

RESOLUTION NO. 2025-111

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY, FLORIDA
ACCEPTING THE PUBLIC INTEREST STATEMENT
PURSUANT TO SECTION 125.3401, FLORIDA
STATUTES, AND DETERMINING THAT THE SALE
OF THE WATER, WASTEWATER AND RECLAIMED
WATER ASSETS OWNED BY THE COUNTY
LOCATED ON AMELIA ISLAND IS IN THE PUBLIC
INTEREST.**

WHEREAS, Nassau County has the power to provide and regulate waste and wastewater collection and disposal, water supply and related conservation programs pursuant to Florida law; and

WHEREAS, the County has the power to purchase, own, operate, maintain and sell water, wastewater and reclaimed water utilities within its jurisdiction pursuant to Chapter 125, Florida Statutes, and other applicable law; and

WHEREAS, the County owns and operates a water and wastewater utility system commonly known as the Nassau Amelia Utility (NAU) System, consisting of potable water production, supply, treatment, distribution, and fire flow facilities as well as wastewater collection, treatment, and effluent disposal facilities including public access reuse water distribution facilities (the "County System"), serving customers within the unincorporated area of the County pursuant to its home rule authority and authority provided pursuant to Florida law; and

WHEREAS, the County has entered into interlocal agreements with the Florida Governmental Utility Authority FGUA since 2019 relating to the FGUA's management and operation of the County System on the County's behalf as well as the provision of other utility related services, and thus the County is aware of the FGUA's unique capabilities in providing water and wastewater services; and

WHEREAS, the County recognized the need to undertake certain additional capital improvement projects, minor and major, to expand utility service lives, beyond normal repair and maintenance activities, which had been identified in the course of the FGUA's management services role; and

WHEREAS, the Board of County Commissioners (Board) has considered the feasibility of selling its NAU water, wastewater and reclaimed water utility assets. In so doing, the Board has employed legal, engineering, and financial consultants to advise and make recommendations to the Board with respect to the sale of the Utility System; and

WHEREAS, the Board has held a Public Hearing to receive public comment on the sale of the Utility System pursuant to Chapter 125.3401, Florida Statutes, and has determined that the sale of the Utility System to the FGUA is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THAT:

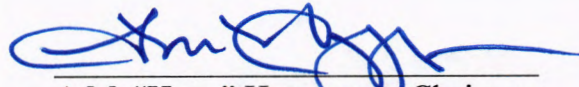
1. The foregoing recitals are true, correct and incorporated herein by reference.
2. The above-referenced engineering report prepared by Tobon Engineering, as well as the financial report prepared by Milian, Swain & Associates, Inc. are attached hereto as Exhibits A and B, respectively.
3. The sale of the NAU System to the FGUA is in the public interest and is necessary and desirable to maintain and improve the quality of public water supply and sanitary wastewater utility service provided to the residents who live, work or visit within the County as well as the businesses that rely on said Utility System. In determining that the sale of the Utility System is in the public interest, the Board considered information that included, but was not limited to, the following (if applicable):
 - a. The most recent available income and expense statement for the Utility System;
 - b. The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
 - c. A statement of the existing rate base of the utility for regulatory purposes;
 - d. The physical condition of the utility facilities being sold;
 - e. The reasonableness of the purchase price and terms;
 - f. The impacts of the sale on utility customers, both positive and negative;
 - g. Any additional investment required and the ability and willingness of the FGUA to make that investment;
 - h. The alternatives to the purchase and the potential impact on utility customers if the sale is not made; and
 - i. The ability of the FGUA to provide and maintain high-quality and cost-effective utility service.

4. The Public Interest Statement attached hereto is incorporated herein by specific reference.

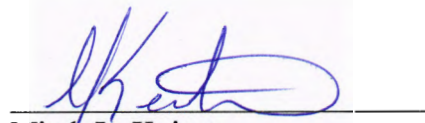
5. The Board Chairman or his designee and such other appropriate County Officials are hereby authorized and instructed to take such actions as are necessary and proper to consummate the subject transaction.

PASSED and DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Nassau County, Florida in regular session this 25th day of August, 2025.

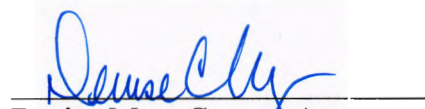
**BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA**


A.M. "Hupp" Huppman, Chairman

Attest as to Chairman's Signature:


Mitch L. Keiter
Its: Ex-Officio Clerk

Approved as to form:


Denise May, County Attorney

PUBLIC INTEREST STATEMENT

HAVING CONSIDERED the premises, the Board of County Commissioners of Nassau County finds as follows:

1. The Nassau Amelia Utility system (NAU), although generally well maintained, is in many respects nearing the end of its expected service life and in need of substantial capital improvements, estimated to be in the range of \$20 million.

2. Investing in the capital improvements referenced above will significantly extend the service life of NAU and it is in the public interest to do so.

3. Failure to invest in the capital improvements referenced hereinabove jeopardizes the utility system, its customers, the environment, and the County, physically and financially.

4. After considering its options, the Board finds that refinancing the existing NAU System indebtedness utilizing a significantly longer period of debt amortization, coupled to new financing for the improvements referenced above, will have the least negative impact on the present and future customers of the system.

5. Selling the system to the Florida Governmental Utility Authority (FGUA) and having the FGUA facilitate the financing and capital improvements to the system is the most cost-effective way to accomplish the goals referenced above.

6. The FGUA is in the business of acquiring systems in need of substantial capital improvements, financing and making those improvements and then returning the system to the host unit of government, in this case, Nassau County, for a purchase price equal to the net outstanding indebtedness on the utility system as of the date of reacquisition is in the public interest.

7. The “Interlocal Agreement for the Purchase and Sale of Utility Assets by and among Nassau County and the Florida Governmental Utility Authority” (Interlocal Agreement) is hereby approved and authorized for signature by the Board Chairman or his designee as it is in the public interest to do so. The copy of said Interlocal Agreement is attached hereto as Exhibit C.

EXHIBIT A

TOBON ENGINEERING AND UTILITIES MANAGEMENT ENGINEERING REPORT



May 19, 2025

Nassau County
96135 Nassau Pl. Suite 1
Yulee, FL 32097

RE: Confirmation of Report – Nassau Amelia Island Utility System

At the request of Nassau County and in connection with the pending sale and purchase of the Nassau Amelia Island Utility System, I am submitting a copy of my final report prepared as part of the County's due diligence process.

Tobon Engineering was engaged to perform an engineering review of the Nassau Amelia Island Utility System at the request of Nassau County ("County"). The work included site observations of the equipment, processes and review of the CIP as it relates to the water and wastewater facilities. Additionally, the task also included a technical memorandum. A copy of the Technical Memorandum dated October 1, 2023 is attached hereto for your ready reference. Tobon Engineering has reviewed the October 1, 2023 Technical Memorandum, and found that there are no material changes to the assumptions. Therefore, Tobon Engineering confirms that the findings of that memorandum remain pertinent and valid and makes no changed to the conclusions.

Should you require any further information or clarification, please do not hesitate to contact me at maurice@tobonengineering.com or 954 415-5594.

Sincerely,

If you have any questions, you may contact me
Sincerely

Mauricio Tobon, P.E.
President

Technical Memorandum

Nassau Amelia Utilities Water and Wastewater Infrastructure Observations and CIP Review

To: Nassau County, Florida

From: Maurice Tobon, P.E.

Date: October 1, 2023

Introduction and Scope of Work

This memorandum documents the site observations for the existing water and wastewater infrastructure owned by Nassau County which is operated by Florida Government Utility Authority (FGUA) located in Amelia Island, Florida. Nassau County bought the water and wastewater facilities from Florida Water in 2002, in 2019 Nassau County contracted with FGUA for operations. In between 2002 and 2019 it appears that the Capital Improvement Plan (CIP) was minimal which allowed the equipment and facilities to deteriorate rapidly.

The observations and comments in this Technical Memorandum are based on a site visit which occurred on July 7, 2023, with the assistance of FGUA and US Water staff. Photographs are used to identify equipment and illustrate the general condition of the equipment and processes. Also included in this Technical Memorandum are comments on the CIP, the comments are based on the limited observations of July 7, 2023. The site investigation was limited to visual observation of the facilities and casual comments from plant operations and maintenance staff regarding the performance, reliability and condition of the existing equipment. The observations from the site visit are also used to facilitate review and comment of the proposed CIP in order to properly determine the appropriateness of the capital plan projects. During the site visit on July 7, 2023, the following facilities were observed.

- Water Treatment Plant
- Raw water wells
- Wastewater Treatment Plant
- Reclaimed water storage pond
- Reject water storage pond
- Lift stations of various age and design

Field forms detailing existing process equipment/structure and condition is provided in Appendix A. In order to determine the condition of the existing equipment and to assign a score from 1 to 5, the scoring is based on the following general criteria.

5 = Perfect / like new condition (excellent)

4 = Functional condition: may require minor maintenance (good)

3 = Requires significant maintenance and/or has minor defects/deficiencies (fair)

2 = Significant deficiencies, failure possible (poor)

1 = Failure

In conjunction with the scoring described above, the Water and Wastewater Equipment Estimated Useful Life (Table 1) was used to assist in the analysis. The scope of this Technical Memorandum does not include determining the useful life or any other asset management criteria. No physical testing of the equipment was carried out during the site observations, brief casual comments from staff were used in the evaluation where appropriate.

Table 1 Water and Wastewater Equipment Estimated Useful Life (Year)	
Pumps	10-15
Valves	30
Treatment Equipment	10-15
Electrical / Control Panel	15
Wells	25-35
Emergency Generator	20
Storage Tanks	30-60
Wetwell and Valve Vault Structures	20
<i>Source: Asset Management: A Handbook for Small Water Systems, EPA, 2003 and personal experience.</i>	

Water Treatment Plant

The Nassau Amelia Utilities Water Treatment Plant (WTP) is located at 5390 First Coast Highway, Fernandina Beach, Florida 32034 in Nassau County. The WTP has a Florida Department of Environmental Protection (FDEP) permitted capacity of 4.06 MGD operating under Potable Water Supply ID 2450022. The WTP is being operated by FGUA, the treatment process includes aeration for sulfide removal and chlorination with raw water being supplied by three Floridan Aquifer wells located onsite each with a capacity of 1,500-1,700 gpm.

