures:

(a) Local League and Member-at-Large Unit boards may make recommendations for a program item, which must be received by the Board of Directors at least ninety days prior to the Convention.

(b) The Board of Directors shall consider the recommendations and shall formulate a proposed program which shall be submitted to the local League and Member-at-Large Unit boards at least sixty days prior to the Convention.

(c) In order for a local League to propose the adoption or amendment of an LWVF position by concurrence on the floor of Convention, the local League shall give notice to all local Leagues, Member-at-Large Units, and the LWVF of its intent to do so at least sixty days before the beginning date of that Convention. The local League must also provide written notice to all local Leagues, Member-at-Large Units, and the LWVF of that proposal, together with background information (including pros and cons on the issues and an explanation of the rationale for using this form of member agreement) at least sixty days before the beginning date of that Convention. A two-thirds vote is required to amend or adopt an LWVF League position by concurrence on the floor of Convention.

(d) Recommendations for changes submitted by local League and Member-at-Large Unit boards and received by the Board of Directors at least three weeks before the opening of the Convention shall be considered by the Board prior to the Convention, at which time the Board may change the proposed program. Such changes may not be voted on by the Convention on the same day on which they were proposed.

(e) Any recommendation for the program submitted to the Board of Directors at least ninety days before Convention, but not proposed by the Board, may be adopted by the Convention provided that consideration is ordered by a majority vote and that on the following day the proposal for adoption receive a majority vote.
(f) Program is presented to the Convention in the following order: Recommended Program items, Not Recommended Program items for a consideration vote, any concurrence items. A majority vote shall be required for the adoption of each program item, with the exception that a two-thirds vote is required to amend or adopt a League position by concurrence. All voting takes place on the day following presentation.
Sec.4. Member Action. Members may act in the name of the LWVF only when authorized to do so by the Board of Directors of the LWVF.
Sec.5. Local League Action. Local Leagues and Member-at-Large Units may take action on state governmental matters only when authorized to do so by the Board of Directors of the LWVF. Local Leagues and Member-at-Large Units may act only in conformity with, and not contrary to, positions taken by the LWVF.

ARTICLE XII
National Convention and Council
Sec.1. National Convention. The Board of Directors, at a meeting before the date on which names of delegates must be sent to the national office, shall elect delegates to that Convention in the number allowed the LWVF under the provisions of the bylaws of the LWVUS.
Sec.2. National Council. The Board of Directors shall elect delegates to the meeting of the Council of the LWVUS in the number allowed LWVF by the bylaws of LWVUS.

ARTICLE XIII
Parliamentary Authority
The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the corporation in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules the LWVF may adopt.

ARTICLE XIV
Amendments
Sec.1. Amendments. These bylaws may be amended by a two-thirds vote at any Convention, using the following procedures: Proposals for change shall be submitted by any local League or Member-at-Large Unit Board to the Board of Directors at least three months prior to Convention. All such proposed amendments together with the recommendations of the Board shall be sent to the presidents of local Leagues and chairs of Member-at-Large Units at least two months prior to Convention. The presidents of local Leagues and chairs of Member-at-Large Units shall notify their members of the proposed amendments. Failure of the local League or Member-at-Large Unit to give such notice or failure of any member to receive such notice shall not invalidate amendments to the bylaws.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of THE LEAGUE OF WOMEN VOTERS OF FLORIDA, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 712836.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fourth day of January, 2017

Ken Detzner
Secretary of State

CR2EO22 (1-11)

ARTICLES OF INCORPORATION

OF

THE LEAGUE OF WOMEN VOTERS OF FLORIDA, INC.
a non-profit corporation

ARTICLE I
Name

The name of the corporation shall be THE LEAGUE OF WOMEN VOTERS OF FLORIDA, INC.

ARTICLE II
Object and Purpose

The general object and purpose for which the corporation is organized is to promote political responsibility through informed and active participation of citizens in government, and to take action on state governmental measures and policies in the public interest in conformity with the Principles of the League of Women Voters of the United States.

ARTICLE III
Membership

Section 1. The League of Women Voters of Florida, Inc. shall be composed of members of the League of Women Voters of the United States who are enrolled in recognized local Leagues within the state, and of members-at-large of the League of Women Voters of the United States residing in Florida. Any person who subscribes to the object and purpose of the corporation shall be eligible for membership.

Section 2. The corporation shall be composed of the following types of members:

1. Voting members shall be those women citizens of voting age who are enrolled in recognized local Leagues.

2. Associate members shall be all other members who are enrolled in recognized local Leagues.

3. Members-at-large shall be members who reside outside the area of, and are not enrolled in a recognized local League.

This corporation shall have perpetual existence.

