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J. M. OXLEY JR
NASSAU COUNTY, FLORIDA
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\$ 22.50

e 199.50

NASSAU COUNTY/JEA WATER AND WASTEWATER INTERLOCAL AGREEMENT

* Joyce - Admin

This Water and Wastewater Interlocal Agreement (the "Agreement") is made and entered into this 17th day of December, 2001, by and between Nassau County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and JEA, an electric, water and wastewater utilities authority established under the laws of the State of Florida.

WHEREAS, JEA is authorized to provide electric, water and wastewater (which includes reuse) services pursuant to authority granted by the State of Florida and Duval County;

WHEREAS, United Water Florida ("United Water") currently owns and operates a water and wastewater utility system (the "Utility System") part of which is located within Nassau County and the Utility System has operated pursuant to Water Franchise Certificate No. 263-W and Sewer Franchise Certificate No. 179-S (the "Certificates") issued by the Florida Public Service Commission (the "PSC");

WHEREAS, the Certificates authorize United Water to provide water and wastewater (including reuse) services within designated service areas around the State;

WHEREAS, the PSC certificated service areas for United Water include territory in Nassau County (the "Service Territory");

WHEREAS, the PSC certificated service areas of United Water will be grandfathered to the purchaser of United Water pursuant to Florida Statutes;

WHEREAS, Nassau County recently passed a resolution to assume regulatory jurisdiction over investor owned utilities operating in Nassau County;

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WHEREAS, JEA is prepared to enter into a purchase and sale agreement with United Water for the acquisition of United Water's entire Utility System in Florida including the portions located in Nassau County and the right to provide service throughout the Service Territory;

WHEREAS, the County and JEA (collectively referred to as the "parties") have determined to enter into this Interlocal Agreement in an effort to assure that water and wastewater (including reuse) services within Nassau County are provided in an orderly fashion;

WHEREAS, the County and JEA believe that this Agreement will promote cooperation and coordination between the parties in providing utility services within the Service Territory and elsewhere in Nassau County;

WHEREAS, JEA and the County both acknowledge the desirability and the need to provide water and wastewater services in a manner which is both economical and consistent with the water conservation and management policies of the State of Florida, the St. Johns River Water Management District and Nassau County;

WHEREAS, the parties seek through this Interlocal Agreement to establish the terms and conditions by which JEA will have exclusive authority to provide water and wastewater (including reuse) services within the Service Territory and elsewhere in Nassau County;

WHEREAS, the parties seek through this Agreement to establish the conditions and procedures by which JEA can extend water and wastewater (including reuse) services in Nassau County outside the Service Territory;

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. COUNTY'S CONSENT TO JEA SERVICES.

2.1 JEA Service Territory. Subject to the terms and conditions of this Agreement, the parties agree that JEA will provide retail and wholesale water and wastewater services¹ within the Service Territory during the term of this Agreement. The parties further agree that, subject to the terms and conditions of this Agreement, JEA may provide retail and wholesale water and wastewater services to any area in Nassau County west of the Intracoastal Waterway excluding the incorporated municipalities of Callahan and Hilliard. This area west of the Intercoastal is hereinafter referred to as the "Additional Territory". JEA will not serve or offer to serve customers located within Nassau County outside of the Service Territory or the Additional Territory unless the County and JEA agree in writing for JEA to do so. The written agreement of the County shall be obtained prior to JEA providing or offering to provide services to customers in Nassau County outside of the Service Territory and the Additional Territory. JEA agrees that it will not seek to provide or extend water or wastewater services in Nassau County outside of the Service Territory and Additional Territory without the County's prior written approval except

¹Unless specifically noted or inappropriate in context, the term wastewater services as used in this Agreement shall include the provision of reuse of reclaimed water.

as provided by Section 2.3. Nassau County will not authorize or certificate any other utility to provide water or wastewater services in the Service Territory or Additional Territory without JEA's prior written approval. Nothing contained in this Agreement shall be construed to prevent JEA from providing water or wastewater services within Duval County or any other county in the State of Florida, nor shall anything contained herein be construed to prevent the County from providing or authorizing others to provide services outside of the Service Territory and Additional Territory in Nassau County, Florida.

2.2 Limitations on JEA Service Territory. The County and JEA agree that the rights of JEA to provide water and wastewater services in Nassau County are limited by this Agreement to the Service Territory and the Additional Territory. If JEA wishes to extend services in Nassau County outside of these areas, any such extension must be accomplished with the specific authorization of the County and as more specifically set forth in Section 3 below.

2.3 Contract Operations. Notwithstanding anything to the contrary stated in Sections 2.1 and 2.2 or elsewhere in this Agreement, JEA can provide contract operations service to any utility in or outside the County.

SECTION 3. EXTENSION OF SERVICE AREA. JEA may only extend water and wastewater services to areas in Nassau County that are not within the Service Territory or Additional Territory after application to and approval by the Board of County Commissioners of Nassau County (the "Board"). The application and decision by the Board to permit or deny such extension shall be based upon applicable county ordinances.

SECTION 4. UTILITY SYSTEM RATES; OPERATING STANDARDS; REPORTS.

The following standards and conditions shall apply to JEA's ownership and ongoing operation of the Utility System and any extensions thereto including facilities used by JEA to provide service to the Additional Territory.

4.1 No Discrimination in Rates and Level of Service. The rates and fees charged by JEA for retail water and wastewater services shall be the same in the Service Territory and Additional Territory as charged by JEA for retail water and wastewater services within the City of Jacksonville. A current schedule of those rates is attached hereto as Exhibit "A." No JEA imposed surcharge, tax or rate differential shall apply to customers in the Service Territory or other areas served by JEA within Nassau County without the consent of the County. If, during the term of the Agreement, JEA proposes any new rate schedule or amended rate schedule applicable to its retail water, wastewater or reuse service, JEA shall forward to the County a copy of such rate schedule or amended rate schedule prior to the effective date thereof. Furthermore, JEA agrees to provide the County written notice in accordance with Section 10 of this Agreement as soon as a proposed increase in rates is recommended to its governing Board. Any increase or decrease in rates shall be consistent with state law and terms and conditions of this Agreement.

The County will not attempt to impose or assert authority over the rates and fees charged by JEA to customers in the Service Territory or Additional Territory. If the County imposes franchise fees or taxes under Section 4.3, customers in the County will be charged such fees or taxes in addition to the JEA rates. The quality and level of services provided by JEA shall be equal for customers within Nassau County as that offered by JEA

to customers in the City of Jacksonville. JEA shall not discriminate between the quality and level of services offered to customers within Nassau County as compared to services by JEA in any other county. JEA agrees to provide services to the existing customers of United Water and to future customers in the Service Territory and Additional Territory according to JEA's uniform service availability policies.

4.2 Standards. JEA agrees to operate and maintain the Utility System in accordance with standards equal to or greater than those for the City of Jacksonville. If additional facilities are installed by JEA in the County, such facilities shall be constructed in accordance with standards equal to or greater than the standards applicable to JEA's system in Duval County.

4.3 Franchise Fees and Taxes. The County will not charge JEA any connection fees, tap-in fees, or other fees or charges for services by JEA to the Service Territory and Additional Territory. JEA has the right to collect on its behalf its uniform rates, fees and charges from its customers in the County. JEA further agrees to collect from its wholesale and retail water and wastewater customers within the County all applicable county fees and utility taxes pertaining to water and/or wastewater services.

4.4 Asset Reporting. JEA shall segregate all asset information for the Utility System and any future extensions in Nassau County permitted under this Agreement. This requirement does not apply to meters, meter boxes, taps and other non-segregatable items which shall be allocated on a per ERC basis. Such information shall be provided to the County on an annual basis and shall include, without limitation, the value of all such assets, any contributions in aid of construction applicable thereto, and other capital asset

information reasonably requested by the County to allow verification of compliance with the terms of this Agreement. The asset reporting requirements of this Section 4.4 are only applicable to transmission and treatment facilities owned by JEA outside of the Service Territory if those facilities provide service exclusively to the Service Territory or to the Additional Territory. JEA shall provide its annual financial statements, budget, current 5-year capital improvement plan and renewal and replacement program to the County within 15 days of approval by the JEA Board or, if Board approval is not required, approval by JEA management.

4.5 Balancing of Water Supply and Reuse. To the extent reasonably possible, JEA will conduct its operations in Nassau County in a manner which is intended to help minimize potable water use and maximize water reclamation and reuse. JEA will cooperate with the County in implementing programs to achieve these goals.

4.6 Abandonment of Portions of the Utility System. JEA will not retire or abandon any portion of the Utility System, including any water treatment plant, storage tank, pumping stations, or wastewater treatment plant unless reasonably necessary to provide reliable, safe and sufficient service and/or to comply with requirements imposed by law, including statutes, rules or orders of regulatory or judicial authorities.

4.7 Customer Service. JEA shall coordinate with the County with respect to customer services offered within the Service Territory. JEA shall provide a toll free telephone number for use by JEA customers within the Service Territory and the Additional Territory.

4.8 Approval of Developer Agreements. Proposed developer agreements for the provision of water or wastewater services within the Service Territory or Additional Territory shall be presented by JEA to the County for review and comment. Prior approval by the Board of County Commissioners of developer agreements within the Service Territory and Additional Territory shall not be required as long as the terms of such agreements are consistent with Master Plans submitted in accordance with Section 10 of this Agreement. If the County has any objections based on conflict with this Agreement, the County Comprehensive Plan or County ordinances, the County shall promptly notify JEA and the parties will address the objections. Any proposed developer agreements that are not consistent with such Master Plans will not be finalized without prior approval by the Board of County Commissioners.

