



**ORDINANCE NO. 2003- 45**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ESTABLISHING RULES AND REGULATIONS, RATES, CONNECTION FEES, METER SERVICE FEES, FEES FOR PRIVATE SERVICE LINES FOR FIRE PROTECTION, SERVICE AVAILABILITY CHARGES, EFFLUENT WATER FEES, IMPACT FEES AND OTHER MISCELLANEOUS SERVICE CHARGES TO BE IMPOSED FOR THE USE OF WATER AND SEWER SERVICES FOR THE WATER AND SEWER SYSTEM OWNED AND OPERATED BY NASSAU COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR DEFINITIONS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners has acquired the Florida Water Services Corporation facilities in the unincorporated area of the south end of Amelia Island; and

WHEREAS, the Board has re-named the facilities the “Nassau-Amelia Utility”; and

WHEREAS, The Board finds there is a need to establish rules and regulations rates, connection fees, meter service fees, fees for private service lines for fire protection, service availability charges, effluent water fees, impact fees and other miscellaneous service charges to be imposed for the use of water and sewer services for the water and sewer system owned and operated by Nassau County.

THEREFORE, BE IT ORDAINED this 19<sup>th</sup> day of August, 2003, by the Board of County Commissioners of Nassau County, Florida, as follows:

**SECTION 1. Findings.** It is hereby ascertained, determined and declared that:

A. Nassau County (the “County”) is a political subdivision of the State of Florida.

B. The County recently acquired the water and sewer system previously owned by Florida Water Services Corporation and located in Amelia Island, Florida (the "System").

C. The County desires to establish rules and regulations, service classifications and rates, fees and charges for such classifications to be imposed for services provided by the System.

D. The County desires to structure the rates, fees and charges so as to provide sufficient revenues to effectively and efficiently operate the System.

E. The County desires to structure the rates, fees and charges for services provided by the System so as to generate adequate levels of revenue to cover the required debt service and other obligations necessitated by bond covenants agreed to in order to finance the acquisition of the System.

## **SECTION 2. Definitions.**

1. "APPLICANT" – Any person, firm, association, corporation, governmental agency, or similar organization that has applied (completed appropriate Utility forms and paid the necessary fees) for service with the Utility; or who has applied (completed appropriate Utility forms and paid the necessary fees) to have a main extended to make service available to property not presently being served by the Utility.

2. "BFC" – "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Utility's customers and is separate from the amount bill for water and wastewater.

3. "CONSUMER" – Any person, firm, association, corporation, governmental agency, or similar organization supplied with water or wastewater services by the Utility.

4. "CONTRACTS" – Development Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement may be entered into by the Utility for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules.

6. "CUSTOMER" – Any person, firm or corporation who has entered into an agreement to receive water or wastewater service from the Utility, and who is liable for the payment of that water or wastewater service.

7. "LETTER OF ACCEPTANCE" – The letter sent by the Utility, after the developer completes the Utility's application for extension and supplies all supporting documents for said application, in which the Utility states that the terms and conditions under which it will allow the developer to connect to its mains.

8. "MAIN" – A pipe, conduit, or facility used for conveying water or wastewater service to individual service lines or to other mains.

9. "METER" – Any device used to measure service rendered to a Customer by the Utility.

10. "PLANT CAPACITY CHARGE" – The amount authorized by the Utility which is designed to recover a portion of the costs of plant facilities.

11. "POINT OF COLLECTION" – For water or wastewater systems, "point of collection" shall mean the point at which the Utility's piping, fittings, and valves connect with the Customer's piping, fittings, and valves.

12. "POINT OF DELIVERY" – The "Point of Delivery" for service shall be the outlet connection of the Utility's meter, except in cases where 1) there is no meter, 2) the meter is not located at the property boundary, or 3) the meter is located within a multi-family dwelling

unit. In each of these three exceptions, the “point of delivery” for service shall be the point at which the Utility’s piping connects with the on-site pipes at or near the property boundary.

13. “QUALIFIED PROPERTY” – Means the (off-site) property or properties through which an extension has been made in accordance with a Refundable Advance Agreement in order to extend facilities to the Applicant’s (on-site) property; and for which the Applicant may be due a refund under the terms and conditions of the Service Ability Policy, Service Contract, or Developer’s Agreement.