ARTICLE V.
Names and Residences of Subscribers

The names and residences of the subscribers to these Articles of Incorporation are:

Mrs. Walter R. Churchill
4791 Baywood Point
Gulfport, Florida 33711

Mrs. Leland C. Poole
501 South Adams Street
New Port Richey, Florida 33552

Mrs. Dan A. Thoman
3272 University Blvd., N.
Jacksonville, Fla. 32211

Mrs. Philip B. Phillips
708 North 59th Avenue
Pensacola, Florida 32506

Mrs. Grant Staton
1217 Reading Drive
Orlando, Florida 32804

ARTICLE VI
Officers and Board of Directors

Section 1. The affairs of this corporation shall be managed by the Board of Directors, consisting of the Officers, six elected Directors, and not more than six appointed Directors.

Section 2. The Officers of the corporation shall be a President, a First Vice President, a Second Vice President, a Secretary, and a Treasurer. They shall be elected at each regular biennial Convention of the corporation as provided in the By-laws. The names and addresses of the Officers of the corporation who are to serve until the first election under these Articles of Incorporation are as follows:

President	Mrs. Walter R. Churchill 4791 Baywood Point Gulfport, Florida 33711
First Vice President	Mrs. Dan A. Thoman 3272 University Blvd., N. Jacksonville, Fla. 32211
Second Vice President	Mrs. Leland C. Poole 501 South Adams Street New Port Richey, Florida 33552
Secretary	Mrs. Philip B. Phillips 708 North 59th Avenue Pensacola, Florida 32506
Treasurer	Mrs. Grant Staton 1217 Reading Drive Orlando, Florida 32804

Exhibit B

Section 3. The names and addresses of the Directors of the corporation who are to serve until the first election or appointment under these Articles of Incorporation are as follows:

Mrs. Richard Malchon
2400 Pinellas Point Dr., S.
St. Petersburg, Florida 33712

Mrs. Edward Smith
1 Ocean Lane Drive
Key Biscayne, Florida 33149

Mrs. Howard A. Nelson
8820 N.W. 11th Court
Miami, Florida 33150

Mrs. Sander Weinstock
258 List Road
Palm Beach, Florida 33480

Mrs. Lester Saphier
641 Tyler Drive
Sarasota, Florida 33577

Mrs. James L. Yount
Route 1, Box 359
Winter Haven, Florida 33882

Mrs. Philip Cook
143 Neptune Avenue
Ormond Beach, Florida 32074

Mrs. Robert Hogan
4740 N.W. 5th Court
Plantation, Florida 33313

Mrs. William J. Beirne
310 Overbrook Drive
Clearwater, Florida 33516

ARTICLE VII
Non-Partisanship

The corporation shall not support or oppose any political party or candidate.

ARTICLE VIII
By-Laws

Amendments to the By-laws of the corporation may be proposed by any League Board, provided such proposed changes shall be submitted to the Board of Directors at least three months prior to a Convention. All such proposed amendments shall be sent by the Board to the Presidents of all local leagues at least two months prior to a Convention together with the recommendations of the Board of Directors. The Presidents of all local leagues shall notify the members of the respective leagues of the proposed amendments. The failure of a local League President to give such notice or failure of any member to receive such notice shall not invalidate amendments to the By-laws which may be adopted by a two-thirds vote at any Convention.

Exhibit B

ARTICLE IX

Amendment of Articles of Incorporation

Amendments to the Articles of Incorporation may be proposed at any official meeting of the Board of Directors, and adopted by a majority vote of those present.

WITNESS the hands and seals of the incorporators this 12th day of January, 1967.

Lucile H. Churchill (SEAL)
(MRS. WALTER R. CHURCHILL)

Elizabeth D Thomas (SEAL)
(MRS. DAN A. THOMAS)

Elizabeth D Staton (SEAL)
(MRS. GRANT STATON)

Kathleen D. Phillips (SEAL)
(MRS. PHILIP B. PHILLIPS)

Laura C. Poole (SEAL)
(MRS. LELAND C. POOLE)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Mrs. Walter R. Churchill, ~~Mrs. Leland C. Poole~~, Mrs. Dan A. Thomas, Mrs. Philip B. Phillips, and Mrs. Grant Staton, to me well known and known to be the persons described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 13th day of January 1967.

Charlotte C. Morgan
Notary Public

My commission expires:

Charlotte C. Morgan
Comm. exp. 3-20-67

STATE OF FLORIDA)
COUNTY OF PASCO) ss:

Before me, the undersigned authority, personally appeared Mrs. Leland C. Poole, to me well known and known to be the person described in and who executed the foregoing, and acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of March, 1967.