4.9 Coordination. JEA agrees that it shall provide water and wastewater services only to those areas within the Service Territory and Additional Territory approved for construction by the appropriate County planning and development agencies. JEA further agrees that it shall comply with all rules and regulations enacted by the County governing water and wastewater service requests, but it reserves the right to challenge any rules or regulations it deems to be unlawful. JEA's construction activities within the County's rights-of-way will be coordinated with the County.

SECTION 5. PURCHASE OF THE UTILITY SYSTEM BY COUNTY. The County shall have the right to purchase the JEA water and wastewater facilities in Nassau County under the conditions set forth below.

5.1 Exclusive Right to Purchase. The County shall have exclusive right to purchase the JEA facilities in Nassau County under any of the circumstances listed below (the "Exclusive Purchase Events"). Upon the occurrence of any Exclusive Purchase Event, JEA shall promptly provide the County with written notice of the Exclusive Purchase Event and the details thereof. Within 90 days of receipt of such notice, the County shall provide a written response which either (a) exercises the right of the County to enter into negotiations for the purchase of the JEA facilities in Nassau County, or (b) rejects the right and discharges JEA from any further obligation to offer the facilities to the County for purchase. If no response is received within 90 days, then the County will be deemed to have rejected the right to purchase. Exclusive Purchase Events are any of the following:

5.1.1 Any change in the majority ownership interest of JEA.

5.1.2 The expiration of the initial and each successive term of this Agreement; provided, however, that if the parties mutually agree to extend the term of the Agreement for a successive 5-year period, the County's first right of refusal to purchase the facilities based on the expiration of this Agreement shall be deemed to have been waived by the County until the end of that five year extension.

5.1.3 A transfer or assignment of this Agreement by JEA without the prior written agreement of the County.

5.2 County First Right of Refusal.

JEA has the right to sell its facilities in Nassau County. Prior to any sale by JEA of the facilities in Nassau County, the County shall have a first right of refusal at the purchase

price specified in Section 5.5 or the purchase price which JEA intends to sell to a third party, whichever is lower. The County shall have 90 days from receipt of written notice from JEA of an intent to sell the facilities in Nassau County to enter into purchase discussions in accordance with this Section. Failure by the County to respond in writing within the 90-day period shall be deemed a decision not to enter into negotiations. The County's first right of refusal under this Section does not apply to financing or tax management strategies that JEA may decide to utilize. The County agrees to cooperate with JEA by not exercising this Right of First Refusal provided that such financing or strategy does not conflict with the substantive purpose of this Section 5.2 and so long as JEA maintains control over the system.

5.3 Disposition of Funds Upon Purchase by the County. In the event that the County purchases the JEA facilities in Nassau County pursuant to the terms of this Section 5, any unused, prepaid impact fees collected from the customers located within the Service Territory or the Additional Territory shall be transferred to the County.

5.4 Reservation of Capacity. In the event that the County purchases or otherwise takes over ownership and operation of the JEA facilities in Nassau County pursuant to the terms of this Section 5, the County and its successors in interest to the facilities shall be entitled to water and wastewater capacity from JEA equal to the capacity used by JEA to serve the customers at the time of transfer. Such capacity (including treatment and transmission) shall be provided by JEA at no charge. Service shall be provided in accordance with JEA's then existing tariffed rates (as may be amended from time to time) for wholesale or bulk customers. Additional capacity may be purchased by

the County or its successors if such additional capacity is deemed available by JEA. JEA shall have no obligation to construct new facilities in order to make additional capacity available to the County. If capacity is available from JEA, the County shall be entitled to purchase additional capacity at no more than JEA's then existing capacity charges for new customers in the City of Jacksonville.

5.5 Purchase Price. In the event the County is entitled to purchase the JEA facilities in Nassau County in accordance with any provision of this Section 5, JEA agrees to sell the facilities, including all additions, replacements and modifications thereto, to the County based upon the following formula applied at the time of the sale:

The Purchase Price shall be equal to One Hundred Ten percent (110%) of the Net Investment by JEA.

Where:

(a) "Investment" means that capital amount paid by JEA to purchase, improve and/or expand water and wastewater assets within the Service Territory or Additional Territory, as may be expanded, in Nassau County, excluding contributions by developers in cash, services or facilities (contributions-in-aid-of-construction (CIAC) made after the purchase of the Utility System by JEA.

(b) "Depreciation" shall be calculated at a rate of two and a half percent (2.5%) per year of the Investment for the term of the Agreement, as adjusted by the salvage or resale of decommissioned assets or land at the amount received by JEA.

(c) "Net Investment" equals Investment by JEA less Depreciation.

(d) The preceding purchase price formula and the other provisions of this Section 5 are applicable to any extensions of the Service Territory or Additional Territory whether or not such extensions are contiguous to the original Service Territory acquired by JEA from United Water.

5.6 County Resale Condition. If within five (5) years of purchasing utility assets from JEA under Section 5.5, the County contracts to resell the assets and such resale produces net proceeds, then the County shall pay to JEA within 30 days of receipt of the net proceeds a sum equal to fifty percent (50%) of the difference between the resale purchase price less one hundred and fifteen percent (115%) of the sum of the purchase price paid by the County to JEA plus capital investments made by the County. The procedure used to calculate net investment in Section 5.5 shall be used to derive net proceeds for this Section 5.6.

SECTION 6. EX-OFFICIO BOARD REPRESENTATIVE. Nassau County shall have one ex officio non-voting representative to JEA's Board of Directors who shall be selected by the Nassau County Board of County Commissioners and who shall have full rights of participation in discussions concerning all matters which may affect directly or indirectly the provision of water and sewer services within Nassau County under the terms of this Interlocal Agreement.

SECTION 7. TRANSFER OF WATER AND WASTEWATER. The parties agree that there shall be no transfer of potable water from Nassau County without the County's approval. The County and JEA agree that there shall be no flow of raw wastewater (excluding reclaimed water) to Nassau from Duval County without Nassau County's

approval. Commercial or industrial developments within the County shall have a priority claim to the reclaimed water generated by wastewater treatment facilities in Nassau County. This priority does not extend to residential retail reuse and nothing in this Interlocal Agreement should be construed to require residential reuse.

SECTION 8. LUMP SUM PAYMENT. As consideration for the County's entry into this Agreement and its consent to all of the terms and conditions of this Agreement, including but not limited to granting JEA rights to operate and provide services in the Additional Territory, JEA agrees to make a one-time lump sum payment to the County in the amount of One Million Five Hundred Thousand Dollars (\$1.5 Million) within ten (10) days of the effective date of this Agreement. The payment of this Section is in full and complete settlement of any claims or rights that the County may have to provide retail or wholesale water and wastewater services to any portion of the Service Territory or Additional Territory. The parties acknowledge and agree that upon payment of the lump sum set forth in this Section, the County shall have no further claims or rights to serve in the Service Territory or Additional Territory while this Agreement remains in effect and, further, that all of United Water's obligations to the County under that certain Water and Wastewater Service Agreement No. 99302 dated March 15, 1999 between United Water and Nassau County shall be deemed fully satisfied, discharged and extinguished.

SECTION 9. CONTRIBUTION TO THE COUNTY BY JEA. Within ten (10) days of the effective date of this Agreement, JEA agrees to pay to Nassau County a lump sum amount based on the net present value (using five percent discount rate) of five percent (5%) of all projected gross revenues from the sale of water and wastewater (excluding

reclaimed water) which JEA expects to realize during the ten year period beginning the month following the effective date of this Agreement in providing services to the Service Territory and Additional Territory in Nassau County. This lump sum amount has been calculated to be Seven Hundred Twenty Thousand Dollars (\$720,000) as reflected on Exhibit "B". JEA will apply this procedure for two additional ten-year periods to coincide with the term of the Agreement. At the end of each successive ten (10) year period, JEA will calculate a "true-up" based upon the actual revenues realized. If JEA pays a contribution to the City of Jacksonville on the sale of reclaimed water in the future, JEA will include the sale of reclaimed water from within the County in the true-up and subsequent contribution to Nassau County. If the revenues exceed the projected amount, JEA will pay the county within 60 days the amount that would have been due under this section based on the actual revenues. If the revenues were lower than the projected amount, the County shall have no obligation to repay any amount received by JEA. These payments shall be used by the County for governmental purposes.

SECTION 10. **PLANNING.** JEA shall provide the County a 5-year Water, Wastewater and Reuse Facilities Master Plans for the Service Territory and the Additional Territory within six (6) months of the effective date of this Interlocal Agreement. Master Plans shall provide for water and wastewater lines to be constructed simultaneously in all new developments. JEA will provide water and wastewater master planning services to assist the County in growth management and development matters in the Service Territory and the Additional Territory upon receipt from the County of reasonably necessary information from the County indicating the proposed location of future arterial and collector

roads, the zonings as to properties to be developed; and the areas and projected population growth areas.

SECTION 11. INFRASTRUCTURE. JEA will provide regional water, wastewater facilities associated with the construction or reconstruction of principal and minor arterial roads and major collector roads within Nassau County in accordance with the conditions set forth in this paragraph. Arterial and collector roads shall be as defined in the Nassau County Florida Local Government Comprehensive Planning Program, Existing and Future Land Use Map Series as of November 30, 2001. Those definitions are attached hereto as Exhibit C. JEA's obligation to fund regional water and wastewater facilities will be limited to those areas along the principal and minor arterial and major collector roads where development densities are either medium or high as designated on the County's Future Land Use Maps as amended from time to time, and that are expected to develop within a three year time frame as defined in the County's Five Year Master Plan prepared under Section 10 of this Agreement. Unless JEA obtains written approval under Section 3 of this Agreement to provide service to areas east of the Intercoastal Waterway, JEA shall not have any obligation to install facilities east of the Intracoastal Waterway.