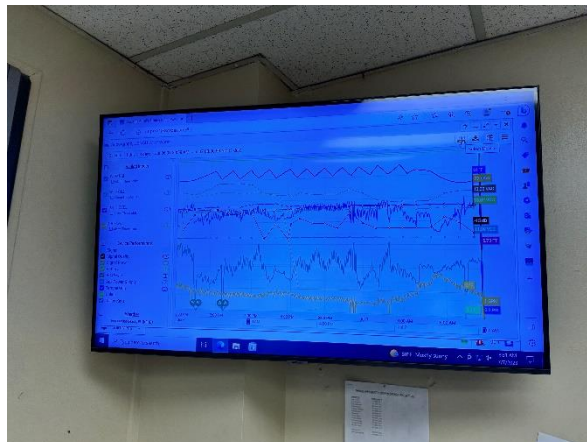
SCADA System

The SCADA system which controls and monitors the WTP and wastewater treatment facility (WWTF) is a combination of old (circa 1970's) and new technologies which is not an ideal configuration. Control of the treatment systems or equipment is limited to the old system which operates the wells and high service pumps (on/off). Monitoring of the system (pressures, levels, chemical parameters and flows) is the newer portion of the SCADA system. Ideally in a functional SCADA system both the controls and monitoring are integrated into one system, which would allow automatic control of processes and equipment based on preset parameters.

Condition Score 2



SCADA System



SCADA System

High Service Pumps and MCC

Four high service pump are used to distribute finished water to the customers of Nassau Amelia Utilities (NAU), the pumping configuration includes three constant speed pumps and one pump on VFD. The pumps and piping appear to be from the original WTP construction in the 1970's. At the time of the site visit, one high service pump (#1) was out of order and being repaired. The pumps and piping appear to be in fair to poor condition.

Condition Score 2.5



MCC



High Service Pump # 1

Included in the same concrete building as the high service pump is the motor control center (MCC) for the high service pumps and wells. The condition of the MCC is unknown as the site visit was limited to visual observation of the exterior of the panel and not extensive electrical tests which would be required for this type of equipment.

Emergency Generator

The emergency diesel generator for the WTP is rated at 500 kW and contains a belly fuel tank. The generator is new and appears to be in excellent condition.

Condition Score 5



WTP Emergency Generator

Treatment Unit

The only physical treatment of the raw water from the Floridan wells is aeration from the two ray aerators located at the top of the 600,000 gallon concrete tank. Aeration is used to remove sulfides from raw water which improves finished water quality. Due to safety requirements close visual observation of the tray aerators was not possible, the concrete tank appears to be in satisfactory condition with no signs of leaks. Staff commented that the inside of the tank has concrete spalling which could not be verified at the time of the site visit.

Condition Score 4



Treatment Unit

Chemical Equipment and Building

The concrete chemical building contains four metering pumps and two 1,500 gallon sodium hypochlorite storage tanks used for disinfection of finished water and wastewater effluent. Two additional chemical metering pumps are used for polyphosphate which is used for improving water quality and inhibiting corrosion. The building is in fair to poor condition with several areas of deterioration and paint peeling. The metering pumps and piping appear to be in fair condition with some evidence of minor leaks. The sodium hypochlorite tanks and containment structures appear to be in good condition.

Condition Score Equipment-3.0, Building-2.5



Metering Pumps 1



Sodium Hypochlorite Storage Tanks

Hydropneumatic Tank

Onsite near the south end of the WTP there is a 10,000 gallon hydropneumatic tank which is used to allow the high service pumps to operate in a more efficient hydraulic condition and reduce pump start/stop cycles. The tank appears to be new and in good condition.

Condition Score 4



Hydropneumatic Tank 1

Wells

The raw water for the treatment plant comes from three Floridan wells located onsite with capacities from 1,500-1,700 gpm with 60 Hp motors. The wells observed during the site visit included 1,2 and 3 which contain vertical turbine pumps therefore only the motor, electrical panel and piping is above ground, the observed condition of this equipment is good. The wells were not operating during the site visit therefore any potential issues with bearings, leaks, vibration, etc. was not observed.

Condition Score 4 (wells 1-3)



Well #3



Well #2

Wastewater Treatment Plant

The Nassau Amelia Wastewater Treatment Facility is located at 5390 First Coast Highway Fernandina Beach, Florida 32034 in Nassau County. The WWTF treats domestic wastewater flows from nearby residential communities and commercial establishments on the south end of Amelia Island. The WWTF is a Class 1 activated sludge aeration domestic wastewater treatment plant currently operating under Florida Department of Environmental Protection FDEP Operating permit (FLA011688). The active FDEP operating permit FLA011688 was made effective on September 11, 2020, and expires on September 10, 2025. The WWTF is permitted to treat 0.950 MGD Annual Average Daily Flow (AADF). Each of the two treatment trains is rated for 0.475 MGD Annual Average Daily Flow (AADF). Reclaimed water discharge from the plant is limited to permitted value of 1.6475 MGD Annual Average Daily Flow (AADF)¹.

Sludge Dewatering

Sludge from the 160,000 gal aerobic digester is pumped to a rotary press for dewatering located in a concrete block wall building with steel roof trusses. The roof of the building shows some signs of deterioration with deteriorating ceiling insulation. The rotary press is manufactured by Fournier based in Canada and is operational and appears to be in excellent condition, the electrical panel is also new. Biosolids

generated are disposed of in a Class 1 solid waste landfill.¹ The facility is clean and appears to be well maintained.

Condition Score 5



Sludge Dewatering

Laboratory

The onsite laboratory is located in the sludge dewater building and is adjacent to the rotary sludge presses. The laboratory is used for daily sampling and testing of the water and wastewater treatment processes. The data captured is recorded as required by regulatory agencies and is also used to optimize and control the treatment processes. The laboratory is clean and appears to be adequately equipped to carry out its intended function.

Condition Score 4



Laboratory

¹Florida Department of Environmental Protection, Domestic Wastewater Facility Permit FLA011688

Ponds

There are two ponds located onsite to the east of the WWTF and are an integral and critical part of the treatment process and serve as the only effluent disposal option.

The 1.0 MG lined reject storage pond captures treated effluent which does not meet the regulatory requirements, reject effluent is automatically diverted to the pond through a pneumatic valve. The pond is lined with plastic and shows signs of significant deterioration with various areas having tears, uplifting and significant ageing. The liner needs to be replaced in order to return the pond to its original function.

Condition Score 2



Lined Pond

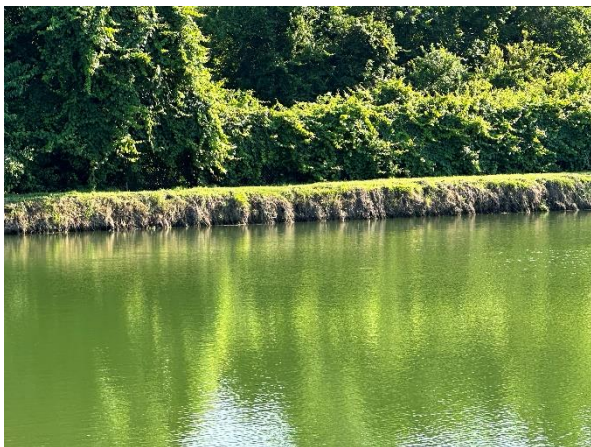


Lined Pond

The second large pond onsite is the 2.9 MG unlined effluent storage pond used to hold treated effluent water for the public access reuse system. The pond acts as a buffer to maximize the use of reuse water between production and demand. The pond is also the only option for effluent disposal with no viable backup system should the pond fail.

The effluent storage pond appears to be in fair condition except the berm areas along the north side showing signs of erosion, failure of the berm would lead to significant environmental and property damage to the adjacent land areas and the loss of reuse water.

Condition Score 2.0



Unlined Pond



Unlined Pond

Effluent Reuse Pump Station

Three vertical turbine effluent pumps are located along the south side of the unlined pond. The effluent reuse pumps convey water from the unlined pond to the reuse customers located at various golf courses. The pumps, piping and electrical appear to be in good condition with no visible signs of leaks. The pumps were not operating during the site visit therefore the condition score is only based on visual observations. Minor corrosion is visible on the electrical controls mounted on the handrails.

Condition Score 3



Effluent Reuse Pump Station



Effluent Reuse Pump Station

Surge Tank Pumps and Reject Pump Stations

The WWTF contains two 300 gpm surge pumps used to control wastewater flow in the equalization tank. The two pumps appear to be in good condition and well maintained.

Condition Score 4



Surge Tank Pumps

The reject pump station is used to convey wastewater from the reject pond back to the headworks of the plant for treatment. The pump station appears to be similar in design to a submersible station with two pumps set in the wetwell with the piping and control panel above ground. The above ground piping and control panel appear to be in good condition, the condition of the wetwell was not evaluated.

Condition Score 4



Reject Pump Station

Motor Control Center

The motor control center (MCC) is located within a concrete block building and is a critical component of the WWTF. The building and MCC appear to be original from the construction of the facility in the 1970's. Electrical equipment condition is sensitive to environmental conditions, age, and scheduled maintenance. The visual observation performed only identifies the condition of the exterior of the control panel. Based on this limited visual observation the MCC appears to be in fair condition.

Condition Score 3



WWTF MCC

Equalization Tank, Influent Control Box and Screens

The two influent flow equalization tanks have a capacity of 85,000 gallons each and are used to maintain a relatively constant flow through the treatment system. Both tanks are aerated in order to improve biological treatment. Inside the tanks above the water line the tanks are in good condition and do not show any indication of concrete or rebar deterioration. Aeration appears adequate with a good distribution of air within the basin. The influent control box and screens are also in good condition, except the stairs and metal framing which showing signs of corrosion the extent of which is unknown.

Condition Score 3



Equalization Tank



Influent Control Box

Aeration Basins 1 and 2

Aeration and the subsequent biological activity of the wastewater is achieved in one of the two aeration basin with a total capacity of 210,000 gallon aeration. The basin contains aeration, the supply of air comes from the blowers which are located near the basin and utilize steel piping to convey the air. The distribution of air within the basin appears to be uniform and the wastewater appears to be of a color which indicates proper treatment and healthy sludge. The aeration basin walls above the water line are in good condition with no signs of deterioration. The steel aeration piping also appears to be in good condition. Handrails and walkways are also in good condition.

Condition Score 4



Aeration Basin



Aeration Basin

Anoxic Basins 1 and 2

The 186,500 gallon (total both basins) anoxic basin is where denitrification occurs and contains a surface mixer located at the center of the basin to agitate the wastewater. The anoxic tank basin walls above the water line are in good condition with no signs of deterioration. The mixers, including the steel platforms and associated cables appear to be in good condition. Handrails and walkways also appear to be in good condition.

Condition Score 4



Anoxic Tank



Anoxic Tank

Clarifiers Tank 1 and 2

There are two clarifier each with a capacity of 182,000 and are used for settling of biological solids. Each contains a mechanical scraper for continuous removal of solids being deposited by sedimentation. The clarifier walls above the water line appear to be in good condition with no signs of deterioration. The scum skimmers, drives and overflow weirs appear to be in good condition. The steel platforms and handrails also appear to be in good condition. The electrical panel for the scraper appears to be in good condition. The outside of the clarifier tanks are in good condition and with no indication of leaks.