14. “RATE SCHEDULE” – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate(s) and charge(s).

15. “RATE STRUCTURE” – Refers to the classification system used in justifying different rates and, more specifically, to the rate relationship between various customer classes as well as the rate relationship between members of a customer class.

16. “SERVICE” – Service, as set forth herein and in agreement with customers, shall be construed to include, in addition to all water and/or wastewater service required by the customer, the readiness and ability on the part of the Utility to furnish water and/or wastewater service to the customer. Service shall conform to the standards set forth in Florida Statutes, Section 367.11.

17. “SERVICE AVAILABILITY POLICY” - The section of this Ordinance which sets forth a uniform method of determining the charges to be paid and the conditions to be met by applicants in order to obtain service from the Utility.

18. “SERVICE CONNECTION” – The point of connection of the Customer’s piping with the meter or service pipe owned by the Utility.

19. “SERVICE CONTRACT” – A written agreement setting forth in detail the terms and conditions under which the Utility will render service to a single residence or single commercial facility.

20. “SERVICE LINES” – The pipe between the Utility’s mains and the point of collection which includes all the pipe, fittings, and valves necessary to make the connection to the Customer’s premises.

21. “SINGLE RESIDENCE OR SINGLE COMMERCIAL FACILITY” – A customer with an end use of less than three (3) ERC’s.

22. “UTILITY” – Nassau-Amelia Utility.

23. “WATER AND SEWER AGREEMENT” - Agreement between the Utility and developers or others establishing terms and conditions for providing service, including fees and charges.

### **SECTION 3. Rules and Regulations.**

a. GENERAL INFORMATION – The Utility’s Rules and Regulations insofar as they are inconsistent with any Statute or Law shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Utility and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Utility renders water and wastewater service.

In the event that a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for service unless such court order or decision shall so direct.

The Utility may provide service to all customers requiring such service upon such terms as are set forth in this Ordinance.

b. WASTEWATER SERVICE – To obtain wastewater service, application shall be made at any office of the Nassau County Clerk of the Court.

c. WATER SERVICE – To obtain water service, application shall be made at any office of the Nassau County Clerk of the Court.

d. SIGNED APPLICATION REQUIRED – Water and/or Wastewater service is furnished only after a signed application or the Utility accepts agreement and payment of the initial connection fee. The conditions of such application or agreement are binding upon the Customer as well as upon the Utility. A copy of the application or agreement for water and/or wastewater service accepted by the Utility will be furnished to the applicant on request. The Applicant shall furnish to the Utility the correct name and street address or lot and block number at which water and/or wastewater service is to be rendered.

e. APPLICATIONS BY AGENTS – Applications for water and/or wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water and wastewater service is rendered under agreement or agreements entered into between the Utility and an agent of the principal, the use of such water and/or wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Utility and under which such water and wastewater service is rendered.

f. WITHHOLDING SERVICE - The Utility may withhold or discontinue water and wastewater service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Utility of such

household, organization, or business for water and/or wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any Rule or Regulation set forth in this Ordinance.

g.        PROPERTY GRADE – On the initial application for water and/or wastewater service, the Customer shall furnish the Utility with the final grade of the property, and the Utility shall set the meter box and meter accordingly. If, when the final grade is made of the Customer's property, the meter and the meter box are incorrectly set, due to the Customer's not having given the Utility any finished grade at the time of application, or due to the Customer's having given the Utility the wrong finished grade, the Utility will re-set the meter and/or meter box, and the Customer shall pay the actual cost for said work.

h.        EXTENSIONS – Extensions will be made to the Utility's facilities in compliance with the Ordinance.

The Utility will make such extensions to its existing facilities as may be required by one or more Customers provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the cost of providing and rendering the water service. Otherwise, the Utility will require from the Customer or future Customer pre-payments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Customer, whereby the Utility will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required water service. Required prepayments, cash advances, other guarantees, or contributions in aid of construction will be approved by the Utility.

i. LIMITATION OF USE – Water and wastewater service purchased from the Utility shall be used by the Customer only for the purposes specified in the Application for Water and/or wastewater service. Water and/or wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Utility's main water and/or wastewater lines.