-4-

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5, 1971
BONDED THROUGH FRED W. DIETRICH AGENCY

Exhibit B

League of Women Voters of Florida
5201 Lakeview Ave. South
St. Petersburg, Florida 33707

OFFICERS AND DIRECTORS 1968-69

OFFICERS

PRESIDENT:
Mrs. Walter R. Churchill — Area Code 813
4791 Baywood Point — 345-1035
Gulfport, Florida 33711

FIRST V. PRES. & VOTERS EDITOR:
Mrs. Dan A. Thomas — Area Code 904
3272 University Blvd., North — 744-0073
Jacksonville, Florida 32211

SECOND V. PRES. & ORGANIZATION
Mrs. Leland C. Poole — Area Code 813
501 South Adams Street — 849-5282
New Port Richey, Fla. 33552

SECRETARY & MEMBERSHIP:
Mrs. Philip B. Phillips — Area Code 904
708 N. 59th Ave. — 455-2540
Pensacola, Florida

TREASURER:
Mrs. Grant Staton — Area Code 305
1217 Reading Drive — 422-4196
Orlando, Florida 32804

DIRECTORS

STATE CA: CON REV:
Mrs. Richard Malchon — Area Code 813
2400 Pinellas Point Drive, S. — 867-4450
St. Petersburg, Florida

NAT'L HUMAN RESOURCES & FOREIGN POLICY:
Mrs. Edward Smith — Area Code 305
1 Ocean Lane Drive — ~~677-7161~~
Key Biscayne, Florida 33149

VOTERS SERVICE
Mrs. Howard Nelson — Area Code 305
340 N.W. 206th Terrace — 621-9870
Miami, Florida 33169

PUBLICATIONS:
Mrs. Sander Weinstock — Area Code 305
258 List Road — 677-7161
Palm Beach, Florida 33480

LEGISLATIVE:
Mrs. Lester Saphier — Area Code 813
641 Tyler Drive — 867-4450
Sarasota, Florida 33577

STATE CRs & STATE EMERGENCY CA:EDUCATION:
Mrs. James L. Yount — Area Code 813
Route 1, Box 359 — 293-9718
Winter Haven, Florida 33882

NAT'L. WATER & NAT'L. CRs:
Mrs. Philip Cook — Area Code 904
740 Riverside Drive — 253-4304
Holly Hill, Florida 32017

PUBLIC RELATIONS:
Mrs. Robert Hogan — Area Code 305
4740 N.W. 5 Court — 583-2675
Plantation, Florida 33313

FINANCE
Mrs. William J. Heirne — Area Code 813
310 Overbrook Drive — 422-0578
Clearwater, Florida 33516

Mrs. David Aronson — Area Code 904
850 Woodbine Drive — 438-7134
Pensacola, Florida 32503

Mrs. Lyle Vernier — Area Code 904
2746 Beauclerc Road — 733-3255
Jacksonville, Florida 32217

Exhibit B

JEA Net Metering Policy – Tiers 1-3

Summary

The JEA Net Metering Policy is intended to facilitate generation from customer-owned renewable energy sources to offset up to all of the customer's energy requirements. The policy provides system interconnection and net metering requirements for customer-owned renewable generators connecting to the JEA electric grid.

Policy Statement

Definitions

For the purposes of this policy the following definitions apply:

- Net Metering is a metering and billing methodology that supports the interconnection of customer owned renewable generation and the associated flow of energy to and from the customer premises.
- Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned generation system that will be interconnected to and operate in parallel with JEA's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- Renewable Generation is energy produced from sources identified as renewable in Florida Statute 366.91(2) (d).

Qualifications

In order to qualify for a net metered interconnection to JEA's distribution grid the customer's generation system must have a gross power rating that:

1. Does not exceed 90% of the customer's utility distribution service rating.
2. Falls into one of the following generation ranges:
   - Tier 1 – 10 kW or less.
   - Tier 2 – greater than 10 kW and less than or equal to 100 kW.
   - Tier 3 – greater than 100 kW and less than or equal to 2 MW.
3. Does not result in annual energy (kWh) sent to the JEA grid that exceeds the customer's annual energy (kWh) obtained from the JEA grid.

Exhibit C

JEA Net Metering Policy – Tiers 1-3

Customer-owned nonrenewable generation, and customer-owned renewable generation in excess of 2 MW, or that otherwise does not qualify for Net Metering, is addressed in the JEA Distributed Generation Policy.

JEA reserves the right to monitor the aggregate load of all Net Metering connected to the JEA grid and at management's sole discretion institute aggregate load limits in the future that will limit the net metering customers by total MWs connected, date or other aggregate characteristics. Currently, an aggregate JEA system load limit of 10 MW is in place for Tier 1 – 3 Net Metering.

Application

Before service begins, the customer will be required to complete and sign an application, provide all required documentation including an IRS W-9 form and an interconnection agreement. These documents can be found at jea.com. These documents must be signed by the individual who is listed on the JEA account.

The customer will send the submittal package to:

Manager Customer Solutions / Net Metering
JEA T-12
21 West Church Street
Jacksonville, FL 32202

Upon receipt of the submittal package, a JEA employee will contact the customer to review their proposed installation and will begin the interconnection analysis to determine any additional requirements and/or costs. The customer shall be responsible for all equipment upgrades, or similar, which would be necessary to complete the interconnection. The interconnection agreement serves as the contract between JEA and the customer, and will include additional details.