JEA will consider, but shall not have an obligation to construct regional water and wastewater facilities along minor collector roads. In accordance with existing JEA practice in JEA's current service area, JEA shall not have any obligation to install at JEA expense any local water or wastewater facilities including minor transmission mains, gravity collection lines, or water distribution mains.

SECTION 12. BOND COVENANTS. If it is discovered that any provision of this Agreement is inconsistent with bond covenants, the parties agree that they will work to resolve any inconsistencies or terminate this agreement. Each party agrees to disclose this Agreement in any future bond issue if material to the issue.

SECTION 13. TERM OF AGREEMENT. This Agreement shall remain in effect for a period of thirty (30) years from the effective date set forth in Section 23 of this Agreement. The Agreement may be renewed for up to two (2) successive five-year periods by mutual agreement of the parties. If either party wishes not to renew this Agreement, such party shall provide at least twelve (12) months written notice to the other party prior to the expiration of the initial or subsequent terms as applicable.

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reasons of, to or for the benefit of any third party not a party hereto.

SECTION 15. ASSIGNMENTS. Neither party shall have the right to assign or transfer this Agreement, in whole or in part, without the prior written agreement of the other party.

SECTION 16. SPECIFIC PERFORMANCE. The parties shall have the right to specific performance of this Agreement and to such other remedies as may be available in law or equity.

SECTION 17. NOTICE; PROPER FORM. Any notices or demands hereunder to the parties shall be given by certified mail, return receipt requested, at the respective

addresses shown below, or such other addresses the parties shall specify by written notice to the other delivered in accordance herewith, postage prepaid:

The County: Nassau County Clerk of Court
P.O. Box 456
Fernandina Beach, FL 32034

JEA: Chief Executive Officer
21 W Church St
Jacksonville, FL 322202-3139

SECTION 18. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 19. ATTORNEYS FEES. In the event of litigation between the parties concerning this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney's fees and taxable costs arising before or at trial and on appeal.

SECTION 20. SEVERABILITY. In case any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order or decree or any court or other judicial tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

SECTION 21. MODIFICATIONS IN WRITING. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

SECTION 22. NO WAIVER. Any failure of either party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The recitals and exhibits to this Agreement shall be considered a part of this Agreement, and are incorporated herein by this reference.

SECTION 23. CONDITION PRECEDENT. This Agreement shall be null and void if JEA does not close on the purchase of the United Water System by July 31, 2002.

SECTION 24. INTERPRETATION. In construing this Agreement, it is hereby declared by the County and JEA to be their mutual purpose and intent to prevent needless and wasteful expenditures and harm to water conservation and management efforts which might result from unrestrained competition.

SECTION 25. EFFECTIVE DATE. This Agreement shall be effective upon closing of JEA's purchase of United Water.

SECTION 26. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussion, understandings and agreements. Amendments to and waivers of the provisions herein shall be made by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

dates and year set forth below.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

JEA

By 
Walter P. Bussells, Managing Director
and Chief Executive Officer

Attest 
Cathy Barnwell
Staff Support Assistant

Form Approved: 
Office of General Counsel

— EXHIBIT A

WATER & SEWER
RATE DOCUMENT



21 West Church St.
Jacksonville, FL 32202
(904) 665-5200

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail water and sewer services to major portions of Duval County and some portions of St. Johns and Clay Counties.

Approved by JEA Board

September 18, 2001

Water & Sewer Rates Document Index

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Fees for Connection to and Maintenance of JEA Water and Sewer System

101 – Backflow Prevention Devices

- (a) Backflow prevention devices are required by JEA’s Cross-Connection Control Policy Manual and must be registered annually. A backflow prevention device annual registration fee of \$35.00 will be applied to all testable backflow prevention devices, with the exception of residential devices. An annual backflow assembly tester license registration fee of \$25.00 is also imposed. The backflow device annual registration fee will be due upon notification of the annual testing requirements for water customers. The annual backflow assembly tester registration fee shall be due upon renewal of the backflow assembly tester license.

102 - Water meter tap fees and meter set fees.

- (a) JEA shall have the right to connect or set meters of the sizes as JEA may determine after a consideration of the minimum and maximum quantities of water to be delivered to any and all connections served by JEA’s water system and shall charge and collect in advance, at the time application is made or a plumbing permit, installation costs according to the following charge schedule:

<u>Tap Size (inches)</u>	<u>Size of Meter Service (inches)</u>	<u>Size (inches)</u>	<u>Tap Fee</u>	<u>Meter Set Fee</u>
3/4	3/4	5/8	\$427	\$ 73
1	3/4	5/8	\$427	\$ 73
3/4	3/4	3/4	\$444	\$ 90
1	1	1	\$475	\$106
1-1/2	1-1/2	1-1/2	\$776	\$279 or cost, whichever is greater
2	2	2	\$929	\$354 or cost, whichever is greater

Tap fees for new service connections larger than two inches in diameter shall be based upon the average cost by meter size of the installation to JEA but not less than \$929.00. Meter set fee for connections larger than one inch in diameter shall be (1) based upon the average cost by meter size of the installation to JEA or (2) \$354.00, whichever is greater. Meters so installed shall be and remain the property of JEA and shall be maintained and kept in repair by the

JEA without cost to the user. When evidence exists of tampering with or, of damage to meters or associated equipment by the customer, the customer is subject to prosecution, adjustment of bills, and reimbursement to JEA for expenses as defined in Management Directive 101. Temporary water service shall be metered and charges imposed by this part shall apply.

- (b) Charges for changing an existing meter size shall be the same as the water meter set fee based on the size of the new meter installed.
- (c) JEA may waive the meter set fee imposed by subsection (a) in those cases where a special meter set permit has been issued for a specific location for installation of a water meter. The waiver shall only apply to 5/8-, 3/4- and 1-inch meters and only after a special meter set permit fee has been paid as follows:

<u>Meter Size</u>	<u>Special Meter Set Permit Fee</u>
5/8 inch	\$ 58.00
3/4 inch	\$ 73.00
1 inch	\$ 90.00

- (d) The fee for inspecting the installation of a sewer flow meter shall be \$50.00.
- (e) JEA shall promulgate rules to implement the provisions of this subsection. To the extent this subsection conflicts with the provisions of JEA Water and Sewer Rules and Regulations, this section shall control.

103 - Sewer tap charges.

A charge for all connections to JEA's sewerage system shall be paid in advance by the user in an amount according to the following schedule:

- (a) For sewer connections in unpaved streets, alleys and easements held by JEA \$740.00.
- (b) For sewer connections in paved streets \$1,373.00.
- (c) For pre-paved connection, previously installed in anticipation of future use, \$422.00.
- (d) For all sewer connections where there is no unpaved parkway or where other than a standard four-inch or six-inch "Y" connection to the sewer is used -- an amount equal to (1) the average cost by installation size to JEA or (2) \$740.00, whichever is greater. In these cases, the user shall deposit with JEA, in advance, the estimated cost of the connections as determined by JEA.
- (e) To physically locate a sewer connection, the charge is \$491.00.

104 - Special connections.

In the event an application for water or sewer connection is received and the cost of installation, due to unusual circumstances, is determined by JEA to be substantially more than the charges set forth in this part, the installation charge shall be at actual cost to JEA or the standard cost, whichever is greater.

105 - Water and sewer capacity charges

- (a) Imposition of charges; surcharges. Except as otherwise provided, every property owner whose property initially connects with JEA's water and/or sewerage system shall pay to JEA at the time the building permit application is approved or, if no building permit application is required, at the time the plumbing permit is approved by JEA, a water and/or sewer capacity charge. Effective July 1, 1996, subsequent to the payment of said water or sewer capacity charges, should there be a delay in the connection to JEA's water/sewer system(s) attributable to the property owner's lack of need for JEA water/sewer or for any other reason other than JEA's inability to deliver water/sewer to the appropriate location for connection, then the property owner shall be required to pay both any "post-payment" increase in said water/sewer capacity charges and any "post-payment" new charges attributable to said connection to JEA water/sewer if connection is not made within one year subsequent to said payments. The property owner may, at any time subsequent to payment of a water/sewer capacity charge(s), and JEA shall, subsequent to one (1) year from said payment, initiate action resulting in the refund of any water or sewer capacity charge in situations wherein there has been no connection to JEA's water/sewer system(s). These charges shall be calculated as follows:
- (1) *Domestic waste.*
- (i) **Water.** The minimum charge for a new water connection shall be \$140.00, or a charge of \$0.40 for each gallon of average daily water capacity as estimated and approved by JEA, whichever is greater. For existing water connections, there will be a charge of \$0.40 per gallon of additional average daily water capacity as estimated and approved by JEA.
- (ii) **Sewer.** The minimum charge for a new sewer connection shall be \$1,025.50, or a charge of \$2.93 for each gallon of average daily sewer capacity, as estimated and approved by JEA, whichever is greater. For existing sewer connections, there will be a charge of \$2.93 per gallon of additional average daily sewer capacity, as estimated and approved by JEA.
- For Residential customers in neighborhoods designated as Sanitary Nuisance Neighborhoods pursuant to City Ordinance 2000-119-E, the sewer capacity fee will be \$283.50 if the customer applies for sewer hook-up within 90 days of notification of service availability.