Condition Score 4



Clarifier Tank



Clarifier Tank

Aerobic Digester

Nassau Amelia Wastewater Treatment Facility contains one 160,000 gallon aerobic digester used to treat organic sludge solids in the presence of oxygen. The oxygen is introduced as fine bubbles of air into the digester. The walls of the digester above the water line appears to be in good condition with no signs of spalling or other concrete deterioration issues. The piping on the exterior of the digester appears to be in good condition, the piping on the interior of the digester is in poor condition and should be replaced. A condition score of 4 for the tank and exterior piping is noted, with interior piping noted as a 2.

Condition Score 4/2



Aerobic Digester



Aerobic Digester

Effluent Reuse Filters

The traveling bridge effluent (reuse) sand filters are used to treat the secondary effluent to a water quality level acceptable for a reuse system. The filter has a total surface area of 396 square feet. The mechanical equipment, including the structural components and tank appears to be in good condition.

Condition Score 4



Effluent Reuse Filter 1

Chlorine Contact Chamber

The chlorine contact chamber is used to disinfect the treated effluent prior to discharge to the effluent pond. The concrete walls of the contact chamber appear to be in good condition with no evidence of spalling.

Condition Score 4



Chlorine Contact Chamber



Chlorine Contact Chamber

Return Activated Sludge Pumps

Three activated sludge pumps are used to pump raw activated sludge from the clarifiers to the aeration basins. The pumps and piping appear to be recently painted and a condition score of 5 is noted based on visual observation.

Condition Score 5



Return Activated Sludge Pumps

Blowers

Located in a concrete building are 5 blowers used to pump air into the equalization tank, aeration basins and aerobic digester as part of the activated sludge process. The building also contains the 500 kW emergency generator for the WWTF and appears to be in good condition. Two of the blowers are centrifugal type and two are turbo type with one new positive displacement blower, the electrical panels appears to be in good condition with no signs of corrosion.

Condition Score 4



Blowers



Blowers

WWTF Emergency Generator

Located in the same building as the blowers is the 500 kW emergency diesel generator which only power the WWTF. The emergency generator appears to be in good condition, the emergency generator was not operated during the site visit therefore the condition assessment is limited to visual observation only.

Condition Score 4



WWTF Emergency Generator

Lift Stations

The wastewater service area collects domestic wastewater and delivers the flows to various pumping transmission lift stations, with conveyance to the WWTF for treatment. The wastewater collection system consists of gravity sewer, ranging in diameter from 4-inch through 12-inch with over 680 manholes. The manholes within the collection system range from 3 feet to 14 feet deep and are typically spaced 400 feet apart. The gravity sewer pipe consists of a combination of polyvinyl chloride, concrete pipe, cast iron, and vitrified clay pipe. The visual observations during the site visit of July 7, 2023, did not include manholes or sewer piping.

The wastewater generated from the customers of NAU flows via gravity and is collected into forty-two (42) lift stations with 2-inch to 10-inch force mains. The force mains conveys flow through the wastewater service area to the WWTF. The lift stations are generally classified into three design layouts:

- Submersible stations
- Can stations
- Smith and Loveless, Inc. above ground stations

A representative number of lift stations were included in the site visit of July 7, 2023, in order to understand the nature and extent of the required lift station capital needs. With 42 lift stations of varying age and condition, FGUA is constantly rehabilitating or replacing existing stations with submersible stations which have become the industry standard.

Submersible station

Lift station 16 represent a submersible lift station which was rehabilitated 15 years ago. This lift station is unique as it is controlled with a variable frequency drive which allows the pumps to operate and match the incoming flow rate. This lift station is representative of a lift station of this age and its condition is rated between 3.5-4.5 depending on the component being evaluated, only minor maintenance appears to be needed.

An example of an older submersible lift station is represented by LS 23 which is approximately 25 years old. Compared to LS 16 which is only 15 years old, the station is in fair to good condition; the control panel and



Lift Station 23



Lift Station 16

electrical power cables are in good condition compared to the piping and wetwell which appears to need rehabilitation soon. The pump discharge piping is in the wetwell and is in poor condition and shows signs of corrosion which is not unusual given the nature of the wastewater environment. The wetwell walls (coating) is in poor condition and is exposing the concrete walls to the harsh wastewater environment, which can lead to accelerated deterioration. In general, the condition of this station 2.5-4.0 depending on the component being evaluated.

Lift station 29 represents a new conversion from a Smith and Loveless above ground design to a duplex submersible station. This station contains two 20 Hp pumps and it is commented by staff that this recent conversion cost approximately \$ 500,000 as such this station is in excellent condition with a rating of 4.5-5.0.



Lift Station 29



Lift Station 29

Can Station

Lift station 24 is an example of a can lift station design which was popular in the 1970's and 80's. This type of station contains the pumps and controls below grade in a steel "can" with a separate wetwell. These stations are constructed of steel and as such have a limited useful life, with the can being constantly exposed to wastewater gases. In general, the condition of this station 2.5-4 depending on the component being evaluated, it is noted that the control panel is of newer condition from 1998 and appears to be in good condition.



Lift Station 24



Lift Station 24

This type of can station design is no longer being utilized and most utilities have converted or replaced these can stations to submersible. NAU presently has five stations of can design which will eventually be replaced with submersible stations.

Master lift stations 1 and 3 are recent (2016) conversions from can stations to submersible. Being that these are master lift stations they receive wastewater from both the gravity and forcemain systems and are the largest in the system. These lift stations were constructed in 2016 and appear to be in excellent condition and are rated 5.0 in like new condition.



Master Lift Station 1



Master Lift Station 3

Smith and Loveless above ground station

Smith and Loveless, Inc. is a company which was founded in 1946 and developed an above ground pre-engineered lift station with all components (pump, motors, control panel) contained in a removable fiberglass

enclosure. These stations are generally small and relatively low cost. Operationally these stations tend to have problems with the pump priming system which contains a small air pump subject to failure.

Lift station 27 is an example of this type of lift station, NAU presently has four of these stations which are problematic due to the issues with the pump priming system. This lift station generally has a rating of 2.0-4.0 depending on the component being evaluated.



Smith and Loveless Station



Smith and Loveless Station

CIP Review

This section provides a review of the most recent CIP dated August 1, 2023, which is presented in this section. The review offers comments based on site observation and is general in nature, some items in the CIP were not reviewed due to time constraints, not applicable and/or are buried or inaccessible. The CIP cost are based on fiscal years 2023-2028 and no verification of the cost is offered. Items which are not reviewed are indicated as such in the table.

Amelia Island Utilities was originally constructed in the early 1970s (approximately) in connection with the development of the south end of Amelia Island. In 1986, the utility system was sold by its workout receiver, Senior Corp. of Miami Beach, to Southern States Utilities. Southern States Utilities eventually transitioned into Florida Water. In 2002, Nassau County bought the utility system from Florida Water. In 2019, Nassau County contracted with the FGUA to provide operation and maintenance. The County turned over operation of the system to the FGUA as it found it judicious not to operate the system as a standalone division of Nassau County government. FGUA has developed a CIP in order to address deficiencies in the equipment and systems caused by age, lack of maintenance and capital investment. Items listed in the following table are from the most recent CIP dated August 1, 2023. Comments offered are general in nature with opinions on whether a particular line item is necessary to extend the useful life, meet regulatory or operational requirements, in construction, or required as part of the DEP Settlement Agreement. Line items listed as UN refer to items which based on the site visit cannot be determined as necessary.

In the line items listed under **County CIP- Initial FY22 Budget**, there are several high cost projects such as a new ground storage tank and wells for the new water booster station which could be eliminated with the

addition of one or more interconnects with neighboring water utilities. The new interconnects would be for emergencies and for planned maintenance activities at the water treatment plant. As previously discussed, critical high priority projects in this section include repair of both ponds and replacement of the SCADA system. Outside of the treatment facilities, the rehabilitation and replacement of lift stations should continue as shown in the CIP.

In the **Water Section** of the CIP, pump replacement, in particular the high service pumps is warranted. The chemical feed building due to the corrosive environment should be rehabilitated as shown in the CIP. Projects which are R&R in nature appear to be budgeted appropriately. Replacement of water meters is recommended to facilitate water distribution system maintenance and operations and to allow accurate capture of water usage and therefore revenue.

The **Wastewater Section** contains various projects which are mostly related to equipment replacement, the continued replacement of the blowers is warranted with, no other equipment at the wastewater treatment plant appears to be in need of immediate replacement. It is noted that the observations of the equipment does not preclude operational or maintenance issues which may warrant replacement. The entire CIP is included in Appendix B.

	Description	5 Year Budget	Recommended to be implemented	Comments based on July 7, 2023 site observations
County CIP - Initial FY22 Budget				
1	Aged Meter Replacements	625,000	YES	No water meters were investigated, but in general replacement of aged meters is warranted, old meters tend to under read leading to reduced revenue.
2	Phase 1: Improve Sulfide Removal (forced Draft Aeration with scrubber) - Odor Control Unit	300,000	YES	Close observation of existing tray aerators was not possible. No odor from the WTP was noted during the site visit. Water quality testing indicates high level of total sulfides. The main driver for this project is to improve water quality, the project could be necessary to extend or replace the existing aerators with appropriate study.
3	South End Looping	100,000	UN	Looping of water system is an operational enhancement which will improve water quality.
4	Drill Production Well at Booster Pump Station	300,000	UN	The need for this would be for redundancy, other options for redundancy such as emergency interconnects should be evaluated.
5	Additional Ground Storage Tank (750,000 Gal)	1,250,000	YES	Adding interconnects with neighboring utilities may eliminate the need for an additional storage tank. The new remote tank (1 MG) and booster station may also eliminate the need for additional storage.
6	Replace the WTP instrumentation and Motor Control Center	350,000	YES	The instrumentation and SCADA at the WTP is a mixture of old and new technology which is not recommended. Due to the critical nature of the instrumentation and technology this line item should have a high priority.
7	Replace AC piping with PVC, program	500,000	YES	In general AC pipe is easily compromised and difficult to repair.
8	Phase 2: Install treatment process to reduce disinfection byproducts, water hardness, TOC over limit (Low Pressure Nano Skid)	3,000,000	UN	The need of this project is to improve water quality by removing TOC, formation of disinfection byproducts and lower water hardness levels allowing customers to remove water softening units. Reducing elevated sodium levels throughout the sewer collection system project will provide lower levels of sodium currently being discharged from the wastewater treatment plant. Unable to evaluate based on visual observation.
9	Unplanned Collection System R&R	350,000	YES	Unplanned Collection System R&R that can reasonably be expected to occur.