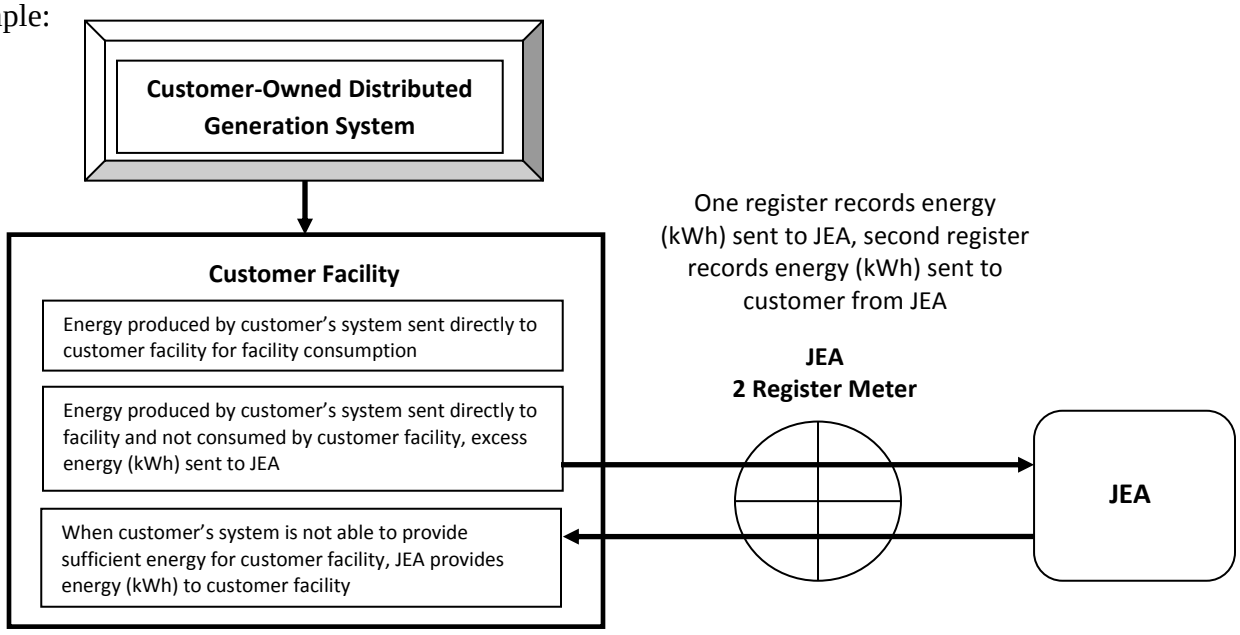
Installation

The customer will be required to install the system in accordance with JEA Rules and Regulations section 2.16 and Electric Systems Procedure ES20202 902 or its successor, as appropriate. An electrical construction permit must be obtained from the appropriate jurisdiction. The system must also pass a JEA inspection prior to connection and operation.

JEA will furnish, install, own, and maintain metering equipment at the installation point capable of monitoring the flow of energy (kWh) from JEA to the customer and from the customer to JEA.

JEA Net Metering Policy – Tiers 1-3

Example:



Metering and Billing

The billed kWh consumption for each billing period will be the amount of kWh received from JEA measured at the meter at the end of the billing period. Customers will be charged using the customer's Retail Rate for energy, demand, fuel, environmental and conservation charges per kWh for the metered kWh received from JEA during each billing cycle. The customer will always pay the monthly customer charge and the Retail Rate plus taxes and fees based on the kWh that customer receives from JEA even if there is net zero consumption or net excess kWh exported to the grid during the billing cycle. Monetary credits for each billing period will be based on the kWh sent to JEA measured at the meter at the end of the billing period and the rate applicable to the customer's system. –If the credit for a billing period is larger than the charges for the kWh received from JEA, JEA will carry over the credit balance, less any included taxes, to the next billing period. JEA will not distribute a monthly payment for the credit balance. JEA will apply the credit balance to the electric service balance each billing period through the end of the calendar year. If at the end of the calendar year the customer has a credit balance on the customer's JEA account related to their net metering service, the credit balance will be applied to any outstanding balance on the combined JEA customer account. JEA will then pay the customer the remaining account credit balance. JEA will also apply any credit balance to the final bill at the time the service agreement, or account, is closed and final billed. At the end of each year JEA will issue an IRS 1099-MISC tax form totalizing all monthly credits for the previous year to customers with total credits of $600 or greater.

JEA Net Metering Policy – Tiers 1-3

All Net Metering systems with a gross power rating of 50 kW or greater will require standby and/or supplemental energy from JEA and will be required to take service under **Rate Schedule SS-1 "Standby and Supplemental Service"**.

The customer will retain any Renewable Energy Certificates (REC) associated with a customer's renewable generation.