- (iii) Deferment of water and/or sewer capacity charges. If the water and/or sewer capacity charges, calculated as provided in paragraphs (i) and/or (ii), exceeds \$1,000.00 then, in lieu of paying the capacity charge(s) as required by this section, the property owner of a single family residential dwelling shall have the option of entering into a written agreement to defer up to 80% of the water and/or sewer capacity charge(s) with JEA in a form approved by the Office of General Counsel. The agreement shall be executed by the property owner, or by a person or agent authorized to enter into binding agreements on behalf of the property owner. The agreement shall be promptly recorded in the public records of Duval County by JEA as an encumbrance upon the real property, and the applicable recording fee costs shall be collected from the property owner at the time the agreement is executed. The agreement shall provide for payment of the capacity charge(s) in not more than 240 equal monthly installments, including interest due on the remaining balance, at an annual percentage rate of 4%. The installment payments shall commence within 60 days after execution of the agreement or with the first billing for water and/or sewer service, whichever shall first occur. Each monthly billing shall indicate the remaining balance, including interest, on the deferred capacity charges and shall be subject to a late payment penalty of \$25.00 if not received by the 15th of the following month. The property owner shall have the right to pay off the remaining balance, including accrued interest, without penalty. When the installment agreement has been paid in full, JEA shall prepare and deliver to the property owner a receipt for full payment of the capacity charge(s) and a satisfaction of agreement in a form sufficient for recording in the public records of Duval County. The property owner shall be solely responsible for recording the document, at his cost, in the public records. JEA shall promulgate rules to implement this section.

In the case of a user desiring to connect to JEA's water and/or sewerage system JEA may authorize the use of the aforementioned deferred payment process for all capacity and connection fees.

- (b) Transfer of charges; surcharges. JEA may consider transferring capacity charges of a customer from one property location to another if the following conditions are met:
1. The transfer must be made by a commercial or industrial customer who is physically relocating process equipment or process facilities from one location in JEA's service area to another location within JEA's service area.
 2. Only capacity charges related to the process equipment or process facilities located within a geographically contiguous customer complex with an aggregate total average daily process flow greater than 25,000 gallons per day can be considered for the transfer from the predecessor location to the successor location. The aggregate total average daily flow will be calculated from the past 12 monthly billing cycle records. The capacity charges related to domestic plumbing fixture units will not be considered for the transfer and will remain with the property location.

3. Transfer of capacity charges will be contingent on the customer removing / demolishing the process facilities at the predecessor location. JEA will review and approve the demolition plan submitted by the customer's registered Florida Professional Engineer (P.E.). JEA may grant the customer up to 36 months to remove or demolish the process facilities after receiving the transfer request approval letter from JEA.
4. The amount of capacity charges to be transferred to the process facilities must be based on average daily flow methodology submitted by the customer's P.E versus a fixture unit method that is used for domestic plumbing.
5. The customer's P.E. shall certify and supply an itemized breakout and summary of domestic plumbing fixture units that will remain at the predecessor location after removal of the process equipment and process facilities. The P.E. shall certify and supply projected flows at the successor location.
6. Only capacity charges that were actually paid by the customer at the predecessor location can be transferred to the new location. Thus, any capacity fees that were waived under a 'grandfather' clause cannot be transferred.
7. If the customer was leasing the predecessor facility from a property owner, the transfer request will be considered only if: The customer provides JEA a signed release that states the property owner acknowledges and will not contest the transfer of capacity charges related to process equipment and facilities from the property.
8. Any request for transfer of capacity charges must be made prior to the operation of the new process equipment or process facilities that will be using the water or sewer services that might qualify for the capacity fee transfer.
9. The request for transfer of capacity charges must be made only one time from an active JEA account. If the transfer request is for an amount of charges greater than the amount initially assessed at the successor location, then the remaining qualifying transfer charges can be utilized for up to 60 months from the date of the JEA transfer request approval letter. If the transfer request is for an amount of charges less than the amount initially assessed at the successor location, then the difference will need to be paid to JEA in conjunction with acceptance of the JEA transfer request approval letter.
10. The transfer of capacity fees will be an one time event, whereas no subsequent transfer of previously transferred capacity fees will be considered.
11. The incremental flow capacity and wastewater characteristics corresponding to the proposed transfer of capacity charges does not cause JEA to modify or enhance a Sewerage Treatment facility in order to be in compliance with FDEP wastewater treatment requirements.

(2) *Industrial or process waste.*

For industrial or process waste there shall be a charge of \$2.93 for each gallon of daily production flow or the average of all production shift flows (whichever presents the greater requirement for volumetric capacity of the treatment unit), as estimated to the satisfaction of JEA where the character of the waste does not exceed 300 parts per million, by weight, of suspended solids, or chemical oxygen demand not exceeding 650 parts per million, by weight. In the case of a user desiring to discharge sewage into JEA's sewerage system, when the purchased capacity will be used to phase out a treatment facility that is not capable of meeting state water quality standards (as determined by JEA from adequate documentation), JEA may authorize the user to enter into an agreement in writing and in a form approved by the Office of the General Counsel, with JEA to defer up to 80% of the sewer capacity charge [and any surcharge imposed under paragraph (3)]. The agreement shall be executed by the user or by a person or agent authorized to enter into binding agreements on behalf of the user.

The agreement shall be promptly recorded in the public records of Duval County by JEA as an encumbrance upon the real property and the applicable recording fee costs shall be collected from the user at the time the agreement is executed. The agreement shall provide for payment of the sewer capacity charge [and any surcharge imposed under paragraph (3)] in not more than 240 monthly installments, including interest on the remaining balance due at an annual percentage rate of 4%. The installment payments shall commence beginning within 60 days after execution of the agreement or with the first billing for sewer service, whichever shall first occur. Each monthly billing shall indicate the remaining balance, including interest, on the deferred sewer capacity charge [and any surcharge imposed under paragraph (3)]. A late payment penalty of \$25.00 shall be payable on any payment not received by the 15th of the following month. The user shall have the right at any time to pay off the remaining balance, including accrued interest, without penalty. When the installment agreement has been paid in full, JEA shall prepare and deliver to the user a receipt for full payment of the sewer capacity charge [and any surcharge imposed under paragraph (3)] and a satisfaction of agreement in a form sufficient for recording in the public records of Duval County. The user shall be solely responsible for recording the documents, at the users cost, in the public records. JEA shall promulgate rules to implement this paragraph.

(3) *Sewer capacity surcharge.*

In addition to the basic quantity charge as fixed by paragraph (2), there is an additional surcharge when the character of the sewage, waters or wastes from a manufacturing or industrial plant, business or commercial location or building or premises proposing to connect to JEA's sewerage system has a five-day chemical oxygen demand of greater than 650 parts per million, by weight, or contains more than 300 parts per million, by weight, of suspended solids, or both, as determined from the application of the owner, which shall fully disclose to the satisfaction of JEA the character of the waste to be accepted. This additional surcharge shall be computed as follows:

$$\text{SCS} = ((\text{COD}-650) \times \text{Qmgd} \times 8.34\#/\text{gallons} \times \$188/\text{pound}) + ((\text{SS}-300) \times \text{Qmgd} \times 8.34\#/\text{gallons} \times \$82/\text{pounds})$$

Where:

SCS = sewer capacity surcharge,

Qmgd = daily production flow or the average of all production shift flows (whichever presents the greatest requirement for volumetric and/or organic capacity) in million gallons a day,

COD = chemical oxygen demand in parts per million

SS = suspended solids in parts per million

(c) Exception. No water or sewer capacity charges, other than any additional charges under subsection (c), if applicable, shall be due at the time of connection with respect to property:

- (1) as to which there has been paid to JEA a water and/or sewer capacity charge.
- (2) previously served by an investor/community-owned public utility company which has been acquired by JEA.
- (3) located in the First Urban Services District which was connected to JEA's sewerage system on or before September 30, 1968, but only with respect to the charge which would be otherwise imposed by reason of the actual use to which the property was devoted on that date.

(d) Additional charge(s). If:

- (1) JEA shall determine that the estimated average daily flow(s) of a user made at the time of initial connection to JEA's water and/or sewerage system was erroneous, or that the description of the character of the waste in the application was erroneous; or
- (2) the use of the property served by JEA's water and/or sewerage system changes because of the construction of new dwellings, commercial or industrial facilities, because of additions to existing dwellings, commercial or industrial facilities, or because of increased, expanded or changed operations:
 - (i) so as to increase the number of gallons of sewage discharge by more than 20% over the number of the unit values or gallons of discharge at either the time of payment of the last sewer capacity charge or September 30, 1968;
 - (ii) so as to increase by more than ten percent its COD or suspended solids loading, measured in pounds a day;
 - (iii) so as to increase the number of gallons of water usage by more than 20% over the number of unit values or gallons of usage at either the time of payment of the last water capacity charge or July 1, 1993, whichever is later;

Then an additional charge resulting from the erroneous estimates or change in property use shall be due and payable at the time JEA shall determine that an erroneous estimate was made or at the time of the change in property use, regardless of whether a water and/or sewer capacity charge was ever imposed or paid at the time of initial connection to the system. The additional charge shall be calculated according to the same rates as described in subsection (a) and shall be based on flow or on the excess COD or suspended solids loading as applicable, over that on which the previous sewer capacity charge was based.

- (e) Use of funds. Revenues derived from the water and/or sewer capacity charges imposed by this section shall be paid as identified in subsection (a) and placed in separate capital improvement funds to be known and designated as the Water Treatment Capital Improvement Fund and the Sewerage Treatment Capital Improvement Fund. The Water Treatment Capital Improvement Fund shall be used only for the expansion of water production plant capacity and the Sewerage Treatment Capital Improvement Fund shall be used only for the regional sewerage treatment plant capacity expansion, configuration and for the reuse distribution system.