In no case shall a Customer, except with the written consent of the Utility, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water and/or wastewater service to the adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, re-metering, sale, or disposition of service, the Customer's water and/or wastewater service will be subject to discontinuance until such unauthorized extension, re-metering, sale, or disposition of service is discontinued and full payment is made to the Utility for water and/or wastewater service rendered by the Utility (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Utility for all extra expenses incurred for clerical work, testing, and inspections.

j. CONTINUITY OF SERVICE – The Utility will at all times use reasonable diligence to provide continuous water and/or wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water and/or wastewater service. The Utility shall not be liable for any act or omission caused directly or indirectly by labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, wars, Federal, State, municipal, or other governmental interference, acts of God, or other causes beyond its control.



If, at any time, the Utility shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than twenty-four (24) hours written notice, unless interruption is caused by sudden, accidental, and/or unforeseen occurrence.

k.        TYPE AND MAINTENANCE – The Customer's pipes, apparatus, and equipment shall be selected, installed, used, and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Utility and shall comply with all laws and governmental regulations applicable to same. The Utility shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled, and protected or which may adversely affect the water and/or wastewater service, and the Utility reserves the right to discontinue or withhold water and/or wastewater service to such apparatus or device.

l.        CHANGE OF CUSTOMER'S INSTALLATION – No changes or increases in the Customer's installation, which materially affect the proper operation of the pipes, mains, or stations of the Utility, shall be made without written consent of the Utility. The Customer shall be liable for any change resulting from a violation of this Rule.

m.        INSPECTION OF CUSTOMER'S INSTALLATION – All Customer's water and/or wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and any Nassau County Ordinance or State requirements as may be in effect. Where governmental inspection is required, the Utility cannot render water and/or wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Utility.

Notwithstanding the above, the Utility reserves the right to inspect the Customer's installation prior to rendering water and/or wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

n. INDEMNITY TO UTILITY – The Customer shall indemnify, hold harmless, and defend the Utility from and against any and all liability, proceedings, suits, costs, or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, growing out of the transmission and use of water by the Customer at or on the Customer's side of the Point of Delivery.

o. PROTECTION OF UTILITY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Utility's property on the Customer's premises and shall knowingly permit no one, but the Utility's agents or persons authorized by law, to have access to the Utility's pipes and apparatus.

In the event of any loss or damage to property of the Utility caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

p. ACCESS TO PREMISES – The duly authorized agents of the Utility shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing Utility property; reading the meter; temporarily shutting off service at the meter or at any point of the Utility's property while repairs or investigations are performed; or for the performance under or termination of the Utility's agreement with the Customer; and in so doing, the Utility shall not be liable for trespass. This shall include the right of access to individual units, for any of the purposes stated above, where the meter is or will be located within a unit of a condominium, apartment, cooperative, or multi-family complex.

q. RIGHTS-OF-WAY OR EASEMENTS – The Customer shall grant or cause to be granted to the Utility, and without cost to the Utility, all rights easements, permits, and privileges which are necessary for the rendering of water and/or wastewater service.

r. EVIDENCE OF CONSUMPTION – The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of water and/or wastewater service to the Customer's premises regardless of occupancy.

s. BILLING PERIODS – Bills for water and/or wastewater service will be rendered monthly and are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

t. ADJUSTMENT OF BILLS – When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the Customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.

u. BACKBILLING – The Utility may backbill Customers for a period of no greater than twelve (12) months for any undercharge in water and/or wastewater billing which is the result of the Utility's mistake. The Utility shall allow the Customer to pay for the unbilled water and/or wastewater service over the same period as the time period during which the underbilled occurred or some other mutually agreeable time period.

v. MULTIPLE SERVICE ON SINGLE SERVICE – When one water and/or wastewater service is to supply more than one house and/or store, as subdivided by partitioning walls, billing will be in accordance with the Nassau-Amelia Utility Rules and Regulations.

w. REIMBURSEMENT FOR EXTRA EXPENSES – The Customer shall reimburse the Utility for all extra expenses (such as special trips, inspections, additional clerical expenses, etc.) incurred by the Utility on account of the Customer's violation of the contract for service or of the Utility's Rules and Regulations.

x. DELINQUENT BILLS – Bills are due when rendered. However, the Utility shall not consider the Customer delinquent in paying any bill until the twenty-first (21<sup>st</sup>) day after the Utility has mailed or presented the bill to the Customer for payment. Water and/or wastewater service may then be discontinued only after the Utility has mailed or presented within five (5) working days a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water and/or wastewater service shall be restored only after the Utility has received payment for all past-due bills and penalties and re-connect charges from the Customer.