JEA reserves the right to develop specific rate classifications that may have different cost recovery based rate structures than implied through net metering practices under this JEA Net Metering Policy.

Rates

Tier 1 & 2 Systems

In the Tier 1&2 net metering arrangement, the kWh generated by a renewable system that are not used by the customer and are sent to the grid will be credited at the prevailing applicable retail energy rate, demand, fuel, environmental, conservation charges, taxes and fees.

Tier 3 Systems

In the Tier 3 net metering arrangement, the kWh generated that are not used by the customer and are sent to the grid will be credited at JEA's fuel rate as published in JEA's Tariff.

Additional Requirements for Tier 3 Systems

The following requirements are in addition to those in the Policy Statement above and must be submitted with the application:

1. An application fee of $1,000.
2. Proof of general liability insurance of $2 million.
3. The evidence of the proposed installation of an externally accessible, lockable a/c disconnect device in close proximity to the meter location.

Please note that given the complexity and variability of systems of this size, there may be other protection equipment required beyond the disconnect switch which will be determined through the interconnection study performed by JEA. The additional equipment costs will be incurred by the customer.

Exhibit C

JEA Net Metering Policy – Tiers 1-3

APPENDIX

The following table summarizes the rates associated with this policy, for each category of Net Metering.

Net Metering Policy Rates Summary

Generation Range	Energy (kWh) Received (Purchased) from JEA	Energy (kWh) Delivered (Sold) to JEA
Tier 1 - 10 kW or less	Retail Rate	Retail Rate
Tier 2 – over 10 kW and less than 50 kW	Retail Rate	Retail Rate
Tier 2 - 50 kW up to 100 KW	SS-1 Retail Rate	Retail Rate
Tier 3 – over 100 kW up to 2 MW	SS-1 Retail Rate	Fuel Rate

JEA Distributed Generation Policy

Effective April 1, 2018

Summary

This JEA Distributed Generation Policy is intended to facilitate generation from customer-owned renewable and non-renewable energy generation systems interconnecting to the JEA electric grid. The policy provides requirements to ensure the safety of JEA employees and customers and to maintain the reliability of the electric grid. The policy defines the billing and credit methodologies that apply to customer-owned distributed generation arrangements. Customers who meet the Net Metering grandfathering provisions in this policy will have the option to be subject to the Net Metering Policy dated December 2, 2014 for a period of 20 years, as described in the Grandfathering section of this policy.

This policy supersedes and replaces the following policies:

- *JEA Distributed Generation Policy – 12-2-14; and*
- *JEA Net Metering Policy Tiers 1-3 – 12-2-14.*

Definitions

For the purposes of this policy the following definitions apply:

- Avoided Cost – The value assigned to energy delivered to JEA, determined by the cost of the fuel that JEA would have used to generate the same amount of energy and a representative heat rate.

- Distributed Generation (DG) – Customer-owned generation located in the JEA electric service territory. Size may result in annual generation in excess of the customer's annual energy demand. Excludes customer-owned generation which is used for back-up/standby and does not operate in parallel with the JEA system.

- FERC – Federal Energy Regulatory Commission.

- Fuel Charge – The charge for the fuel component in JEA's electric rates, as defined in the JEA Pricing Policy. The Fuel Charge will be set annually during the budget process to be effective October 1 of the upcoming fiscal year. The Charge is based on the forward 12-month energy cost projection and will be structured to fully recover all expected fuel-related costs and any amounts for Fuel Stabilization Fund over the coming fiscal year

- Gross Power Rating (GPR) – The total manufacturer's AC nameplate generating capacity of an on-site, customer-owned generation system that will be interconnected to and operate in parallel with JEA's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

- Net Metering – A metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer's electricity consumption on site.

- Power Purchase Agreement (PPAs) – Technical and commercial agreement in which a third-party developer owns, operates and maintains an electric generation system and an electric utility purchases the system's electric output for a predetermined period.

- Private Solar – A customer-owned photovoltaic (PV) solar system on customer's home or business, usually on the roof, that produces energy to offset energy consumed.

- PURPA – Public Utility Regulatory Policies Act of 1978. Provides the definition of a Qualifying Facility (applicable to cogeneration facilities).

- Renewable Energy Generation – Energy produced from sources identified as renewable in Florida Statute 366.91(2) (d).

- Utility Distribution Service Rating – Distribution capacity rating of the JEA assets serving the customer up to the point of service. This includes, but is not limited to, the utility distribution transformer and utility service conductor.

Qualifications

In order to qualify for interconnection to JEA's distribution grid, the customer's distributed generation system must have a gross power rating that:

1. Does not exceed 90 percent of the customer's utility distribution service rating.
2. Falls into one of the following generation ranges:
   - DG-1– Less than or equal to 2 MW.
   - DG-2D – Over 2 MW gross power rating with distribution level connection to JEA's system.
   - DG-2T – Over 2 MW gross power rating with transmission level connection to JEA's system.