10	Unplanned Collection System R&R (Immediate Deficiency)	-	YES	same as 9 above.
11	Lift Station Rehab/Repair Program	500,000	YES	Given the large number and age of lift stations a comprehensive lift station Rehab/Repair program is warranted.
12	Sewer line improvements and upgrades throughout the system program	1,000,000	YES	No sewer mains were observed during the site visit. The pipe in the gravity collection system is dominantly clay and in excess of 40 years old, 43.2 miles of clay pipe exist in system. Project may significantly reduce inflow and reduce the possibility of future plant expansion.
13	Sewer line improvements and upgrades throughout the system program (Immediate Deficiency)	2,000,000	YES	Same as 12 above, could be combined into one budget line item.
14	Sewer line improvements and upgrades throughout the system program (Immediate Deficiency)	-	YES	Same as 12 above, could be combined into one budget line item.
15	Convert lift stations into submersible lift stations program (2 per year).	783,333	YES	Several lift stations need conversion to submersible design.
16	Convert lift stations into submersible lift stations program (2 per year).	1,566,667	YES	Several lift stations need conversion to submersible design.
17	Rehab Plant Lift Station	175,000	YES	Site observation did not reveal any equipment or structure which needs replacement.
18	Chlorine contact tank repairs	220,000	YES	No visible signs of concrete deterioration, operational needs for maintenance may require limited CIP expenditure.
19	Replace or repair existing reject pond liner	750,000	YES	Reject pond liner in poor condition, replacement of the liner should be a high priority.
20	Rehab and coat the aerobic digester to extend the life of the structure.	400,000	YES	No visible signs of concrete deterioration above the water line inside the tank. No evidence of cracks or leaks on the exterior of the tank.
21	Execute electrical design of Instrumentation replacement and provide SCADA system to modernize facility capabilities and efficiencies.	785,000	YES	Due to the mixture of old and new technology and criticality, this should be a high priority.
22	Rehab the existing pond to prevent erosion and restore the pond bottom elevations	1,240,000	YES	Ponds are in fair condition, but the north side shows signs of significant erosion. Failure of the pond would cause significant environmental damage. Repair of the ponds should be a high priority.
23	WWTP Plant Modifications	900,000	YES	Unplanned R&R, during the site observation with the general condition of the plant noted it is reasonable to expect to have expenditures to keep the plant operational and to meet effluent water quality requirements.

24	Odor Control	650,000	UN	During the site visit no unusual or offensive odors were noted.
25	LS 27 Conversion (Settlement Agreement)	550,000	YES	Settlement Agreement.
26	Inflow and Infiltration (I&I) Reduction Project - Settlement Agreement (Sea Marsh, Marsh Creek, Florence Point, Sparkleberry, Parkway)	614,914	YES	Settlement Agreement.
27	Rehabilitate complete reclaimed water pump station	140,000	YES	The pumps and piping appear to be in good condition, operation or electrical issues may require capital expenditure which were not visible during the site observation.
28	Addition to existing office building at NAU's plant site	383,000	YES	If additional employees are hired it appears that additional space would be needed.
29	Booster pump station	562,864	YES	Existing project under construction, budget shown is remaining project funds
Water				
30	Unplanned Distribution System R&R	350,000	YES	Unplanned R&R that can reasonably be expected to occur.
31	Unplanned WTP R&R	350,000	YES	Unplanned WTP R&R that can reasonably be expected to occur.
32	Replace #1, 3, & 4 pumps and motors at the water treatment plan program, one per year	180,000	YES	The existing high service pumps are approximately 50 years old, they appear to be in fair to poor condition.
33	Replace distribution isolation valves	410,000	YES	Not observed during the site investigation, but functional valves is an important component of a properly operated water distribution system.
34	Backflow Survey - CCC	75,000	YES	Regulatory requirements would be the driver for this.
35	Planned FH replacements (5-10 per year)	200,000	YES	Properly operating fire hydrant is necessary for fire protection and ISO Rating.
36	Replace chemical feed system at WTP	136,000	YES	Chemical feed system is in fair condition and would warrant CIP expenditures.
37	Install Emergency Interconnect	450,000	YES	This should be a high priority and would reduce or eliminate the need for additional storage.
38	Replace antiquated water meters with AMR meter reading system	300,000	YES	Same as No 1.
39	Chemical feed building structural rehabilitation	40,000	YES	Chemical building in poor condition.
40	GST Rehabilitation	150,000	YES	The exterior of the tank appears to be in good condition, painting may be required. The interior condition of the tank is unknown.
41	Rehabilitate Well No. 2 Pump	25,000	YES	No visible signs of well pump or piping issues.
42	Installation of redundant 10,000 gallon Pneumatic Tank.	125,000	UN	The tank appears to be new in good condition, minor cleaning or painting may be required. The need for a second tank would be an operational enhancement and may not relevant once the remote tank and booster station is activated.

Wastewater				
43	Unplanned WWTP R&R	350,000	YES	Unplanned WWTP R&R that can reasonably be expected to occur.
44	Replace/Rehab the WWTP sampling system	50,000	YES	
45	Update the emergency preparedness equipment	250,000	YES	Not part of the visual observation, but safety related.
46	Replace blower at wastewater treatment plant	225,000	YES	Blowers are a mixture of old and new equipment.
47	Replace DI reuse piping with PVC program	270,000	YES	Visual observation of the piping was not performed
48	Anoxic Mixer	20,000	YES	Visual observation did not indicate any issues with the mixers. But, in general the harsh environment tends to require frequent replacement of the equipment
49	Grit and Sand Removal	-		
50	Monitoring Well Abandonment, Relocation and Replacement (Settlement Agreement)	80,000	YES	Settlement Agreement
51	Alternate Effluent disposal - Study	60,000	YES	Since the effluent disposal is limited and is a critical component, a study is recommended.
52	Rehab and coat the filter structure	150,000	UN	Based on visual observation the interior of the filters appear to be in very good condition.
53	Rehab aeration piping and valves	50,000	YES	The piping and valves were observed to be in fair condition, as the blowers are replaced piping and valves may also need to be replaced.
54	Reclaimed Pump Electrical Isolation Switches	50,000	YES	Visual observation noted corrosion of the panels.
55	Replace secondary effluent disposal pipe	250,000	UN	Study or more detail is needed, unable to evaluate based on visual observation.
56	Lift Station Electrical Rehabilitation	100,000	YES	Based on the limited visual observation, several electrical panels need replacement.
57	Surge Pumps and Add VFDs	100,000	UN	Unable to evaluate based on visual observation.
Water and Wastewater				
58	Remote Monitoring for CL2 and PSI	35,000	YES	Operational enhancement
59	Repair / Replace Eyewash Stations	8,000	YES	

Observation Summary and Conclusions

This section provides a summary of the observations and a brief conclusion.

Table 2 is a summary of the observations for the water treatment plant and condition score for the processes reviewed. Overall, the water treatment plant is in good condition. The lowest score observed was for the SCADA system, which is a mix of old and new technology, ideally the entire system should have consistent and newer technology. Other areas which are deficient include the chemical storage building and high service pumps. Both of these items should be given priority in the CIP. All other scores are 4 and 5. Electrical components such as control panels and MCC were only evaluated through visual observations, the actual working conditions are unknown.

Table 2 Summary of Observations Condition Score	
Water Treatment Plant	
SCADA System	2
High Service Pumps and MCC	3
Emergency Generator	5
Treatment Unit	4
Chemical Equipment	2.5-3.0
Hydropneumatic Tank	4
Wells	4

Table 3 Summary of Observations CIP Score			
Wastewater Treatment Plant			
Sludge Dewatering	5	Clarifiers Tank 1 and 2	4
Laboratory	4	Anoxic Basins 1 and 2	4
Ponds	2	Aerobic Digester	4/2
Effluent Reuse Pump Station	3	Effluent Reuse Filters	4
Surge Tank Pumps and Reject Pump Stations	4-4	Chlorine Contact Chamber	4
Motor Control Center	3	Return Activated Sludge Pumps	5
Equalization Tank, Influent Control Box and Screens	3	Blowers	4
Aeration Basins 1 and 2	4	WWTF Emergency Generator	4

Table 3 is a summary of the observations for the wastewater treatment plant and condition score for the processes reviewed. Overall, the wastewater treatment plant is in good condition. The lowest score observed was for the ponds, both lined and unlined. The unlined pond which contains treated effluent is showing signs of erosion. Failure of this pond from erosion could cause significant environmental and property damage. The lined pond has areas of plastic liner degradation and uplift. Electrical components such as control panels and MCC were only evaluated through visual observations, the actual working conditions are unknown.

Table 4 is a summary of the observations for the wastewater lift stations and condition score. Overall, the lift stations visited on July 7, 2023, were a mixture of new and old design. High priority should be given to convert the can stations to submersible which have become the industry standard configuration.

Table 4 Summary of Observations CIP Score	
Lift Stations	
Submersible stations	
LS 16	3.5-4.5
LS 23	2.5-5
LS 29	4.5-5
Can Station LS 24	2.5-4
Smith and Loveless above ground station LS 27	2/4

The 5 year CIP reviewed as part of this memorandum totals over \$ 24.8 Million of that amount approximately \$ 20.1 Million is recommended to implemented in order to extend the useful life, meet regulatory or operational requirements, in construction, or required as part of the DEP Settlement Agreement. The remaining \$ 4.7 Million has been categorized as undetermined and thus is subject to determination by the County on the FGUA, as purchaser of the system in the future based on site visit of July 7, 2023.

In conclusion the 5-Year CIP contains a mixture of needs and wants, which is typical for water and wastewater utilities. Operational staff will always have a list of “wants” for new or improved equipment or process changes which will enhance operations and increase efficiency. The goal of this memorandum was to determine which items in the CIP are necessary. As previously mentioned, the evaluation was based only on visual observations for one day and did not include a comprehensive evaluation which would usually include measuring operational parameters, reviewing repair history and other factors which would be requires to accurately determine if equipment and facilities should be repaired or replaced. Even though the field observation was only for one day it is apparent that the NAU facilities are well managed, maintained and the staff has taken pride and ownership of the facilities.