There shall be no liability of any kind against the Utility for the discontinuance of water and/or wastewater service to a Customer for the Customer's failure to pay the bills on time.

y. NO PARTIAL PAYMENT – The Utility will not accept partial payment of a bill for water and/or wastewater service rendered, except by the Utility's agreement thereof or by direct order from the Commission.

z. PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY – When both water and wastewater service are provided by the Utility, payment of any water service bill rendered by the Utility to a Customer shall not be accepted by

the Utility without the simultaneous or concurrent payment of any water and/or wastewater service bill rendered by the Utility. The Utility may discontinue both water service and wastewater service to the Customer's premises for non-payment of the water service bill or water and/or wastewater service bill, or if payment is not made concurrently.

The Utility shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service charges and all the other expenses or charges established or provided for by these Rules and Regulations are paid in full.

aa. TEMPORARY DISCONTINUANCE OF SERVICE – If service is terminated and resumed at the same address to the same Customer within twelve (12) months or less from the date of termination, a monthly standby charge equivalent to the Base Facility Charge, will be collected by the Utility as a condition precedent to restoration of service to that Customer. If the Base Facility Rate Structure is not in effect, one-half (1/2) of the approved minimum bill will be charged for each billing period. The standby charge will be collected for each month, not to exceed twelve (12) months.

During a period that service is not being furnished to the premises, upon application to the Utility by the Customer, as confirmed by the Utility, a standby charge will be made.

bb. CHANGE OF OCCUPANCY – When a change of occupancy takes place on any premises supplied by the Utility with water and/or wastewater service, written notice thereof shall be given at the office of the Utility not less than three (3) days prior to the date of change of the outgoing Customer. The outgoing Customer shall be held responsible for all water and/or wastewater service used on such premises until such written notice is so received by the Utility, and the Utility has had reasonable time to discontinue the water and/or wastewater service. However, if such written notice has not been received, the application of a succeeding occupant

for water and/or wastewater service will automatically terminate the prior account. The Customer's deposit may be transferred from one service location to another, if both locations are supplied water and/or wastewater service by the Utility; the Customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Utility will accept telephone orders, for the convenience of its Customers, to discontinue or transfer water and/or wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Utility.

cc.        UNAUTHORIZED CONNECTIONS – WASTEWATER – Connections to the Utility's wastewater system for any purpose whatsoever are to be made only by employees of the Utility. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Utility for all wastewater service estimated by the Utility to have been used by reason of such unauthorized connection.

dd.        STOPPAGE IN WASTEWATER SERVICE LINE – The Customer is responsible for cleaning and maintaining the wastewater service line to the wastewater main. The Utility is not responsible for roots from trees, shrubbery, or foreign matter entering the wastewater lateral at any point prior to entering the main line.

ee.        STORM AND WELL WATER – The Customer shall not drain or dispose of any storm water or any water from water wells into the wastewater system installed by the Utility or service lines installed by the Customer.

ff. CUSTOMER DEPOSITS – ESTABLISHMENT OF CREDIT – Before rendering wastewater service, the Utility will require an Applicant for service to establish credit satisfactorily, but such establishment of credit shall not relieve the Customer from complying with the Utility's rules for prompt payment of bills. Credit will be deemed so established, if:

- a. The Applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested;
- b. The applicant pays a cash deposit; and/or
- c. The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

The amounts of initial deposit are shown in the Schedule of Customer Deposits in Section VII.