Rates for Water Service

201 - Water Rates.

The rates, fees and charges for water services furnished by JEA's water system, referred to in this section as *water charge*, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. These rates shall be effective for the first billing cycle for May 1996. The owner, occupant or tenant of each lot or parcel of land which may be connected with or use the water system shall pay for the use thereof and for the services and facilities furnished by the system a water charge according to the following schedules:

(a) A water non-residential user shall be charged a monthly base rate according to the water meter size, plus a unit rate per 100 cubic feet (ccf) according to the following rate schedule:

<u>Meter Size (inches)</u>	<u>Monthly Base Rate</u>	<u>Unit Rate per ccf of Water Used</u>
5/8	\$ 8.45	\$0.63
3/4	10.65	0.63
1	15.20	0.63
1-1/2	26.35	0.63
2	39.70	0.63
3	75.35	0.63
4	115.35	0.63
6	226.85	0.63
8	360.35	0.63
10	516.25	0.47
12	961.60	0.47
20	2,009.30	0.47

(b) A residential user shall be charged a monthly base rate according to the water meter size per the schedules in section (a), plus a unit rate per ccf of water used:

1-15 ccf	\$0.58 per ccf
16-30 ccf	\$0.73 per ccf
greater than 30 ccf	\$0.96 per ccf

(c) A water irrigation user shall be charged a monthly base rate according to the water meter size per the schedules in section (a), plus a unit rate per ccf of water used:

1-30 ccf	\$0.73 per ccf
greater than 30 ccf	\$0.96 per ccf

(d) There shall be a monthly base rate for JEA owned meters as described in section 401(c). The monthly base rate shall be the monthly base rate for the same size meter as prescribed in paragraph (a) of this section.

Charges for Fire Protection Water Service**301 - Fire protection charges.**

- (a) For an unmetered connection to JEA's water system for the purpose of providing service on a standby basis for fire protection, there shall be a charge according to the following schedule for each year or portion thereof of the services provided:

<u>Size of Branch (inches)</u>	<u>Annual Charge</u>
4 or less	\$ 49.00
6	\$ 97.00
8	\$200.00
10 or greater	\$356.00

Use shall be limited to the interior of buildings only. The charge shall be billed on a monthly basis. Other water and sewer services to a fire protection customer may be terminated because of nonpayment of fire protection charges. No connection shall be made to the system for a use other than fire protection. The requesting party shall be responsible for all costs incurred in the construction of the connection to JEA's water main. There shall be no connection of the system with another water source, unless a backflow prevention device, approved pursuant to this document, is installed. No suction of a pump may be attached to a connection of JEA except for health or safety reasons and with the written approval of the JEA. In the event that hose racks or hydrant devices for the purpose of fire protection are installed on the interior of the buildings that are to be served by the unmetered connection, the owner will, at his own expense, install and maintain continuously a monitoring system, to be approved by JEA, which will record a pressure drop in the system and provide to JEA, on a quarterly basis, an affidavit that no pressure drop was encountered or, in cases where pressure drops are encountered, that water was used for the extinguishment or control of fires within the building. In the event of noncompliance by the customer with a provision of this section, JEA shall cause the discontinuance of service until the customer makes application and payment for installation of the proper size meter and applicable rate for metered services.

- (b) For a connection to JEA’s water system for the purpose of providing service on a standby basis for fire protection on which the customer has purchased and installed a detector-check meter, there shall be a monthly charge according to the following schedule:

<u>Size of Branch (inches)</u>	<u>Monthly Charge</u>
4 or less	\$15.00
6	\$20.00
8	\$30.00
10 or greater	\$40.00

Other water and sewer service to a fire protection customer may be terminated because of non-payment of fire protection charges. Customers who use water provided by the standby system for other than fire protection or testing purposes, shall be charged \$100.00 and be billed for the volume of water consumed, as estimated by JEA, at 150% of the prevailing rates as established in Section 201. The volume of water, used in fire protection or testing purposes, as estimated by JEA, shall be billed at prevailing rates as established in Section 201. The requesting party shall be responsible for all costs, including costs of meter removal and installation of a detector-check, incurred in the construction of the connection to JEA’s water main. There shall be no connection of the system with another water source, unless a backflow prevention device, approved pursuant to appropriate sections of JEA Rules and Regulations for Water and Sewer Service, is installed. No suction of a pump may be attached to a connection of JEA except for health or safety reasons and with the written approval of JEA. In the event of non-compliance by the customer with a provision of this subsection, JEA shall cause the discontinuance of service until the customer makes application and payment for installation of the proper size meter and applicable rate for meter service.

- (c) Water used by JEA for municipal purposes other than the extinguishment of fires and all water used by another political subdivision or political agencies, state and federal, shall be subject to the rate schedule set forth in this document.
- (d) JEA will conduct fire hydrant flow tests when requested. The fee for this service will be \$ 82.00.

Rates For Sewer Service

401 - Imposition of sewer service charges.

(a) The charges for the services and facilities of JEA's water and sewer system, referred to as *sewer service charge*, shall be based upon the quantity of water used upon the customer's premises, including water from public and private suppliers, as determined by metering. These rates shall be effective for the first billing cycle for May 1996. The charge for single-family residential use shall be based upon actual water usage up to a maximum of 30 ccf a month on all billings rendered covering meter readings made during the months of October through March and shall be based upon 90% of actual water usage up to a maximum of 30 ccf a month on all billings rendered covering meter readings made during the months of April through September; provided that the single-family residence does not have a meter billed as a water only meter. Charges for nonresidential uses shall be based upon actual water usage. The owner, tenant or occupant of each lot or parcel of land which is connected with or uses JEA sewer system shall pay for the use thereof and for the services and facilities furnished by the system a sewer service charge according to the following schedules:

(1) The monthly sewer charge shall be as follows:

(i) A full service user shall be charged a monthly base rate, plus a unit rate according to the following rate schedule. The unit charge shall be determined by multiplying each ccf of water furnished or metered by the unit rate:

<u>Meter Size (inches)</u>	<u>Monthly Base Rate</u>	<u>Unit Rate per ccf of Water Used</u>
5/8	\$ 3.40	\$ 2.90
3/4	5.15	2.90
1	8.55	2.90
1-1/2	17.10	2.90
2	27.30	2.90
3	54.50	2.90
4	85.15	2.90
6	170.45	2.90
8	272.60	2.90
10	391.90	2.90
12	732.55	2.90
20	1,533.20	2.90



- (ii) A limited service sewer user shall be charged the same monthly base rate and the effective date shall be the same as delineated in the above schedules based upon meter or sewer connection size [as appropriate], plus a unit rate of \$ 1.74 per ccf of water, discharged into JEA's sewer system.

- (a) Each applicant for a sewer connection between JEA's sewerage system and a lot or parcel of land which is supplied water by a private system or well shall have a meter, approved by JEA, installed and maintained at the expense of the applicant and his successors in interest. The meter shall be located in the water line at a convenient location for reading and for measuring the water which enters the sewerage system. In these cases the sewer service charge shall be based upon the reading of the meter made by JEA's meter readers. Each sewer only customer class with unmetered water or inoperative meter shall be charged at the average monthly water usage rate for the prior calendar year for that customer class as the consumption amount.

- (b) On sewer credit accounts, the water meter shall be JEA-owned and installed by the owner, tenant, occupant or his agent under the direct supervision of JEA, and the owner, tenant or occupant shall pay those inspection, delivery, material and administrative costs as determined by JEA or which are required by, and shall be subject to, the terms and requirements of sections 102(a) and (b). This paragraph does not apply to owners, tenants or occupants of lots or parcels of land which are connected to JEA water and sewer system and also have a cross-connection to another water supply. The maximum credit that can be given for an existing sewer credit account is 75% of the total water billed for the account on which the credit is to be given. No new sewer credit accounts shall be allowed.

- (c) Effective October 1, 1988, all owners, tenants, and occupants shall be required to provide for the installation and use of JEA-owned water meters in all water systems, regardless of whether the meter is or was installed for the purposes of establishing a charge or a credit.

- (d) The fee for processing an industrial user discharge permit application shall be \$250.00.

402 - Sewer surcharge.

In all cases where the character of the sewage, waters or waste from a manufacturing or industrial plant, business or commercial location, building or premises has a chemical oxygen demand of more than 650 parts per million by weight or contains more than 300 parts per million by weight of suspended solids, or both, and the sewage, waters or waste are accepted into the sewage system for treatment, the discharger shall pay to JEA a rate, fee or charge, designated as a surcharge. Surcharge shall be in addition to any sewer service charge which might be based upon the customer's premises as set forth in this Water and Sewer Rates Document. JEA reserves

the right to deny any discharger treatment capacity based on his determination that additional organic loading above 650/ppm COD, 300/ppm suspended solids or additional hydraulic load, or any combination of the above, will hamper or reduce the effective operations of the treatment facility.

The surcharge shall consist of an amount calculated according to the following formula:

$$S = V_s \times \{ \$0.000577 (\text{COD} - 650) + \$0.000705 (\text{SS} - 300) \}$$

Where:

S = surcharge in dollars;

V_s = sewage volume in ccf;

\$0.000577 = unit charge factor for COD based on 9.25 cents per pound of COD;

COD = chemical oxygen demand strength index in parts per million by weight;

650 = allowable COD strength under normal volume charges in parts per million by weight;

\$0.000705 = unit charge factor for suspended solids based upon 11.3 cents per pound of suspended solids; and

SS = suspended solids strength index.