Appendix A

Evaluation Forms



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name: W WTP par ①

Address:

Other Identifiers:

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23 7/2/23

Element	Comments	Score
Sludge Rewater	Very good condition	5
Wet Lab	Clean and functional	4
Drive Pumps/Pipes	good condition	4
Line 2 Pond (negative)	significant def	2
Reck pond	Shows erosion, need rehab	2.5
Surge tank pumps	- Appears adequate cond	4
lift station reject PS	- above ground pipes good/die not look into actual	3.5
Select Breakers	- old	3
Eg tank	no signs of deterioration/perish good	4
Effluent filter	off. Appears good cond	4
Aeration basins 1 & 2	Appears good condition, no signs of concrete failure, Aeration good	
Anoxic tanks 1/2	concrete good, mixers working	4

Average Score:

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name: WWTP page 2

Address:

Other Identifiers:

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23

7/2/23

Element	Comments	Score
Clarifiers 1 & 2	appears good condition, concrete good, scraper good	4
Aerobic Digester RAS pumps Blowers	good combination old/new blowers old blower should be replaced	4 3 4
WWTP Generator	Appears good condition	4
Chlorinator	needs minor cleaning	4
Pressure filters	Appears good	4
Non-potable water	Appears good	4
Aerobic Digester - interior piping (pusher good)	-concrete good condition	2 2 3 4

Average Score:

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name: WTP (1)

Address:

Other Identifiers:

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23 7/7/23

Element	Comments	Score
SCADA	Combination of 70's and new technology using both systems	4
HSP	1-VFD HSP not operating, pumps are old, valves/pipes are good	3
MCC-HSP	Good condition	4
WTP-generator	New condition	5
Treatment Unit	Good Outside condition good	4
Tank		
- NaOHCL	metering pumps fair condition,	2.5
metering room	building needs rehabilitation	
2) tanks	Good condition	4
		4
- Hydrotant	Good condition	

Average Score:

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name:

WTP (2)

Address:

Other Identifiers:

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23

Element	Comments	Score
HSP Elect Gen GST Chlori wells	1-on VFD / also consider Spec 500 kW for WTP 600,000 gal / Spalling inside Solun Hypochlorite 2030 2-1500 gal for WTP / WWSPP building Issues - Acetate / Chlorine 4 wells inside	3.5

Average Score:

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name:

Address:

Other Identifiers:

wwwTP (1)

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23

Element	Comments	Score
- Sludge press (2008)	Fournier	Scores to be assigned based on photos
- wet lab		
- Sludge press control panel		
- Rechnal Rechannel pumps / lined pond		
- 1.0 MG Reject (lineal) 2.9 MG to reuse pond Berms have erosion / liner is damaged Some leakage in berm Surge tank pumps lift station wwwTP MCC / compressor for reject Rech Ber's screen / exhaust box		

Average Score:

Comments:

Detailed Evaluation Recommended?

☐ Yes

☐ No

Probability mechanical repairs will be required within 5 years

☐ High

☐ Medium

☐ Low

Probability mechanical repairs will be required within 20 years

☐ High

☐ Medium

☐ Low

Probability structural repairs will be required within 20 years

☐ High

☐ Medium

☐ Low

Score Descriptions

5 = Perfect / like new condition

4 = Typical functional condition: may require minor maintenance

3 = Requires significant maintenance and/or has minor defects/deficiencies

2 = Significant deficiencies, failure possible

1 = Failure

Occupancy:

☐ Office

☐ Storage

☐ Maintenance

☐ Industrial

☐ Tank

☐ Fluid Channel



NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name:

WWTP (2)

Address:

Other Identifiers:

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23

Element

Comments

Score

Aeration - split J/I 1 1/2" $\approx$ Scores to be assigned based on photos
Anoxic tanks / clarifiers
Digester / RAS pumps
Blower / Sewer plant generator (200kW)
Chlorinator
Nitrification filter
Non-potable water system / spray water
Sampling room
well # 3
well # 1
well # 2

Average Score:

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU Lift Station Assessment

Name: LS No. **16**

Address:

Other Identifiers: **Omni**

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023

7/7/23

Element	Comments	Score
Wetwell		
Valve Vault		
Pump Building / Enclosure	above ground piping	3.5
Pumps		
Valves		
Piping	(See Valve Vault above)	—
Pump Motors		
Control Panel	Good location	4.5
SCADA	monitoring only	—
Pump Controls		

Comments: **Rehab 15 yrs, only station on VFD**

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 23

Address:

Other Identifiers: Omni

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023 7/2/23

Element	Comments	Score
Wetwell		4
Valve Vault	Leaking in good condition / no leaks	3.5
Pump Building / Enclosure	above ground piping	—
Pumps	—	4
Valves	castles (pumps) good condition / rails	4
Piping	good condition	2.5
Pump Motors	Wetwell piping signs of corrosion	—
Control Panel	—	4
SCADA	Appears new	—
Pump Controls	monitoring only	—

Comments: 25 years, 7.5 hp, \$100k rehab of piping / hatch / wetwell

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. **24**

Address:

Other Identifiers: **Omni**

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: **6/20/2023** **7/7/23**

Element	Comments	Score
Wetwell		
Valve Vault		
Pump Building / Enclosure	can	2.5
Pumps		
Valves		
Piping		
Pump Motors		
Control Panel	new 1998	4.5
SCADA	monitoring only	
Pump Controls	electrical meter/disconnect	2.5

Comments: **Can station, 5-can station remaining. Unable to enter can (no CO2 gas detector).**

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 27

Address:

Other Identifiers: Marsh Point Development
Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023 7/7/23

Element	Comments	Score
Wetwell		
Valve Vault		
Pump Building / Enclosure	<u>See piping</u>	
Pumps	<u>shaes sigurst corrosion</u>	<u>2</u>
Valves	<u>sigurst corrosion</u>	<u>2</u>
Piping	<u>sigurst corrosion</u>	<u>2</u>
Pump Motors	<u>sigurst for</u>	
Control Panel	<u>and electrical</u>	<u>4</u>
SCADA	<u>monitors only</u>	<u>1</u>
Pump Controls		

Comments: small levelers to PS, Vacuum pump issues. 4 stations remaining for conversions

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 29

Address:

Other Identifiers: OSprey

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023 7/7/23

Element	Comments	Score
Wetwell	Coating in good cond.	4.5
Valve Vault	Hatch is as good cond. / pipework good	4.5
Pump Building / Enclosure		
Pumps	running, electrical cables	5
Valves		
Piping	See Valve Vault	
Pump Motors		
Control Panel	like new	5
SCADA	Monitoring only	—
Pump Controls		

Comments: new conversion at \$50,000, conversion from large Sumner
housess 6".

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 3 Master Station

Address:

Other Identifiers: 1242

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 8/20/2023 7/7/23

Element	Comments	Score
Wetwell	Watch new concrete/ccc conditions (unlike)	5
Valve Vault		
Pump Building / Enclosure		
Pumps	Rails & electrical new condition	5
Valves		
Piping	new condition	5
Pump Motors		
Control Panel	new condition	5
SCADA	monitoring only	
Pump Controls		

Comments: HDPE wetwell pump station, can conversion in 2016. Rec flow from FM/gravity

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 1 (master)

Address:

Other Identifiers:

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023 7/7/23

Element	Comments	Score
Wetwell	new condition	5
Valve Vault	see piping	
Pump Building / Enclosure		
Pumps		
Valves	new condition	5
Piping	new condition	5
Pump Motors		
Control Panel	new condition	5
SCADA	monitoring only	
Pump Controls		

Comments:

new station 2016 (conversion).

Score Descriptions

5 = Perfect / like new condition

4 = Functional condition: may require minor maintenance

3 = Requires significant maintenance and/or has minor defects/deficiencies

2 = Significant deficiencies, failure possible

1 = Failure



**TOBON
ENGINEERING**
ENGINEERING AND UTILITIES MANAGEMENT

NAU – WATER AND WASTEWATER FACILITY REVIEW

Building Name:

Address:

Other Identifiers:

New Booster Station (4 mcr. tank)
Amelia St Booster Station

OMWJ Planner

Comments and Scores

Inspector:

Maurice Tobon, P.E.

Date: 6/20/23

Element

Comments

Score

Average Score:

Comments:

New water booster station not part of
the evaluation only 40 information for me cap

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Typical functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure

Occupancy:

- ☐ Office
- ☐ Storage
- ☐ Maintenance
- ☐ Industrial
- ☐ Tank
- ☐ Fluid Channel



NAU Lift Station Assessment

Name: LS No.

Address:

Other Identifiers:

16 (exhas 1st yr's crs) OMNI
on VFD Development

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023

Element	Comments	Score
Wetwell	Score and comments based on photos	
Valve Vault		
Pump Building / Enclosure		
Pumps		
Valves		
Piping		
Pump Motors		
Control Panel		
SCADA		
Pump Controls		

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. *23 (25 yrs old) owner Develin*
Address: *7.5 hp R&R less than \$100k*
Other Identifiers: *new pipe / hatch in / coat*
Comments and Scores *will fund*
Inspector: Maurice Tobon, P.E. Date: 6/20/2023

Element	Comments	Score
Wetwell	<i>Scores and comments to be noted on photo.</i>	
Valve Vault		
Pump Building / Enclosure		
Pumps		
Valves		
Piping		
Pump Motors		
Control Panel		
SCADA		
Pump Controls		

Comments:

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. **2A Omsi (Lan Station) (new panel)**
Address: **1998**
Other Identifiers: .

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023

Element	Comments	Score
Wetwell	5 can	
Valve Vault	5 can Station: remaining to be converted	
Pump Building / Enclosure		
Pumps		
Valves		
Piping		
Pump Motors		
Control Panel		
SCADA		
Pump Controls		

March Point Development

LS 27 - before conversion -
Sensor issues - 4 remaining
Vacuum pump issue

LS - 29 Omsi (new Omsi) Small sign
conversion from Shift, Lant no sign (6 inc)
~\$500,000 conversion
Missor SCADA - Remote monitor only
no control

Comments: **Scores to be based on photo**

Score Descriptions

- 5 = Perfect / like new condition
- 4 = Functional condition: may require minor maintenance
- 3 = Requires significant maintenance and/or has minor defects/deficiencies
- 2 = Significant deficiencies, failure possible
- 1 = Failure



NAU Lift Station Assessment

Name: LS No. 3 / ms-1

Address:

Other Identifiers:

Comments and Scores

Inspector: Maurice Tobon, P.E.