gg. ADDITIONAL DEPOSIT – The Utility may require a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. The Utility shall provide the Customer with reasonable written notice of such deposit of not less than thirty (30) days, such request or notice being separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two (2) monthly billing periods for a twelve-month period immediately prior to the date of the notice. In the event the Customer has had service less than twelve (12) months, the Utility shall base its new or additional deposit upon the average actual monthly billing available.

hh. INTEREST ON DEPOSIT – The Utility may pay interest at the rate of six percent (6%) per annum on Customer deposits pursuant to Rule 25-30.311(4), Florida Administrative Code. The Utility shall pay interest at a rate of seven percent (7%) per annum on

deposits of non-residential customers when the Utility elects not to refund such a deposit after twenty-three (23) months. The deposit interest shall be simple interest in all cases, and payment of interest shall be made once each year as a credit on regular bills, or, when service is discontinued, as a credit on final bills. No Customer depositor will receive interest on his/her deposit until and unless Customer relationship and the deposit have been in existence for a continuous period of six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of commencement of the Customer relationship and the placement of the deposit.

ii. REFUND OF DEPOSIT – Pursuant to Rule 25-30.311(5), Florida Administrative Code, after a Customer has established a satisfactory payment record and has had continuous service for a period of twenty-three (23) months, the Utility shall refund the residential Customer's deposits and shall, at its option, either refund or pay the higher rate of interest specified above for non-residential deposits, providing the Customer has not, in the preceding twelve (12) months:

- a. Made more than one (1) late payment of a bill (after the expiration of twenty (20) days from the date of mailing or delivery by the Utility);
- b. Paid with a check refused by a bank;
- c. Been disconnected for non-payment;
- d. At any time, tampered with the meter; or
- e. At any time, used service in a fraudulent or unauthorized manner.

Nothing in this Rule shall prohibit the Utility from refunding, at any time, a Customer's deposit with any accrued interest.



Upon termination of service, any remaining deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than fifteen (15) days after service is discontinued.

jj. RATES – The Utility reserves the right to revise the rates and charges for water and wastewater service.

kk. MISCELLANEOUS SERVICE CHARGES – The Utility may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Utility require multiple actions.

a. INITIAL CONNECTION – This charge would be levied for service initiation at a location where service did not exist previously.

b. NORMAL RECONNECTION – This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

c. VIOLATION RECONNECTION – This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

d. PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) – This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise make satisfactory arrangements to the bill. These charges are shown in the “Miscellaneous” section.

#### **SECTION 4. Service Interruption.**

The utility shall have the authority to establish schedules which restrict the use of the water, wastewater and/or reclaimed water at certain times in order to reduce maximum pressure demands on the system and to regulate usage during periods of limited availability.

#### **SECTION 5. Right To Refuse Service.**

No payment of costs, submittal of an application, or other act to receive water, wastewater, or reclaimed water service shall guarantee such service. The utility shall have the right, at all times, to refuse to extend service on the basis of a use detrimental to the system, inadequate supply of water, lack of treatment capacity, lack of payment of required fees or charges, or for any other reason which, in the judgment of the utility, applying sound engineering principals, will cause the extension not to be of benefit to the authority. Such action shall be approved by the Board of County Commissioners.

#### **SECTION 6. Rates for Water Services.**

The rates for the System for water services ("Water Services") relating to residential, general and multi-family master meter services, as set forth on Exhibit "A" attached hereto, are hereby established.

The rates for the System for Water Services relating to private fire protection services, as set forth on Exhibit "B" attached hereto, are hereby established.

The service availability charges for Water Services, as set forth on Exhibit "C" attached hereto, are hereby established.

The miscellaneous service charges for Water Services, as set forth on Exhibit "D" attached hereto, are hereby established.

#### **SECTION 7. Rates for Wastewater Services.**

The rates for the System for wastewater services (“Wastewater Services”) relating to residential, general and multi-family master meter services, as set forth on Exhibit “E” attached hereto, are hereby established.

The rates for the System for Wastewater Services relating to residential service, as set forth on Exhibit “F” attached hereto, are hereby established.

The rates for the System for Wastewater Services relating to residential wastewater only services, as set forth on Exhibit “G” attached hereto, are hereby established.

The rates for the System for Wastewater Services relating to effluent services, as set forth on Exhibit “H” attached hereto, are hereby established.