The amount of the surcharge for the use of JEA's sewerage system shall be separately stated as a part of the total sewer service charge for the billing period and shall be payable, collectible and enforceable in the manner provided for sewer service charges. Unless otherwise required by JEA for compliance with local, State and federal law or regulations, each customer to which this surcharge applies shall submit, on a monthly basis, a laboratory analysis of such scope as to permit JEA to render an accurate billing of this charge as provided herein.

Each sewer customer to which this surcharge could apply that does not submit a laboratory analysis shall be charged a sewer surcharge based upon the average surcharge factors of other customers who have the same property use code as assigned by the Duval County Property Appraiser's Office or based upon factors assigned by JEA until reporting of actual surcharge factors are provided by the sewer customer.

403 - Scavenger waste charges.

- (a) Scavenger wastes, as described in JEA Rules and Regulations for Water and Sewer Service, may be disposed of at a JEA sewage treatment plant after approval of JEA and with prior payment of a charge of \$4.49 for each 100 gallons of waste based on the full capacity of each vehicle for each discharge. There shall be a minimum fee of \$ 30.00 for each discharge.

Billing Issues

501 - Delinquent Bills

- (a) A bill for service shall be rendered monthly by the Jacksonville Electric Authority (JEA), as billings and collection agency for JEA. Policies and procedures with respect to billing customers, collecting receipts and terminating services, where necessary, shall be in accordance with JEA Management Directive 101.
- (b) A charge for reconnection to JEA's water or sewerage system in all cases in which services shall have been discontinued for nonpayment of service charges shall be paid in advance by the user. There is imposed a charge of \$115.00 for resetting a meter which has been removed due to a delinquent account. There is imposed a charge as established in JEA Management Directive 101 for restoring service to a meter which has been cut off for nonpayment but not removed. There is imposed a charge of \$400.00 for reconnection of sewerage services which have been discontinued for nonpayment of sewer service charges. No applicant for services from JEA's water or sewerage system who has been previously disconnected from the sewerage system for nonpayment of the service charges or who has previously been disconnected from JEA's water system for non-payment of service charges shall be permitted to have a connection with the water or sewerage system until all the delinquent charges have been paid to JEA, together with the amount of the applicable connection or reconnection charges as described in this part.

502 - Billing adjustments

- (a) When a user's bill is unusually high or low due to a meter malfunction or when an error in meter reading occurs, the user's bill shall be adjusted to a normal bill based on the average of the three previous months' consumption or based upon the average of a three month period that reflects the customer's normal consumption before the malfunction or error occurred. Where there is an underground leak or concealed leak or other leak within the user's structure, where such leaks do not discharge into the sewage collection system on the user's side of the meter, and are substantiated by plumbing repair bills, or by receipts for materials utilized to repair the leak or by other written documentation satisfactory to JEA to justify the claim for adjustment: that customer may request that a billing adjustment be made for the sewer charge associated with the quantity of water estimated to have been lost due to the qualifying leak. The right may be exercised by the making of a written request to JEA within 30 days of any disputed bill. The written request shall include such documented proof as required by and which is satisfactory to JEA. Upon receipt of a proper written request, JEA, after verifying entitlement, shall cause an appropriate credit to be made to the user's account; provided, however, if, a customer has received 2 billing adjustments within a 12 month period there shall be no additional billing adjustments (in said 12 month period) allowable under this section.

JEA

- (b) If a meter installed and maintained by an owner, occupant or tenant upon which the sewer service charges imposed by this document are based is found to be defective for any reason whatsoever, the owner, occupant or tenant shall immediately correct the defect and have the meter tested by JEA at his expense. In these cases, JEA reserves the right to render an average or estimated bill for the period that the meter was defective, based upon previous consumption on the meter.
- (c) Any metered user to whom sewer charges are regularly rendered and through whose meter a swimming, family swimming, or public pool receives water from JEA water system and whose pool capacity has been documented to JEA by the pool contractor, builder or homeowner at the time the building permit for the pool was issued shall have the right to fill the pool for the first time without application of the sewer charge to the quantity of water used to fill the pool. Furthermore, a metered user, as defined herein above, who is required to drain his pool in order to facilitate needed repair shall have the right to refill the pool after the repair has been completed without application of the sewer charge to the quantity of water used to refill the pool, provided that the necessity to drain the pool for repair and the pool's capacity in gallons is certified to JEA by the pool contractor or other person doing the repair prior to draining the pool. The certification shall be under oath and must have attached to it the permit issued by the Chief, Building and Zoning Inspection Division for any repairs. The right to fill the pool for the first time or to refill the pool after necessary repair may be exercised by the making of a written request to and upon forms available from JEA. The written request shall include such documented proof as required and as satisfactory to JEA, of the pool's capacity in gallons. The written request shall also include an affidavit (on the form provided by JEA) signed by the user, and water meter readings both immediately before and after the filling or refilling of the pool with dates and times of readings noted. All written requests shall be furnished to JEA no later than 30 days after completion of the filling or refilling. Upon receipt of a proper written request, JEA shall cause an appropriate credit to be made to the user's account.

503 - Meter error.

Meters furnished by JEA shall be accurate at the time of installation. JEA will endeavor to keep these meters accurate at all times and will replace a meter which, after testing, is found to be registering either faster or slower than 2% of 100% accuracy. Meters shall be deemed accurate when tested and found to be registering within 2% of 100% accuracy. JEA shall have the right to test meters to determine accuracy whenever it deems this action advisable. In addition, if a user demands a field test when the meter is tested and found to be operating correctly, the user shall pay a fee of \$40.00 for the field test for meters up to and including one inch in size. The fee for 1-1/2" and 2" meters will be \$85.00. For meters larger than 2", a user shall pay the average cost, based on meter size, to JEA. The charges shall be levied only if the accuracy of registration of the meter is found to be not more than 102% of the actual volume of water passing through the meter. The user shall have the right to be present when the test is made. The user for water service for whom the meter was tested by JEA will receive a credit for any erroneous charge on the bill if the meter tested is found to be more than 2% fast; however, no bill shall be

adjusted for more than a six-month period prior to the date that the request for a test was received by JEA. JEA has the right to back-charge a user for the previous three-month period for a residential customer and the previous twelve-month period for a non-residential customer, when the meter at his service location is tested and found to be slower than 2%) of 100% accuracy, which adjustment shall not include the 2% allowed for inherent inaccuracy.

504 - Late payment fee.

A late payment fee shall be applied to all past due account balances and payments. All policy and procedures with respect to collecting the late payment fee shall be in accordance with JEA's Management Directives 101. With respect to late or past due balance or payments, a 1.5% fee per month shall be applied to all late or past due balances.

505 - Utility Agreements.

JEA serves a limited number of customers wherein it provides water service and a second party utility company provides sewer service, and vice versa. On some occasions, customers receiving water and sewer service from two different utilities pay only the water bill and not the sewer service bill. Curtailment of sewer service alone is extremely expensive in that sewer lines to customers typically do not have cut-off valves, necessitating that the sewer line be dug out and plugged. To accomplish the same protocol that is undertaken for customers who receive both water and sewer service by JEA, JEA is authorized to execute an agreement (containing appropriate hold harmless provisions as approved by the office of the General Counsel) with second party utility companies (which reciprocate) providing for the termination of water service for customers who do not pay the fees for sewer service. Said termination of water service shall afford notice and appeal rights conforming to those provided to customers receiving both water and sewer service from JEA.

506 - Special Services, Terms, Conditions and Rates.

JEA and the customer may agree for JEA to provide special services, including related water, sewer and energy services, and for terms of service up to ten (10) years in length. Services could include the repayment to JEA over time of the capital costs incurred to connect new customers to the water and/or sewer system. Prices for special services, terms or conditions shall be based on cost. JEA's provision of special services, terms, and conditions requires execution of a contract between JEA and the customer, in which all special services, terms, and conditions shall be specified. Contract approval authorizations shall be as established in applicable JEA Management Directives, Policies or Procedures.



RATES AND CHARGES FOR RECLAIMED WATER SERVICE

601 - Availability and requirements for service.

This service will only be available to commercial customers, where service is available, with a physically separate reclaimed water irrigation system. No connection to JEA's potable water system by valve or any other means will be allowed. Certification that no interconnection exists must be provided to JEA before any service connections is made. All areas where reclaimed water is being used must be clearly marked as non-potable water. Any customer whose reclaimed water system is in violation of any regulation or procedure shall be subject to immediate discontinuance of reclaimed water service. Such discontinuance shall not relieve any person of liability for any payments due to JEA.

602 - Reclaimed water rates and charges.

There is hereby established a uniform schedule of rates and charges by class for the use or availability of JEA's reclaimed water system inside and outside the service territory of JEA, including bulk water sales to other public or privates utilities, as follows:

- (a) A user shall be charged a monthly base rate according to the reclaimed water meter size as established in section 201 of this Rate Documentation.
- (b) There also shall be a unit rate according to the following rate schedules:
 - (i) For all meters the following rates will apply:
 - (ii)
 - a) Effective October 1, 2001, with the first billing cycle unit, the rate per ccf of reclaimed water used will be \$ 0.10 for commercial customers that are relinquishing, suspending, or foregoing an application for a Consumptive Use Permit or ground water withdrawals from SJRWMD.
 - (b) Effective October 1, 2001, with the first billing cycle unit, the rate per ccf of reclaimed water used will be \$0.20 for all other commercial customers.

603 - Reclaimed water capacity charges.

- (a) No Capacity fees will be charged for reclaimed water service.