JEA reserves the right to impose limits on the aggregate level of intermittent renewables on the system (including Private Solar) based on either local or system-wide electrical limitations (i.e., potential backflow in an area in excess of transformer ratings). At management's sole discretion, aggregate load limits may be imposed in the future that will limit the private solar and other renewable energy generation customers by total MWs connected, date or other aggregate characteristics. Currently, no aggregate JEA system load limit is proposed for interconnection of private solar and other renewable energy generation.

JEA Distributed Generation Policy

Effective April 1, 2018

Application

An application form must be submitted by the customer and approved by JEA prior to initiating installation or construction of any distributed generation system. The customer will be required to complete and sign the application, and provide all required documentation listed in the application form, including an IRS W-9 form and an interconnection agreement. These documents can be found at jea.com. The documents must be signed by the individual who is listed on the JEA account. The application form and the interconnection agreement will be based on the system size and type of distributed generation:

- JEA Application Form for Interconnection of Distributed Generation Systems
- A Small Generator Interconnection Agreement is required for systems with less than or equal to 2 MW gross power rating to connect to JEA's system (DG-1systems).
- A Power Purchase Agreement (PPA) may be required for systems over 2 MW gross power rating to connect to JEA's system (DG-2D and DG-2T systems). A PPA is required if any sale of energy to JEA is planned.

The customer can email the application package to DistGen@jea.com or deliver to:

Manager Customer Solutions
JEA T-12
21 West Church Street
Jacksonville, FL 32202

Upon receipt of the application package, a JEA employee will contact the customer to review their proposed installation and will begin the interconnection analysis to determine any additional requirements and/or costs. The customer shall be responsible for all equipment upgrades, or similar, which would be necessary to complete the interconnection. The interconnection agreement or the PPA serves as the contract between JEA and the customer, and will include additional requirements.

Commercial customers are encouraged to utilize their key account representative if they are considering installing a DG system.

Installation

The customer will be required to install the system in accordance with JEA Rules and Regulations section 2.16 and Electric Systems Procedure ES20202 902 or its successor, as appropriate. An electrical construction permit must be obtained from the appropriate jurisdiction. The system must also pass a JEA inspection prior to connection and operation. Any required upgrades to JEA's system will be paid by the customer, or if addressed under a PPA, may be paid by JEA with the cost of the upgrades being reflected in the negotiated rate.

JEA Distributed Generation Policy

Effective April 1, 2018

JEA will evaluate proposed DG systems using factors which include, but are not limited to, the following:

- Location of customer's generation system;
- Size (MW) of customer's generation system;
- Point of Connection to JEA's electric system and JEA study of interconnection;
- Available capacity on the JEA Distribution or Transmission system, as appropriate;
- Fuel source of customer's proposed generation system;
- Availability (capacity factor) of customer's proposed generation system;
- Environmental impact of customer's proposed generation system;
- Required upgrades, if any, to JEA's system to accommodate customer's load;
- Required level of backup by JEA to customer's system; and
- JEA's current or projected capacity and energy needs.
- For DG units utilizing JEA's transmission system to transmit energy out of JEA's territory, customer will need to request transmission service through JEA's Open Access Transmission Tariff (OATT). JEA will also need to study and approve the proposed interconnection.
- Start-up, standby, and any other ancillary services to be provided by JEA; and
- Financial strength of PPA offeror (customer).

Metering

JEA will furnish, install, own, and maintain metering equipment at the installation point capable of monitoring the flow of energy (kWh) from JEA to the customer and from the customer to JEA. Service from JEA to the customer will be the same as for retail customers.

Diagram:

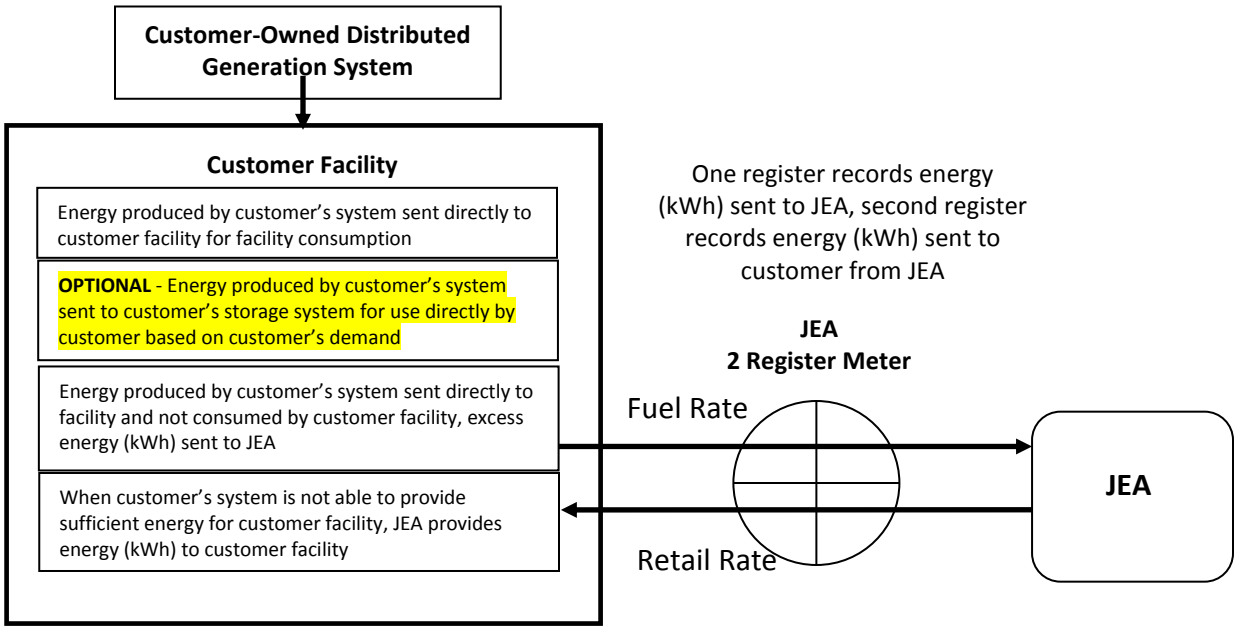


Exhibit D

JEA Distributed Generation Policy

Effective April 1, 2018

Billing

The billed kWh consumption for each billing period will be the amount of kWh received from JEA measured at the meter at the end of the billing period. Customers will be charged using the customer's Retail Rate for energy, demand, fuel, environmental and conservation charges for the metered kWh and/or kW, as applicable received from JEA during each billing cycle. The customer will always pay the monthly customer charge and the Retail Rate plus taxes and fees based on the kWh and/or kW that customer receives from JEA even if there is net zero consumption or net excess kWh exported to the grid during the billing cycle.

Systems with a gross power rating of 50 kW or greater will require standby and/or supplemental energy from JEA and will be required to take service under Rate Schedule SS-1 "Standby and Supplemental Service."

JEA reserves the right to develop specific rate classifications that may have different cost recovery based rate structures than implied through distributed generation practices under this policy.

Credits

DG-1 Systems (Including Private Solar)

Monetary credits for each billing period will be based on the kWh sent to JEA measured at the meter on an instantaneous basis , multiplied by the fuel rate. If the credit for a billing period is larger than the charges received from JEA, then JEA will carry over the credit balance (in dollars), less any included taxes, to the next billing period. JEA will not distribute a monthly payment for the credit balance. JEA will apply the credit balance to the electric service balance each billing period through the end of the calendar year. If at the end of the calendar year the customer has a credit balance on the customer's JEA account related to their distributed generation service, the credit balance will be applied to any outstanding balance on the combined JEA customer account. JEA will then pay the customer the remaining account credit balance. JEA will also apply any credit balance to the final bill at the time the service agreement, or account, is closed and final billed. At the end of each, year JEA will issue an IRS 1099-MISC tax form totaling all monthly credits for the previous year to customers with total credits of $600 or greater.

DG-2D and 2T Systems

Distributed Generation systems are considered to be DG-2D if connected to JEA's system at the distribution level, and DG-2T if connected at the transmission level. Other than the type of connection to JEA's electric grid, DG-2D and DG-2T are the same. The rates for energy delivered to JEA by DG-2D and DG-2T generation systems will be addressed on an individual basis with the customer through a Power Purchase Agreement (PPA). PURPA Qualifying Facilities may receive Avoided Cost payments for energy sold to JEA.

JEA Distributed Generation Policy

Effective April 1, 2018

Additional Requirements for Systems over 100 kW

The following requirements are in addition to those in the Policy Statement above and must be submitted to JEA in order to properly evaluate the request to interconnect to the JEA grid:

1. Completed application with signature and fees as established in the JEA Electric Service Tariff;
2. Completed interconnection agreement;
3. Completed Power Purchase Agreement (PPA), if applicable;
4. Proof of general liability insurance of $2 million; and
5. Evidence of the proposed installation of an externally accessible, lockable a/c disconnect device located in close proximity to the meter location.

Please note that given the complexity and variability of systems of this size, there may be other protection equipment required beyond the disconnect switch, which will be determined through the interconnection study performed by JEA. Any additional equipment costs will be incurred by the customer.

The customer can email the application package to DistGen@jea.com or deliver to:

Manager Customer Solutions
JEA T-12
21 West Church Street
Jacksonville, FL 32202

Upon receipt of the application package, a JEA employee will contact the customer to review the proposed installation and begin the interconnection analysis to determine any additional requirements and/or costs. The customer shall be responsible for all equipment upgrades, or similar, which would be necessary to complete the interconnection. The interconnection agreement or the PPA serves as the contract between JEA and the customer, and will include additional requirements.