The service availability charges for the System for Wastewater Services, as set forth on Exhibit “I” attached hereto, are hereby established.

The miscellaneous services charges for the System for Wastewater Services, as set forth on Exhibit “J” attached hereto, are hereby established.

#### **SECTION 8. Water and Sewer Service Agreement.**

The Utility may utilize Water and Sewer Service Agreements. Said agreements shall address on-site and off-site water and wastewater infrastructure.

#### **SECTION 9. Severability.**

The provisions of this ordinance are hereby declared severable, and if any of the provisions of this ordinance shall be held unconstitutional by any court of competent jurisdiction of the State of Florida, the decision of such court shall not affect or impair any remaining provisions of this ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted had such unconstitutional provisions not been included therein.

#### **SECTION 10. Additional Rules and Regulations.**

Additional rules and regulations may be adopted by the Board of County Commissioners by Resolution.

**SECTION 11. Legal Representation.**

The office of the County Attorney shall represent the utility.

**SECTION 12. Appeals.**

Any appeal from a decision of the Utility may be made to the Board of County Commissioners pursuant to procedures set forth in a separate Resolution.

**SECTION 13. Repeal of Inconsistent Ordinances.**

All ordinances and resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

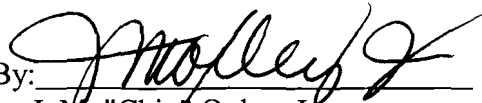
**SECTION 14. Effective Date.**

This Ordinance is enacted on August 19, 2003, upon the affirmative vote of a majority of the Board of County Commissioners and shall become effective on October 1, 2003.

**NASSAU COUNTY, FLORIDA**

By:   
VICKIE SAMUS  
Chairman

ATTESTED AND COUNTERSIGNED

By:   
J. M. "Chip" Oxley, Jr.  
Clerk

Form Approved:

  
MICHAEL S. MULLIN  
County Attorney

h/anne/ords/fla-water-bond-ord

**EXHIBIT "A"**

**RATE SCHEDULE: AMELIA ISLAND - RG & MF**  
**RESIDENTIAL, GENERAL & MULTI-FAMILY MASTER METER SERVICES**

**RATE:**

**Base Facility Charge:**

| Meter Size  | Charge Per Billing Period |
|-------------|---------------------------|
| 5/8" x 3/4" | \$5.38                    |
| 3/4"        | 8.09                      |
| 1"          | 13.46                     |
| 1-1/2"      | 26.91                     |
| 2"          | 43.05                     |
| 3"          | 86.09                     |
| 4"          | 134.53                    |
| 6"          | 269.03                    |
| 8"          | 430.47                    |
| 10"         | 618.80                    |

**Gallonge Charge:**

All Gallonge                      \$1.13 per 1,000 gallons

**Minimum Charge:**

Base Facility Charge

**EXHIBIT "B"**

**RATE SCHEDULE: AMELIA ISLAND - PF**  
**PRIVATE FIRE PROTECTION SERVICE**

**RATE:**

**Base Facility Charge:**

| Meter Size | Charge Per Billing Period |
|------------|---------------------------|
| 2"         | \$3.58                    |
| 3"         | 7.18                      |
| 4"         | 11.22                     |
| 6"         | 22.42                     |
| 8"         | 35.87                     |
| 10"        | 51.57                     |

**Gallonge Charge:**

Not Applicable

**Minimum Charge:**

Base Facility Charge

## EXHIBIT "C"

Water  
Service Availability Charges

Allowance for Funds Prudently Invested (AFPI)  
Charges:

### TRANSMISSION / DISTRIBUTION

The charge per ERC for all ERC's connecting is \$660.00 (ERC = 217 gpd).