604 - Connection fee, etc.

Connection, reconnection, tap, and construction fees and rates shall be in accordance with applicable sections of the Water & Sewer Rates Document.

Chilled Water Service

701 – Conditions for Chilled Water Service

1) The customer is responsible for the following items:

- a) To provide JEA with a satisfactory indoor site for installing our Energy Station with free access to that station at all times.
- b) Contract term is for twenty years. The contract is transferable, upon notification to JEA and acceptance by the new party. The contract will provide for JEA to be the sole provider of all building cooling loads during the contract term.
- c) A temperature rise (ΔT) of at least 15°F must be maintained at all times for chilled water returned to JEA. For each hour period wherein the customer does not maintain at least a 15°F rise in temperature the customer shall pay a demand surcharge according to the following table:

ΔT^*	Demand Surcharge
14° F	7.5 %
13° F	14 %
12° F	20 %
11° F	27 %
10° F	33 %

*Lower Temperatures will be surcharged proportionally

- d) The customer is responsible for maintaining building piping in good condition. The customer is also responsible for the cost of replacing water due to leaks at the normal rates charged for water consumption.
- e) JEA may consider a reduced rate for customers who provide capital or other tangible assets to JEA.

702 – Contract Demands in excess of 200 tons

Demand Charge: \$ 20.00 per ton
 Consumption Charge: \$0.07 per ton/hour for EFLH less than or equal to 2,400
 Consumption Charge: \$0.05 per ton/hour for EFLH greater than 2,400

- 1) Demand is calculated as the higher of either the contract demand or the current month one hour demand.
- 2) If the monthly measured demand exceeds the contract demand by more than 10 % for two months in a twelve month period, the highest demand in the previous twelve months will become the new contract demand.
- 3) If the measured monthly demand in any month exceeds the contract demand by more than 25% a surcharge of \$5.00 per ton will apply to all demand above the contract demand.



- 4) If the measured demand is less than 80% of the contract demand in any month within a twelve month period then the contract demand may be reduced by up to 10% at the option of JEA.
- 5) A customer with more than one location on the same chilled water system grid will be allowed to aggregate their demand. In these situations the customer will be billed for the coincident peak demand.
- 6) A customer with a contract demand of 2,000 tons and greater than 2,000 EFLH in annual consumption will receive a demand discount of \$0.50 per ton.

703 – Contract Demands less than 200 tons

Consumption Charge: \$0.16 per ton/hour for EFLH less than 2,400

Consumption Charge: \$0.05 per ton/hour for EFLH greater than 2,400

- 1) There will be no demand charge for contracts less than 200 tons.

704 – Chilled Water Service Definitions

- a) **Temperature rise** – The difference in temperature between the chilled water supplied by JEA at the Energy Station and the warmed water returned to the JEA Energy Station. (Also referred to as ΔT)
- b) **Ton** – One ton of cooling equals 12,000 BTU.
- c) **Contract Demand** – The maximum one hour tons of cooling capacity set by contract with the customer.
- d) **Measured Monthly Demand** – The maximum one hour tons of cooling capacity measured at the customer's Energy Station in a given month.
- e) **Consumption** – The monthly consumption measured at the customer's Energy Station. This is measured in ton/hours.
- f) **EFLH** – Equivalent Full Load Hours – If all of a customer's consumption occurred at the maximum load, this is how many hours per year they would use chilled water. The formula used to calculate EFLH is:

$$\text{EFLH} = (\text{Annual Consumption in ton/hrs}) / \text{Annual peak demand tons}$$

EXHIBIT B

5% Revenues to Nassau County

Year	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Additional Territory	\$ 1,096	\$ 3,347	\$ 5,717	\$ 8,205	\$ 10,813	\$ 13,539	\$ 16,383	\$ 19,347	\$ 22,429	\$ 25,630
United Water	\$ 35,741	\$ 43,654	\$ 51,567	\$ 59,480	\$ 71,677	\$ 88,160	\$ 104,643	\$ 121,126	\$ 137,608	\$ 157,734
Total	\$ 36,837	\$ 47,001	\$ 57,283	\$ 67,685	\$ 82,490	\$ 101,699	\$ 121,026	\$ 140,473	\$ 160,037	\$ 183,364
Net Present Value @ 5%	\$35,083	\$42,631	\$49,484	\$55,685	\$64,633	\$75,889	\$86,011	\$95,077	\$103,162	\$112,570
Cumulative Total	\$35,083	\$77,714	\$127,197	\$182,882	\$247,515	\$323,404	\$409,415	\$504,493	\$607,654	\$720,224
10 Year Total	\$ 997,895									
10 Year Total NPV	\$720,224									
NPV Additional Territory	\$89,273.82									
NPV United Water	\$630,950.13									
Total NPV	\$720,223.95	\$ 720,000								

Rounded

JEJ 12/14/01

EXHIBIT C

ROADWAY FUNCTIONAL CLASSIFICATIONS

Major Collectors in Nassau County:

CR 200A (Pages Dairy Road)
CR 107 (Blackrock Road)
CR 107 (Nassauville Road)
Chester Road
CR 108 (Hilliard)
CR 108 (Callahan)
CR 121

Principal Arterials in Nassau County:

US 301 - from Duval County Line to US 1 in Callahan
SR 200 - from US 1 in Callahan to I-95
US 17 - from Duval County Line to Georgia State Line
US 1 - from Duval County Line to Georgia State Line

Minor Arterials in Nassau County:

US 90 - from Baker County Line to Duval County Line
SR 200 - from I-95 to Intracoastal Waterway
SR 115 - Duval County Line to Callahan

1

¹ The definition of Major Collector shall be as defined in Section 4.23.1 of the Nassau County Roadway and Drainage Standards. The definition for Principal Arterial and Minor Arterial shall be as defined by Florida Department of Transportation (FDOT) standards. All collector and arterial roads east of the Intracoastal Waterway are excluded.

JEA & Nassau County FCRS Possible Scenarios

1. Minimal JEA involvement – MOU with JEA for use of FCRS system control switch. Nassau County constructs an independent but compatible system. Nassau executes an agreement with JEA to utilize existing spare capacity on the FCRS control switch located at SOCC. Inter-agency agreement with JEA, JSO and JFR for inter-agency communications.
 - ◆ Advantage to Nassau is a capital cost savings of about \$700,000.00
 - ◆ Advantage to JEA and community is that by Nassau being a defined independent zone on the FCRS switch, inter-agency communications are seamless and the radios can work on both systems.

2. JEA provides project management services to Nassau County for the construction of an independent system (FCRS switch still used). Nassau contracts directly with Motorola for the radio system and is responsible for all ground communications. JEA provides project management services for a fee.

3. JEA provides turnkey system deployment services to Nassau County for the construction of an independent system (FCRS switch still used). Nassau contracts directly with Motorola for the radio system. Nassau contracts with JEA for all other non Motorola services such as complete system deployment which includes engineering, project management, construction management, turn-up and testing management. JEA also provides all engineering and construction services associated with the land communications and transport systems required to support the radios system. Nassau contracts or provides all ground communications. JEA will provide these services for a fee.

4. JEA provides turnkey independent system to Nassau County (FCRS switch still used). Nassau contracts with JEA for the complete delivery of the radio system. JEA contracts with Motorola for the equipment and installation services of the radio system. JEA is responsible for the complete deployment including design, engineering, project management, construction, construction management, turn-up and training. JEA also provides all design and construction services associated with the land communications and transport systems required to support the radios system. Nassau responsible for all costs and provides all the required capital funds required to complete the radio system. JEA will provide these services for a fee.

5. Complete integration into FCRS. Nassau becomes an extension of the FCRS and executes an MOU with JEA that is similar to the JEA / COJ agreement. Nassau is provided with radio service for a monthly fee based on a negotiated monthly price per unit. This fee will include all recurring costs including system maintenance. Nassau contracts with JEA for the complete delivery of public safety radio communications. JEA secures and contracts with Motorola for the equipment and installation services of the radio system. JEA is responsible for the complete deployment including design, engineering, project management, construction, construction management, turn-up and training. JEA also provides all design and construction services associated with the land communications and transport systems required to support the radios system. Nassau responsible for all capital costs for the build out and expansion. Nassau pays JEA for the deployment of the system based on a negotiated payment schedule. The monthly service fee is negotiated with the understanding that Nassau provided all capital funds required to complete the expansion / extension.

Options one through four requires Nassau to have staff available to provide Operation and Maintenance or contract with a vendor to provide the operation and maintenance of the radio system and all land communications and ancillary equipment and services required to operate the radio system. Only option five covers FCRS O&M to be responsible for the radio system in Nassau County.

APPROVED \$150,000 for engineering services

DATE 6-10-02 JKB

the Director of Administration and Finance and shall be used solely for the purpose of acquiring land for CDBG programs and uses without further appropriation by the Council.

Section 1.10 Septic Tanks. In compliance with the guidelines described in Sections 751.106 and 751.107, Ordinance Code, there are hereby identified in Schedule B-5, the up to date Septic Tank Failure Areas and the budget for the Septic Tank Phase Out Program.

Section 1.11 Faith and community based partnerships. The Mayor may implement the Mayor's Office of Faith and Community Based Partnerships (MOFCBP) Award Program as more particularly described in Schedule B-6, attached hereto, and as funded within the Neighborhoods Department.