Date: 6/20/2023

Element	Comments	Score
Wetwell	Master Station Rlt 2	
Valve Vault	LS-3 HOPE wetwell - can station	
Pump Building / Enclosure	1 lift station plus gravity	(conversion 2016)
Pumps	(LTS2)	
Valves		
Piping	Master LS-1 7 stations pump into LS-1	
Pump Motors	2016	
Control Panel		
SCADA		
Pump Controls		

Comments: Scores to be based on photos

Score Descriptions

5 = Perfect / like new condition

4 = Functional condition: may require minor maintenance

3 = Requires significant maintenance and/or has minor defects/deficiencies

2 = Significant deficiencies, failure possible

1 = Failure

Appendix B

CIP

**Florida Governmental Utility Authority
Nassau County Evaluation**

Summary of Capital Improvement Projects

No.	Description	Funding Sources	County Budget	FGUA Adjustments		Fiscal Year Ending September 30,							Total
				Amount	As Adjusted	2023	2024	2025	2026	2027	2028		
County CIP - Initial FY22 Budget													
1	Aged Meter Replacements	R&R Fund	\$ 2,450,000	\$ (1,825,000)	\$ 625,000	\$ -	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000	
2	Phase 1: Improve Sulfide Removal (forced Draft Aeration with scrubber) - Odor Control Unit	R&R Fund	1,800,000	(1,500,000)	300,000	-	-	-	-	-	300,000	300,000	
3	South End Looping	R&R Fund	750,000	(650,000)	100,000	-	-	-	-	100,000	-	100,000	
4	Drill Production Well at Booster Pump Station	FGUADebt3	300,000	-	300,000	-	-	-	300,000	-	-	300,000	
5	Additional Ground Storage Tank (750,000 Gal)	R&R Fund	1,250,000	-	1,250,000	-	-	-	1,250,000	-	-	1,250,000	
6	Replace the WTP instrumentation and Motor Control Center	FGUADebt3	350,000	-	350,000	-	-	-	350,000	-	-	350,000	
7	Replace AC piping with PVC program	R&R Fund	1,800,000	(1,300,000)	500,000	-	-	-	-	-	500,000	500,000	
8	Phase 2: Install treatment process to reduce disinfection byproducts, water hardness, TOC over limit (Low Pressure Nano Skid)	FGUADebt3	5,500,000	(2,500,000)	3,000,000	-	-	-	500,000	2,500,000	-	3,000,000	
9	Unplanned Collection System R&R	R&R Fund	5,000,000	(4,650,000)	350,000	-	70,000	70,000	70,000	70,000	70,000	350,000	
10	Unplanned Collection System R&R (Immediate Deficiency)	FGUADebt1	-	-	-	-	-	-	-	-	-	-	
11	Lift Station Rehab/Repair Program	R&R Fund	175,000	325,000	500,000	-	100,000	100,000	100,000	100,000	100,000	500,000	
12	Sewer line improvements and upgrades throughout the system program	R&R Fund	5,000,000	(4,000,000)	1,000,000	-	-	-	-	-	1,000,000	1,000,000	
12	Sewer line improvements and upgrades throughout the system program (Immediate Deficiency)	FGUADebt2	-	2,000,000	2,000,000	-	-	-	1,000,000	1,000,000	-	2,000,000	
13	Sewer line improvements and upgrades throughout the system program (Immediate Deficiency)	R&R Fund	-	-	-	-	-	-	-	-	-	-	
14	Convert lift stations into submersible lift stations program (2 per year).	FGUADebt2	1,125,000	(341,667)	783,333	-	-	-	-	783,333	-	783,333	
15	Convert lift stations into submersible lift stations program (2 per year).	R&R Fund	-	1,566,667	1,566,667	-	-	-	-	-	1,566,667	1,566,667	
15	Rehab Plant Lift Station	R&R Fund	175,000	-	175,000	-	175,000	-	-	-	-	175,000	
16	Chlorine contact tank repairs	R&R Fund	220,000	-	220,000	-	220,000	-	-	-	-	220,000	
17	Replace or repair existing reject pond liner	FGUADebt2	750,000	-	750,000	-	-	750,000	-	-	-	750,000	
18	Rehab and coat the aerobic digester to extend the life of the structure.	FGUADebt2	400,000	-	400,000	-	-	-	400,000	-	-	400,000	
19	Execute electrical design of Instrumentation replacement and provide SCADA system to modernize facility capabilities and efficiencies.	FGUADebt2	785,000	-	785,000	-	-	150,000	635,000	-	-	785,000	
20	Rehab the existing pond to prevent erosion and restore the pond bottom elevations	FGUADebt2	1,240,000	-	1,240,000	-	-	-	1,240,000	-	-	1,240,000	
21	WWTP Plant Modifications	FGUADebt2	3,000,000	(2,100,000)	900,000	-	-	-	-	900,000	-	900,000	
22	Odor Control	FGUADebt2	650,000	-	650,000	-	-	100,000	550,000	-	-	650,000	
23	LS 27 Conversion (Settlement Agreement)	FGUADebt1	175,000	375,000	550,000	-	550,000	-	-	-	-	550,000	
24	Inflow and Infiltration (I&I) Reduction Project - Settlement Agreement (Sea Marsh, Marsh Creek, Florence Point, Sparkleberry, Parkway)	FGUADebt1	175,000	439,914	614,914	-	614,914	-	-	-	-	614,914	
25	Rehabilitate complete reclaimed water pump station	R&R Fund	140,000	-	140,000	-	-	140,000	-	-	-	140,000	
26	Addition to existing office building at NAU's plant site	R&R Fund	383,000	-	383,000	-	65,000	318,000	-	-	-	383,000	
27	Booster Pump Station	Operating Fund	-	4,000,000	4,000,000	4,000,000	-	-	-	-	-	4,000,000	
28	Total County CIP		\$ 33,593,000	\$ (10,160,086)	\$ 23,432,914	\$ 4,000,000	\$ 1,919,914	\$ 1,753,000	\$ 6,520,000	\$ 5,578,333	\$ 3,661,667	\$ 23,432,914	
Additional FGUA CIP													
Water													
29	Unplanned Distribution System R&R	R&R Fund	\$ -	\$ 350,000	\$ 350,000	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 350,000	
30	Unplanned WTP R&R	R&R Fund	-	350,000	350,000	-	70,000	70,000	70,000	70,000	70,000	350,000	
31	Replace #1, 3, & 4 pumps and motors at the water treatment plan program, one per year	R&R Fund	-	180,000	180,000	-	-	-	60,000	60,000	60,000	180,000	
32	Replace distribution isolation valves	R&R Fund	-	410,000	410,000	-	70,000	70,000	70,000	100,000	100,000	410,000	
33	Backflow Survey - CCC	OpEx Reclass	-	75,000	75,000	-	75,000	-	-	-	-	75,000	
34	Planned FH replacements (5-10 per year)	R&R Fund	-	200,000	200,000	-	40,000	40,000	40,000	40,000	40,000	200,000	
35	Replace chemical feed system at WTP	R&R Fund	-	136,000	136,000	-	136,000	-	-	-	-	136,000	
36	Install Emergency Interconnect	FGUADebt3	-	450,000	450,000	-	-	-	450,000	-	-	450,000	
37	Replace antiquated water meters with AMR meter reading system	R&R Fund	-	300,000	300,000	-	60,000	60,000	60,000	60,000	60,000	300,000	
38	Chemical feed building structural rehabilitation	OpEx Reclass	-	40,000	40,000	-	-	-	-	40,000	-	40,000	
39	GST Rehabilitation	OpEx Reclass	-	150,000	150,000	-	-	-	-	150,000	-	150,000	
40	Rehabilitate Well No. 2 Pump	R&R Fund	-	25,000	25,000	-	-	-	-	25,000	-	25,000	
41	Installation of redundant 10,000 gallon Pneumatic Tank.	FGUADebt3	-	125,000	125,000	-	-	-	-	125,000	-	125,000	
42	Total Water		\$ -	\$ 521,000	\$ 521,000	\$ -	\$ 521,000	\$ 310,000	\$ 820,000	\$ 740,000	\$ 400,000	\$ 2,791,000	
Wastewater													
43	Unplanned WWTP R&R	R&R Fund	-	350,000	350,000	-	70,000	70,000	70,000	70,000	70,000	350,000	
44	Replace/Rehab the WWTP sampling system	R&R Fund	-	50,000	50,000	-	50,000	-	-	-	-	50,000	
45	Update the emergency preparedness equipment	R&R Fund	-	250,000	250,000	-	50,000	50,000	50,000	50,000	50,000	250,000	
46	Replace blower at wastewater treatment plant	R&R Fund	-	225,000	225,000	-	75,000	75,000	75,000	75,000	75,000	225,000	
47	Replace DI reuse piping with PVC program	R&R Fund	-	270,000	270,000	-	90,000	90,000	90,000	-	-	270,000	
48	Anoxic Mixer	R&R Fund	-	20,000	20,000	-	20,000	-	-	-	-	20,000	
49	Grit and Sand Removal	OpEx Reclass	-	-	-	-	-	-	-	-	-	-	
50	Monitoring Well Abandonment, Relocation and Replacement (Settlement Agreement)	R&R Fund	-	80,000	80,000	-	80,000	-	-	-	-	80,000	
51	Alternate Effluent disposal - Study	OpEx Reclass	-	60,000	60,000	-	60,000	-	-	-	-	60,000	
52	Rehab and coat the filter structure	OpEx Reclass	-	150,000	150,000	-	-	-	150,000	-	-	150,000	
53	Rehab aeration piping and valves	R&R Fund	-	50,000	50,000	-	-	-	50,000	-	-	50,000	
54	Reclaimed Pump Electrical isolation Switches	R&R Fund	-	50,000	50,000	-	50,000	-	-	-	-	50,000	
55	Replace secondary effluent disposal pipe	FGUADebt2	-	250,000	250,000	-	-	-	-	250,000	-	250,000	
56	Lift Station Electrical Rehabilitation	R&R Fund	-	100,000	100,000	-	50,000	50,000	-	-	-	100,000	
57	Surge Pumps and Add VFDs	R&R Fund	-	100,000	100,000	-	-	-	-	-	-	100,000	
58	Total Wastewater		\$ -	\$ 595,000	\$ 435,000	\$ -	\$ 595,000	\$ 435,000	\$ 485,000	\$ 370,000	\$ 120,000	\$ 2,005,000	
Water and Wastewater													
59	Remote Monitoring for CL2 and PSI	OpEx Reclass	-	35,000	35,000	\$ -	\$ -	35,000	\$ -	\$ -	\$ -	35,000	
60	Repair / Replace Eyewash Stations	OpEx Reclass	-	8,000	8,000	-	-	8,000	-	-	-	8,000	
61	American Beach Well & Septic (Placeholder for potential non-SRF funded items or requirements)	Operating Fund	-	-	-	-	-	-	-	-	-	-	
62	Total Water & Wastewater		\$ -	\$ -	\$ -	\$ -	\$ -	43,000	\$ -	\$ -	\$ -	43,000	
63	Total FGUA Capital Expenditures		\$ 4,000,000	\$ 3,035,914	\$ 2,541,000	\$ 7,825,000	\$ 6,688,333	\$ 4,181,667	\$ 28,271,914				
Funding Sources - FGUA													
64	Operating Reserves	Operating Fund	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,000,000	
65	Rates (Annual Operations)	Rates	-	-	-	-	-	-	-	-	-	-	
66	Renewal and Replacement Fund	R&R Fund	-	1,736,000	-	1,736,000	1,498,000	2,250,000	940,000	4,181,667	10,605,667	-	
67	Senior Lien Debt - Debt 1 (Acquisition Debt)	FGUADebt1	-	1,164,914	-	1,164,914	-	-	-	-	-	1,164,914	
68	Senior Lien Debt - Debt 2	FGUADebt2	-	-	-	-	1,000,000	3,825,000	2,933,333	-	-	7,758,333	
69	Senior Lien Debt - Debt 3	FGUADebt3	-	-	-	-	1,600,000	2,625,000	2,625,000	-	-	4,225,000	
70	Subordinate Lien Debt - Debt 4	FGUADebt4	-	-	-	-	-	-	-	-	-	-	
71	Subordinate Lien Debt - Debt 5	FGUADebt5	-	-	-	-	-	-	-	-	-	-	
72	Reclass Expenditure to Operating Expenses	OpEx Reclass	-	135,000	43,000	150,000	190,000	150,000	190,000	-	-	518,000	
72	Grants	Grant	-	-	-	-	-	-	-	-	-	-	
73	Total Funding Sources		\$ 4,000,000	\$ 3,035,914	\$ 2,541,000	\$ 7,825,000	\$ 6,688,333	\$ 4,181,667	\$ 28,271,914				