#### Main Extension Charges:

|                         | Proposed Charge |
|-------------------------|-----------------|
| Per ERC                 | \$468.30        |
| Per Foot Equivalent (1) | \$7.15          |

#### Meter Installation Charges:

|                  | Meter Size | Proposed Charge |
|------------------|------------|-----------------|
| Standard Meter:  |            |                 |
| Per Connection - | 5/8 x 3/4" | \$94.50         |
| Per Connection - | 3/4"       | \$115.50        |
| Per Connection - | 1"         | \$147.00        |
| Per Connection - | 1-1/2"     | \$315.00        |
| Per Connection - | 2"         | \$404.25        |
| Per Connection - | Over 2"    | Actual Cost     |

#### Meter with Built-In Backflow Preventor:

|                 |             |
|-----------------|-------------|
| All Meter Sizes | Actual Cost |
|-----------------|-------------|

#### Stand Alone Backflow Prevention Device:

|           |             |
|-----------|-------------|
| All Types | Actual Cost |
|-----------|-------------|

#### Service Installation Charges:

|                  |            |             |
|------------------|------------|-------------|
| Per Connection - | 5/8 x 3/4" | \$150.15    |
| Per Connection - | 3/4"       | \$150.15    |
| Per Connection - | 1"         | \$161.70    |
| Per Connection - | 1-1/2"     | \$212.63    |
| Per Connection - | 2"         | \$257.25    |
| Per Connection - | Over 2"    | Actual Cost |

#### Plant Capacity Charges:

|         |          |
|---------|----------|
| Per ERC | \$933.33 |
|---------|----------|

Per Gallon Equivalent (2)

\$3.65

(1) Per foot equivalent based upon 83 feet per lot.

(2) Per gallon equivalent based upon average usage of 255 gallons per day per ERC.



**EXHIBIT "D"**

**MISCELLANEOUS SERVICE CHARGES**

1. **Initial Connection** - This charge would be levied for service initiation at a location where service did not exist previously.
2. **Normal Reconnection** - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.
3. **Violation Reconnection** - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for non-payment or delinquency.
4. **Premise Visit Charge (In Lieu of Disconnection)** - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representatives or otherwise makes satisfactory arrangements to pay the bill.

If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the County require multiple actions.

**Charges:**

| Type of Service:                         | Proposed Charge |
|--|-----------------|
| Initial Connection                       | \$15.75         |
| Normal Connection                        | \$15.75         |
| Violation Reconnection                   | \$15.75         |
| Premises Visit                           | \$10.50         |
| Temporary Disconnect Turn-Offs           | \$30.00         |
| Temporary Disconnect Turn-Ons            | \$30.00         |
| Covered, Obscured or Inaccessible Meters | \$39.11         |
| Construction Fee (Temporary Connection)  | \$90.04         |
| Meter Removal/Service Tampering          | \$106.09        |

|  |             |
|--|-------------|
| Reading or Picking up a Hydrant Meter<br>for Non Payment | \$32.52     |
| Re-read for Customer Convenience                         | \$15.32     |
| Meter Bench Test Fee:                                    |             |
| 5/8" - 3/4"  | \$53.05     |
| 1"   | \$63.65     |
| 1-1/2"   | \$74.26     |
| 2"   | \$84.87     |
| 3" and larger, actual time & materials                   | Actual Cost |
| Fire Line Connections - Tap Fees:                        |             |
| 4"   | \$900.41    |
| 6"   | \$1,125.51  |
| Greater than 6", actual time and materials               | Actual Cost |

### **RETURNED CHECK CHARGE**

#### **APPLICABILITY:**

For service to all customers within the certificated service areas of the County.

#### **CHARGES:**

The County will charge the maximum amount allowed in accordance with Florida Statutes, Section 68.065 and Section 832.08(5). Any bank fees incurred by the County may also be charged to the maker or drawer of the instrument. The service charge and bank fees shall be added to the customer's bill.

**EXHIBIT "E"**

**RATE SCHEDULE: AMELIA ISLAND - GS & MF**  
**GENERAL AND MULTI-FAMILY MASTER METER SERVICES**

**RATE:**

**Base Facility Charge:**

| Meter Size  | Charge Per Billing Period |
|-------------|---------------------------|
| 5/8" x 3/4" | \$16.64                   |
| 3/4"        | 24.94                     |
| 1"          | 41.58                     |
| 1-1/2"      | 83.15                     |
| 2"          | 133.04                    |
| 3"          | 266.05                    |
| 4"          | 415.70                    |
| 6"          | 831.39                    |
| 8"          | 1,330.22                  |
| 10"         | 1,912.20                  |