Part II

JEA

Section 2.1 Estimated revenues; appropriations. From the estimated total revenues and fund balances set forth on Schedules C and D, JEA Estimated Revenues, there are hereby appropriated the sum expenditures set forth on Schedules C and D, JEA Appropriations for the indicated purposes of JEA. There is appropriated to the City the sum of \$85,937,538 from revenues of JEA, calculated as provided in s. 21.07, of the Charter, as amended. JEA is hereby authorized to withdraw and expend the accumulated balance sheet fund balances available in its Transmission and Distribution Self Insurance Fund for capital expenditures incurred in connection with a hurricane or other extraordinary, non-recurring events. JEA is also authorized to withdraw and expend the accumulated balance sheet fund balances available in its Electric System and Water and Sewer System Revenue, Rate Stabilization, Renewal and Replacement Bond Proceeds, General Reserve Fund, and Debt Service Reserve Funds and Accounts for the retirement, defeasance or purchase of

1 outstanding Electric System, Water and Sewer System, Bulk Power
2 Supply System and St. Johns River Power Park System debt provided
3 these payments are reflected as payments against the current year's
4 budget and that total revenues are adjusted accordingly. The
5 estimated total revenues, fund balances and appropriations provided
6 therein, together with the other applicable provisions of this
7 ordinance, shall constitute the annual budget and appropriations
8 for JEA for its fiscal year beginning October 1, 2004 and ending
9 September 30, 2005, which budget is hereby adopted and approved by
10 the Council pursuant to ss. 14.02 and 21.07 of the Charter, as
11 amended.

12 **Section 2.2 Allocations, allotments and transfers.** JEA is
13 authorized to allocate, allot and transfer within, but not between
14 (unless less than \$50,000 cumulative), the sums herein appropriated
15 for more specific purposes within each of the total sums specified
16 on Schedules C and D and to transfer from time to time, without
17 Council approval, appropriated funds from one of the purposes for
18 which funds are appropriated by this Part II to another of such
19 purposes, if, in the discretion of JEA, such transfer is necessary
20 to carry out all of the purposes for which funds are hereby
21 appropriated, subject to applicable law; provided, that JEA shall
22 pay over to the Board of Pension Trustees, in addition to any other
23 contribution to the pension funds required by law, the employer's
24 contribution required by Section 12.5, which shall be paid as often
25 as funds therefor are available. Once cumulative transfers between
26 Schedules C and D exceed \$50,000, City Council approval must be
27 obtained. There shall be provided to the Council Auditor, within
28 twenty-four hours after Board approval, a copy of the written
29 documentation of all proposed additional appropriations of funds.
30 There shall also be provided to the Council Auditor at the end of
31 each quarter a copy or a summary of the written documentation of

1 all transfers made between approved budget line items. The number
of full-time employees either authorized or employed at any one
3 time shall not exceed 2,011. The Council authorizes 300,000
4 temporary employee hours.

5 **Part III**

6 **Water Sewer Expansion Authority (WSEA)**

7 **Section 3.1 Estimated revenues; appropriations.** From the
8 estimated total revenues set forth on Schedule E, there are hereby
9 appropriated the sum appropriations set forth on Schedule F, WSEA
10 Appropriations for the indicated purposes of WSEA pursuant to s. 26
11 of the Charter. The estimated total revenues and appropriations
12 provided therein, together with the other applicable provisions of
13 this ordinance, shall constitute the annual budget and
14 appropriations for WSEA for its fiscal year beginning October 1,
15 2004 and ending September 30, 2005, which budget is hereby adopted
16 and approved by the Council pursuant to ss. 14.02 and s. 26 of the
17 Charter, as amended.

18 **Section 3.2 Allocations, allotments and transfers.** WSEA
19 is authorized to allocate, allot and transfer within, but not
20 transfer funds to capital projects, the sums herein appropriated
21 for more specific purposes within each of the total sums specified
22 on Schedule F without Council approval. There shall be provided to
23 the Council Auditor, within twenty-four hours after WSEA Board
24 approval, a copy of the written documentation of all proposed
25 additional appropriations of funds. There shall also be provided
26 to the Council Auditor at the end of each quarter a copy or a
27 summary of the written documentation of all transfers made between
28 approved budget line items.

29 **Section 3.3 Function of WSEA.** WSEA will be subject to an
30 annual audit, and must prepare and submit its budget for the
31 ensuing year by July 1 to the City Council for review and approval.

**JEA
CONSOLIDATED OPERATING BUDGET
FISCAL YEAR 04/05**

	Electric System	Water & Sewer System	District Energy System	Total
FUEL & PURCHASED POWER RELATED: REVENUES & EXPENSES:				
REVENUES	\$ 300,076,000	\$ 0	\$ 0	\$ 300,076,000
EXPENSES	\$ 300,076,000	\$ 0	\$ 0	\$ 300,076,000
FUEL FUND BALANCE	\$ 0	\$ 0	\$ 0	\$ 0
NON-FUEL REVENUES & EXPENSES: REVENUES:				
Non-Fuel Revenues	\$ 492,641,000	\$ 192,850,000	\$ 3,726,000	\$ 689,217,000
Investment Income	3,190,000	4,261,000	3,000	7,454,000
Capacity Fees	0	14,000,000	0	14,000,000
Contributed Capital	0	22,700,000	0	22,700,000
Other Revenues	35,512,176	10,347,302	0	45,859,478
Total Operating Revenues	\$ 531,343,176	\$ 244,158,302	\$ 3,729,000	\$ 779,230,478
EXPENSES:				
Operating and Maintenance	\$ 118,418,000	\$ 77,890,930	\$ 1,793,000	\$ 198,101,930
Non-Fuel Purchased Power	140,505,389	0	0	140,505,389
Non-Fuel Uncollectibles & PSC Tax	2,353,395	916,825	0	3,270,220
Contributed Capital Outlay	0	36,700,000	0	36,700,000
Emergency Reserve	5,000,000	1,000,000	0	6,000,000
Total Expenses	\$ 266,276,784	\$ 116,507,755	\$ 1,793,000	\$ 384,577,539
NET REVENUES FROM OPERATIONS	\$ 265,066,392	\$ 127,650,547	\$ 1,936,000	\$ 394,652,939
OTHER DEDUCTIONS:				
Debt Service	\$ 141,497,758	\$ 84,086,790	\$ 1,880,000	\$ 227,464,548
Contracts & Contingencies	1,130,000	4,376,177	0	5,506,177
Renewal and Replacement Fund	40,307,193	10,046,114	0	50,353,307
Total Other Deductions	\$ 182,934,951	\$ 98,509,081	\$ 1,880,000	\$ 283,324,032
CONTRIBUTION TO THE CITY	\$ 68,676,620	\$ 17,260,918	\$ 0	\$ 85,937,538
NET REVENUES IN EXCESS OF EXPENSES AVAILABLE FOR CAPITAL OUTLAY	13,454,821	11,880,548	56,000	25,391,369
TRANSFER TO OPERATING CAPITAL OUTLAY	\$ (13,454,821)	\$ (11,880,548)	\$ (56,000)	\$ (25,391,369)
SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -
BUDGETED EMPLOYEE POSITIONS	1,479	532	0	2,011
BUDGETED TEMPORARY HOURS	250,000	50,000	0	300,000

831,419,176

SCHEDULE C

JEA
CONSOLIDATED CAPITAL BUDGET
FISCAL YEAR 04/05

<u>ALL FUNDS</u>	<u>Electric System</u>	<u>Water & Sewer System</u>	<u>District Energy System</u>	<u>Total</u>
Installation & Replacement Deposit	\$ 40,807,193	\$ 10,046,114	\$ 0	\$ 50,853,307
Operation Fund Investment Income	750,000	450,000	0	1,200,000
Proceeds and Other	200,917,000	174,168,338	24,405,000	399,490,338
Utility Fees	0	14,000,000	0	14,000,000
Allocated Capital	0	22,700,000	0	22,700,000
Remaining Capital Outlay	<u>13,454,821</u>	<u>11,880,548</u>	<u>56,000</u>	<u>25,391,369</u>
Initial Capital Funds	<u>\$ 255,929,014</u>	<u>\$ 233,245,000</u>	<u>\$ 24,461,000</u>	<u>\$ 513,635,014</u>
<u>ALL PROJECTS</u>				
Installation Projects	\$ 61,299,000	\$ 0	\$ 0	\$ 61,299,000
Transmission & Distribution Projects	118,519,014	0	0	118,519,014
Projects	0	76,155,000	0	76,155,000
Projects	0	114,278,000	0	114,278,000
District Energy Projects	0	0	24,461,000	24,461,000
	<u>76,111,000</u>	<u>42,812,000</u>	<u>0</u>	<u>118,923,000</u>
Capital Projects	<u>\$ 255,929,014</u>	<u>\$ 233,245,000</u>	<u>\$ 24,461,000</u>	<u>\$ 513,635,014</u>

SCHEDULE D

(904) 548-4660, 879-1029, (800) 958-3496

d/anne/fax-transmittal

Ann

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SUBJECT:

5217

DATE:

1/4/05

904/548-4508 - FAX

904/548-4590

FROM:

MICHAEL S. MULLIN, COUNTY ATTORNEY

TO:

Shirley Maham 879-6151

FAX TRANSMITTAL

J.M. "Chip" OXLEY, JR.
Ex-Officio Clerk
MICHAEL S. MULLIN
County Attorney

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall
Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010



: BATCH
M : MEMORY TX
S : STANDARD
* : PC

C : CONFIDENTIAL
L : SEND LATER
D : DETAIL
+ : ROUTING

\$: TRANSFER
F : FORWARDING
E : ECM
> : REDUCTION
A : RECEIPT. NOTICE

P : POLLING
E : ECM
> : REDUCTION
A : RECEIPT. NOTICE

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