PURPA Qualifying Facilities

Facilities proposing to sell electricity as a "Qualifying Facility" as defined by the Public Utility Regulatory Policies Act of 1978 ("PURPA") and the Federal Energy Regulatory Commission ("FERC") regulations implementing PURPA, may fall into the DG-2D or DG-2T categories. A "Qualifying Facility" is one that meets certain federal guidelines and qualifies to receive avoided cost payments from the utility. Depending on the project, a customer may need to fill out FERC Form 556, which is available on the FERC website.

Facilities larger than one (1) MW in size as defined by maximum net power production capacity must file a FERC Form No. 556 either as a self-certification (or self-recertification) or as an application for Commission certification.

PURPA Qualifying Facilities are eligible to receive payments of avoided costs from JEA for energy delivered to JEA.

Grandfathering

Customers with solar PV systems installed under Net Metering by March 31, 2018 have the option of remaining as net metering customers (under the December 2, 2014 program policy), or voluntarily withdrawing from the program. The grandfathering will be attached to the system, not the customer, so the system will remain as a grandfathered net metered system when a home is sold and a new interconnection agreement is signed for the existing system. The grandfathering is not transportable, i.e., it cannot be moved by a customer to a new location.

The grandfathered status will expire 20 years after the effective date of this policy (March 31, 2038), unless terminated earlier due to voluntarily withdrawal.

Additionally, if the solar PV system is integrated into the construction of a new home, that system will qualify for Net Metering under the December 2, 2014 program policy, provided the following:

- Home/solar PV system is contracted by December 31, 2017.
- Home/solar PV system is constructed by June 30, 2018.

Systems qualifying for the December 2, 2014 program policy under the new home provisions will maintain their grandfathered status for 20 years from the date of completion (i.e., no later than July 1, 2038), or until voluntary withdrawal from the program. The grandfathering will be attached to the system, not the customer, so the system will remain as a grandfathered net metered system when a home is sold and a new interconnection agreement is signed for the existing system. The grandfathering is not transportable, i.e., it cannot be moved by a customer to a new location.

Renewable Energy Attributes

All DG-1 and DG-2 customers will retain any renewable energy attributes associated with customer-utilized renewable generation. For any kWh purchased by JEA, the renewable energy attributes will be transferred to JEA.

JEA Distributed Generation Policy

Effective April 1, 2018

Appendix

The following table summarizes this policy for each category of distributed generation.

Distributed Generation Policy Summary

Generation Range	Energy (kWh) Received (Purchased) from JEA	Energy (kWh) Delivered (Sold) to JEA	Notes
DG - 1 up to 2 MW	Retail Rate	Fuel Charge	• SS-1 Service may be required over 50 kW • Application fee required over 100 kW • Interconnection Agreement required
DG-2D – Over 2 MW – Distribution Level Connection	Retail Rate	Avoided Cost (for PURPA Qualifying Facility)	• PPA may be required • SS-1 Service may be required • Application fee required • Interconnection Agreement required
DG-2T – Over 2 MW – Transmission Level Connection	Retail Rate	Avoided Cost (for PURPA Qualifying Facility)	• PPA may be required • SS-1 Service may be required • Application fee required • Interconnection Agreement required

Net Metering Program

JEA's Net Metering Policy for solar systems has been replaced by a new, broader Distributed Generation Policy covering all private power generation systems. All approved systems that passed permit final inspection by March 31, 2018 have been grandfathered under the retired net metering policy for 20 years.
Review JEA's Retired Net Metering Policy (PDF)

Program Details

- Customers are charged the same rate that our non-renewable customers are charged for electricity they buy from JEA when their system is not producing enough energy to meet the demand in their home/office.
- Customers who generate excess electricity and send it to JEA's power grid will receive an energy credit that will help offset their overall monthly JEA bill.
- Any energy credit received will accrue through the calendar year. If at the end of the calendar year there is a remaining balance of energy credits then JEA will pay the customer for the amount of energy credits as specified in the existing Net Metering Policy linked above.
- The credit dollar amount will be calculated using the retail rate which consists of the fuel cost, conservation and environmental charges.
- If your system is grandfathered in to the Net Metering Program and you take advantage of JEA's Battery Incentive, your system will no longer be grandfathered in the Net Metering Program and will be moved to the Distributed Generation Program.
- If a grandfathered net metering customer sells or rents their home, the new owner or renter will fall under the net metering policy until the grandfathering period has ended.
- Net Metering customers may not be enrolled in the JEA MyWay program.

Grandfathered Solar Systems

Customers who purchase or rent a home with an existing grandfathered solar system will fall under the retired net metering policy until the grandfathering period has ended. Submit your net metering interconnection agreement using the contact methods below.

Email

distgen@jea.com

Mail

JEA DSM Coordinator
21 W Church Street – T-12
Jacksonville, FL 32202

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