**Gallonge Charge:**

All Gallonge \$4.04 per 1,000 gallons

**Minimum Charge:**

Base Facility Charge

**EXHIBIT "F"**

**RATE SCHEDULE: AMELIA ISLAND - RS**  
**RESIDENTIAL SERVICE**

**RATE:**

**Base Facility Charge:**

| Meter Size  | Charge Per Billing Period |
|-------------|---------------------------|
| 5/8" x 3/4" | \$16.64                   |
| 3/4"        | 16.64                     |
| 1"          | 16.64                     |
| 1-1/2"      | 16.64                     |
| 2"          | 16.64                     |
| 3"          | 16.64                     |
| 4"          | 16.64                     |
| 6"          | 16.64                     |
| 8"          | 16.64                     |
| 10"         | 16.64                     |

**Gallage Charge:**

|                    |                          |
|--------------------|--------------------------|
| 0 - 6,000          | \$3.37 per 1,000 gallons |
| All excess Gallons | No Charge                |

**Minimum Charge:**

Base Facility Charge

**EXHIBIT "G"**

**RATE SCHEULDE: AMELIA ISLAND - RWO**  
**RESIDENTIAL WASTEWATER ONLY SERVICE**

**RATE:**

**Base Facility Charge:**

| Meter Size | Charge Per Billing Period |
|------------|---------------------------|
|------------|---------------------------|

|     |         |
|-----|---------|
| All | \$30.61 |
|-----|---------|

**Gallonge Charge:**

Not Applicable

**Minimum Charge:**

Flat Rate

**EXHIBIT "H"**

**RATE SCHEDULE: AMELIA ISLAND - EF**  
**EFFICIENT SERVICE**

Effluent Service

No Charge at this time

**EXHIBIT "I"**

**ALLOWANCE FOR FUNDS PRUDENTLY INVESTED**

Allowance for Funds Prudently Invested (AFPI)

Charges:

COLLECTION SYSTEM

The charge per ERC for all ERC's connecting is \$1,102.00 (ERC = 155 gpd).

Main Extension Charges:

|                         | Proposed Charge |
|-------------------------|-----------------|
| Per ERC                 | \$504.00        |
| Per Foot Equivalent (1) | \$7.75          |

Service Installation Charges:

|                            | Meter Size | Proposed Charge |
|----------------------------|------------|-----------------|
| Standard Meter:            |            |                 |
| Per Connection (Unpaved) - | 4"         | \$178.50        |
| Per Connection (Unpaved) - | 6"         | \$238.35        |
| Per Connection (Paved) -   | 4"         | \$575.40        |
| Per Connection (Paved) -   | 6"         | \$635.25        |

Plant Capacity Charges:

|                           |            |
|---------------------------|------------|
| Per ERC                   | \$1,733.33 |
| Per Gallon Equivalent (2) | \$10.12    |

(1) Per foot equivalent based upon 65 feet per lot.

(2) Per gallon equivalent based upon average usage of 171 gallons per day per ERC.

## **EXHIBIT "J"**

### **MISCELLANEOUS SERVICE CHARGES**

1. **Initial Connection** - This charge would be levied for service initiation at a location where service did not exist previously.
2. **Normal Reconnection** - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.
3. **Violation Reconnection** - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for non-payment or delinquency.
4. **Premise Visit Charge (In Lieu of Disconnection)** - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representatives or otherwise makes satisfactory arrangements to pay the bill.

If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the County require multiple actions.

### **CHARGES:**

| <b><u>Type of Service</u></b> | <b><u>Fee</u></b> |
|-------------------------------|-------------------|
| Initial Connection            | \$15.75           |
| Normal Connection             | \$15.75           |
| Violation Reconnection        | \$15.75           |
| Premises Visit                | \$10.50           |



## **RETURNED CHECK CHARGE**

### **APPLICABILITY:**

For service to all customers within the certificated service areas of the County.

### **CHARGES:**

The County will charge the maximum amount allowed in accordance with Florida Statutes, Section 68.065 and Section 832.08(5). Any bank fees incurred by the County may also be charged to the maker or drawer of the instrument. The service charge and bank fees shall be added to the customer's bill.