Estimate for Immediate Capital Funding for Debt Capacity (presented on a stand-alone basis)

\$ - \$ - \$ 1,000,000 \$ 5,425,000 \$ 5,558,333 \$ - \$ 11,983,333

CIP Funded From Cash and Annual operations

\$ 4,000,000 \$ 1,736,000 \$ 1,498,000 \$ 2,250,000 \$ 940,000 \$ 4,181,667 \$ 14,605,667

NAU CIP/R&R Budget Draft						Compliance (25)	Unaid (20)	Increase Revenue (15)	Increase Exp (15)	CS Balance (10)	Loan/Grant (5)	Private Issue (5)	Total	\$ 3,815,000	\$ 4,231,000	\$ 6,791,000	\$ 6,585,000	\$ 6,745,000	\$ 29,107,000
System	Type (WS)	Program	Nantux County Project NO.	PROJECT	CIP / R&R	A	B	C	D	E	F	H	Priority Score	2023	2024	2025	2026	2027	5 YR TOTAL
NAU	S	Collection		Unplanned Collection System R&R	R&R	25	20	15	15	10	5	5	95	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$350,000
NAU	W	Distribution		Unplanned Distribution System R&R	R&R	25	20	15	15	10	5	5	95	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$350,000
NAU	W	WTP		Unplanned WTP R&R	R&R	25	20	15	15	10	5	5	95	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$350,000
NAU	S	WWTP		Unplanned WWTP R&R	R&R	25	20	15	15	10	5	5	95	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$350,000
NAU	W	Distribution		Aged Meter Replacements	R&R	25	5	15	15	5	5	5	75	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$625,000
NAU	S	Collection		Lift Station Rehab/Repair Program	R&R	20	15	15	15	7		5	77	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$500,000
NAU	W	WTP		Replace #1, 3, & 4 pumps and motors at the water treatment plan program, one per year	R&R	20	10	5	10	10		5	60	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	\$ -	\$180,000
NAU	S	WWTP		Replace/Rehab the WWTP sampling system	R&R	15	10	13	10	7		4	59	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$50,000
NAU	S	WTP		Update the emergency preparedness equipment	R&R	25	20	5	5			3	58	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$250,000
NAU	S	WWTP		Replace blower at wastewater treatment plant	R&R	15	10	10	10	5		5	55	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	\$ -	\$225,000
NAU	W	Distribution		Replace distribution isolation valves	R&R	15	5	10	10	10		3	53	\$ 70,000	\$ 70,000	\$ 70,000	\$ 100,000	\$ 100,000	\$410,000
NAU	W	Distribution		Backflow Survey - CCC	R&R	15	5	10	10	10			50	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$75,000
NAU	W/S	WTP/WWTP		Remote Monitoring for CL2 and PSI	R&R	25			10	10		5	50	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$35,000
NAU	S	WWTP		Replace DI reuse piping with PVC program	R&R	15	11	1	3	5		4	39	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	\$ -	\$270,000
NAU	S	WWTP		Anoxic Mixer	R&R	25						5	30	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$20,000
NAU	W	Distribution		Planned FH replacements (5-10 per year)	R&R	25	20	0	0	10		5	60	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$200,000
NAU	W/S	WTP/WWTP		Repair / Replace Eyewash Stations	R&R	25	20	0	0	0	0	5	50	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$8,000
NAU	WW	WWTP		Surge Pumps and Add VFDs	R&R				10	5		5	20	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$100,000
NAU	S	WWTP		Crit and Sand Removal	O&M	15		5	10			5	35	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ -	\$400,000
NAU	S	Collection		LS 27 Conversion (Settlement Agreement)	CIP	20	20	15	10	10	0	5	80	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$550,000
NAU	S	Collection		Inflow and Infiltration (I&I) Reduction Project - Settlement Agreement (Sea Marsh, Marsh Creek, Florence Point, Spauldebery Parkway)	CIP	25	10	13	15	10	3	5	81	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$350,000
NAU	S	WWTP		Monitoring Well Abandonment, Relocation and Replacement (Settlement Agreement)	CIP	25	5	5	5	0	0	5	45	\$ 80,000	\$ 0	\$ 0	\$ 0	\$ 0	\$80,000
NAU	W	WTP		Replace chemical feed system at WTP	CIP	25	20	7	7	10		5	74	\$ 0	\$ 136,000	\$ 0	\$ 0	\$ 0	\$136,000
NAU	S	Collection	CIP000113	Sewer line improvements and upgrades throughout the system program	CIP	25	10	13	15	10	3	5	81	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$5,000,000
NAU	S	Collection	CIP000114	Convert lift stations into submersible lift stations program (2 per year).	CIP	20	20	15	10	10	0	5	80	\$ 450,000	\$ 450,000	\$ 450,000	\$ 500,000	\$ 500,000	\$2,350,000
NAU	W	WTP	CIP000115	Phase 1: Improve Sulfide Removal (forced Draft Aeration with scrubber) - Odor Control Unit	CIP	25	11	13	5	5	5	3	67	\$ 0	\$ 300,000	\$ 1,700,000	\$ 0	\$ 0	\$2,000,000
NAU	W/S	Distribution & Collection		American Beach Well & Septic Placeholder for potential non-SRF funded items or requirements)	CIP	15		15			5		35	\$ 100,000					\$100,000
NAU	S	WWTP	CIP000116	Rehab Plant Lift Station	CIP	15	10	5	5			5	40	\$ 175,000	\$ 0	\$ 0	\$ 0	\$ 0	\$175,000
NAU	W	Distribution	CIP000117	South End Looping	CIP	15	15	11	11	10		5	67			\$ 0	\$ 0	\$ 100,000	\$100,000
NAU	W	WTP	CIP000118	Drill Production Well at Booster Pump Station	CIP	15	15	11	11	10		5	67	\$ 0	\$ 0	\$ 0	\$ 300,000	\$ 0	\$300,000
NAU	S	WWTP	CIP000119	Chlorine contact tank repairs	CIP	20	5	13	10	5		5	58	\$ 0	\$ 220,000	\$ 0	\$ 0	\$ 0	\$220,000
NAU	W	WTP		Install Emergency Interconnect		10	3	3		10		5	31			\$ 450,000			\$450,000
NAU	W	WTP	CIP000120	Additional Ground Storage Tank (750,000 Gal)	CIP	25	11	13	5	5	5	3	67	\$ 0		\$ 0	\$ 1,250,000	\$ 0	\$1,250,000
NAU	W	Distribution	CIP000121	Replace antiquated water meters with AMR meter reading system	CIP	15	15	15	15	10	5		75	\$ 0	\$ 150,000		\$ 0	\$ 150,000	\$300,000
NAU	W	WTP	CIP000122	Replace the WTP instrumentation and Motor Control Center	CIP	25	20	7	7	10		5	74	\$ 0	\$ 0	\$ 350,000	\$ 0	\$ 0	\$350,000

NAU CIP-R&R Budget Draft						Compliance (25)	Utah's (20)	Increase Revenue (15)	Decrease Exp. (15)	CS Balance (10)	Loan/Grant (5)	Private Issue (5)	Total	\$ 3,815,000	\$ 4,231,000	\$ 6,791,000	\$ 6,585,000	\$ 6,745,000	\$ 29,107,000
NAU	W	Distribution	CIP000123	Replace AC piping with PVC program	CIP	25	20	7	7	10		5	74	0	0	0	500,000	1,300,000	\$1,800,000
NAU	S	WWTP	CIP000124	Replace or repair existing reject pond liner	CIP	25	13	10	10	7		5	70	0	750,000	0	0	0	\$750,000
NAU	W	WTP	CIP000125	Phase 2: Install treatment process to reduce disinfection byproducts, water hardness, TOC over limit (Low Pressure Nano Skid)	CIP	25	11	13	5	5	5	3	67	0	0		500,000	2,500,000	\$3,000,000
NAU	S	WWTP	CIP000126	Rehab and coat the aerobic digester to extend the life of the structure.	CIP	20	15	5	5	5		5	55	0	0	0	400,000	0	\$400,000
NAU	S	WWTP	CIP000127	Execute electrical design of instrumentation replacement and provide SCADA system to modernize facility capabilities and efficiencies.	CIP	15	10	5	5	10		3	48	0	150,000	635,000	0	0	\$785,000
NAU	S	WWTP	CIP000128	Rehab the existing pond to prevent erosion and restore the pond bottom elevations	CIP	15	15	5		5		3	43	0	0	0	1,240,000	0	\$1,240,000
NAU	S	WWTP	CIP000129	Possible plant expansion depending on I & I efforts	CIP	15	5	5	5	3		3	36	0	0	0		500,000	\$500,000
NAU	S	WWTP	CIP000130	Odor Control	CIP	15	5	5	5	3		3	36	0	100,000	550,000	0	0	\$650,000
NAU	S	WWTP		Alternate Effluent disposal - Study	CIP	15	5	5	5	3		3	36	60,000	0	0	0	0	\$60,000
NAU	S	WTP	CIP000131	Rehabilitate complete reclaimed water pump station	CIP	15	11	1	3	5		4	39	0	0	140,000	0	0	\$140,000
NAU	S/W	WTP/WWTP	CIP000132	Addition to existing office building at NAU's plant site	CIP	3	3	0	0	0		3	9	0	65,000	318,000	0	0	\$383,000
NAU	W	WTP		Chemical feed building structural rehabilitation	CIP	5	10	0	7	0	0	5	27	0	0	0	0	40,000	\$40,000
NAU	W	WTP		GST Rehabilitation	CIP	10	10	0	7	0	0	5	32	0	0	0	0	150,000	\$150,000
NAU	W	WTP		Rehabilitate Well No. 2 Pump	CIP	25	5	5	7	0	0	5	47	0	0	0	0	25,000	\$25,000
NAU	W	WTP		Installation of redundant 10,000 gallon Pneumatic Tank.	CIP	20	5	0	7	0	0	5	37	0	0	0	0	125,000	\$125,000
NAU	S	WWTP		Rehab and coat the filter structure	CIP	20	15	5	5	5		5	55	0	0	0	150,000	0	\$150,000
NAU	S	WWTP		Rehab aeration piping and valves	CIP	25	10	5	5	5		5	55	0	0	0	50,000	0	\$50,000
NAU	S	WWTP		Reclaimed Pump Electrical Isolation Switches	CIP	20	20	5	5	0		5	55	50,000	0	0	0	0	\$50,000
NAU	S	WWTP		Replace secondary effluent disposal pipe	CIP	25	15	5	0	0	0	5	50	0			0	250,000	\$250,000
NAU	S	Collection		Lift Station Electrical Rehabilitation	R&R	25	20	5	10	0	0	5	77	50,000	50,000				\$100,000

EXHIBIT B

**MILIAN, SWAIN & ASSOCIATES, INC.
FINANCIAL REPORT**

May 19, 2025

Nassau County
96135 Nassau Pl. Suite 1
Yulee, FL 32097

Re: Confirmation of Financial review of select financial information at the request of Nassau County

Milian, Swain & Associates, Inc. ("MSA") was engaged to perform a financial review of select financial information at the request of Nassau County ("County"). The work included reviewing a financial report prepared by Raftelis ("Report") regarding the water and wastewater utility service to customers on Amelia Island, reviewing supporting documents that may be provided in support of the Report. Additionally, MSA was tasked to write a letter report of MSA's findings regarding the Report, including accuracy of assumptions and the application of those assumptions in the report, statements of deviations or discrepancies found, if any, and a conclusion as to the sufficiency of the Report for the stated purpose. A copy of our Letter Report dated September 22, 2023 is attached hereto for your ready reference.

MSA has reviewed the September 22, 2023 Letter Report, and found that there are no material changes to the assumptions. Therefore, MSA confirms that the findings of that report remain pertinent and valid, and makes no changed to the conclusions, restated below:

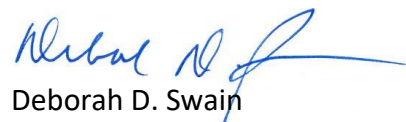
Conclusions

Accuracy: The model is, in itself, and highly complex spreadsheet. MSA cannot fully determine the complete accuracy of the outcome without replicating the model and subject it to testing. However, we believe that it reflects the financial conditions under FGUA ownership.

Assumptions: The assumptions as determined our review appear reasonable, and should indicate the stated purpose.

Results: The planned financing appears fair to the County.

Sincerely,
Milian, Swain & Associates, Inc.



Deborah D. Swain
Vice President

DRAFT

September 22, 2023

Nassau County
96135 Nassau Pl. Suite 1
Yulee, FL 32097

Re: Financial review of select financial information at the request of Nassau County

Milian, Swain & Associates, Inc. ("MSA") was engaged to perform a financial review of select financial information at the request of Nassau County ("County"). The work included reviewing a financial report prepared by Raftelis ("Report") regarding the water and wastewater utility service to customers on Amelia Island, reviewing supporting documents that may be provided in support of the Report. Additionally, MSA was tasked to write a letter report of MSA's findings regarding the Report, including accuracy of assumptions and the application of those assumptions in the report, statements of deviations or discrepancies found, if any, and a conclusion as to the sufficiency of the Report for the stated purpose.

MSA Assumptions, Qualifications and Limitations of the review

MSA's review is not to be construed or interpreted as an audit of the details contained in the Report. MSA did not review source documentation nor County records. MSA presumed that the data used by Raftelis for the Report is an accurate representation for the purpose it is presented.

MSA reviewed the Model and evaluated the assumptions and the application of those assumptions to determine reasonableness and validity. Below is the report of our review.

Raftelis Report Review

Raftelis has developed an Evaluation Model ("Model"), in the form of a Microsoft Excel file as the basis of its Report. MSA was first provided a file containing a draft of the Model on June 13, 2023, "NassauCtyAnalysis 5.16.23 – 3%.xlsx".

General Description of the Model:

Purpose: The general purpose of the Model is to evaluate the utility under certain assumptions, to compare the results between County ownership and FGUA ownership, and to demonstrate the impact on customer rates based on those assumptions. The determination of impact on



Financial Review for Nassau County Re: FGUA Proposal

customer rates begins with the calculation of the Revenue Requirement. The Revenue Requirement is generally determined by calculating the sum of the following:

- Operating and maintenance expense
- Debt costs (“Debt service”)
- Renewal and replacement and other fund transfers
- Other cash outlays
- Revenue Share

Operating and Maintenance Expense - FGUA

The 2023 utility budget is the starting point in the Model. Adjustments were made to the base year of 2023 to develop a revenue requirement for FGUA, including:

- Operations and Maintenance Expenses:
 - Limit bad debt expense to 1% of revenues
 - Operations and Maintenance Services: Recalculated cost of contract services currently provided by FGUA
 - Additional O&M Services: added \$25,000 to budgeted amount
 - Customer Service & Billing: Recalculated cost of contract services currently provided by FGUA
- Debt Service (Principal and interest): eliminated
- R&R Transfers: eliminated
- Contingency: recalculated as 5% of certain expenses

Operating and Maintenance Expenses in subsequent years are determined based on a number of methods.

- An inflation factor was applied to most expenses, considering the CPI and growth in most cases.
- Contract services previously provided were calculated based on same methodology as 2023.
- Other costs were calculated based on other factors such as reclassifications from CIP to operating expense.

Debt Service – FGUA

FGUA’s debt service represents the elimination of the County’s current debt, by borrowing the purchase price of the utility equal to the amount needed to fully pay the County’s current bond obligation and fund the first year Capital Improvement Plan (CIP). This immediately reduces the revenue requirement by elimination the County’s debt service, and replacing it with lower debt service due to more favorable loan terms. The County’s current debt service is approximately \$1.2 million annually. FGUA assumes that its debt service from the first borrowing in early FY 2023-24 is estimated to be \$400,000/ year increasing to \$550,000. Its second borrowing the following year is assumed to be from the State Revolving Fund (SRF) loan specifically for CIP,

Financial Review for Nassau County Re: FGUA Proposal

and will start at approximately \$500,000 annually. The third borrowing is a State Revolving Fund (SRF) loan and will be approximately \$250,000 per year. It should be noted that if the County were to refinance its current bonds, the current debt service could be reduced by extending the period of repayment.

There are several factors that impact the debt service, including the level of borrowing, the timing of the borrowing, and initial costs, the interest rate and other loan terms.

The debt level required and the timing of the debt issuance is based upon the CIP. MSA has not reviewed nor evaluated the CIP level and timing, as that is being reviewed by others.

Renewal and replacement and other fund transfers – FGUA

- The Minimum Renewal and Replacement fund is calculated to equal 5% of annual gross revenues.
- An Additional R&R Deposit is calculated each year ranging from 12% in 2023 increasing each year then finally to 18% in 2028.

This level of R&R generates an adequate balance to cover the cost of capital projects identified to be paid from the R&R funds.

Revenue Share – FGUA

Under FGUA ownership, the utility would be expected to pay a revenue share to the County. This is generally viewed as a payment for the use of County-owned rights of way by the Utility, and reimbursement of County costs and expenses related to the system. It is calculated as a percent of gross revenues. The percent is established by interlocal agreement. For the purposes of the Model, the percent used is that directed by the County. Therefore, the revenue share used is 5% of gross revenues, which is consistent with the payment from JEA to Nassau County pursuant to the JEA/Nassau County Water and Wastewater Interlocal Agreement, First Amendment.

Updates

The Models as of this date has not been finalized, and revised versions of the Model have been provided. The key assumptions that have changed from the Initial Model are, as provided by Raftelis:

- Added \$168,000 to the annual rate revenue due to slower commercial meters that were not being billed correctly in FY22 and are being fixed.
- Adjusted the 1.5% FY24 operating expenditures adjustment to 1.25% to better reflect future expenditures.
- Increased the revenue share paid to the County from 3% to 5% per County request.

Financial Review for Nassau County Re: FGUA Proposal

- Slightly lowered the assumed interest rate to 4.5% from 4.75% due to interest rate conditions.
- Increased transaction costs from \$300,000 to \$425,000 to ensure payment of all parties for the transaction.
- Adjusted the starting cash balances to be consistent with the current cash position of NAU as of 6/30/23 trial balances provided by the County
- Adjusted the amount of booster pump station funding based on YTD spending.
- Added \$216,000 to the starting cash position due to the back billing of commercial customers.

Conclusions

Accuracy: The model is, in itself, and highly complex spreadsheet. MSA cannot fully determine the complete accuracy of the outcome without replicating the model and subject it to testing. However, we believe that it reflects the financial conditions under FGUA ownership.

Assumptions: The assumptions as determined our review appear reasonable, and should indicate the stated purpose.

Results: The planned financing appears fair to the County.

Sincerely,
Milian, Swain & Associates, Inc.



Deborah D. Swain
Vice President

EXHIBIT C

INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
FOR THE PURCHASE
AND SALE OF UTILITY ASSETS**

By and Among

NASSAU COUNTY, FLORIDA

(County)

and

**FLORIDA GOVERNMENTAL UTILITY AUTHORITY
(FGUA)**

August 25, 2025

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INTERLOCAL AGREEMENT
FOR THE PURCHASE AND SALE OF UTILITY ASSETS

This Interlocal Agreement for the Purchase and Sale of Utility Assets (the "Purchase Agreement") is made and entered into this ____ day of August, 2025, by and among Nassau County, a political subdivision of the State of Florida ("County") and the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes ("FGUA"), each hereafter referred to individually as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the County owns and operates a water and wastewater utility system commonly known as the Nassau Amelia Utility ("NAU") Water and Wastewater Utility System, consisting of potable water production, supply, treatment, distribution, and fire flow facilities and wastewater collection, treatment, and effluent disposal facilities including public access reuse water distribution facilities (the "County System"), serving customers within the unincorporated area of the County pursuant to its home rule authority and authority provided pursuant to Florida law; and

WHEREAS, the County created the American Beach Water and Sewer District ("District") to assist in advancing the water and wastewater infrastructure improvements in and for the American Beach community (the "District System") which has been or will be dissolved prior to Closing (the term "Closing" defined in Section 10 hereinafter) and the assets of the District System absorbed within the County System hereinafter the "Nassau Utility System"); and

WHEREAS, hereafter in this Purchase Agreement, the Nassau Utility System and the District System when referenced in combination with one another, shall be referred to as the "Nassau Utility System"; and

WHEREAS, the County is a member government of the FGUA and has entered interlocal agreements with FGUA since 2019 relating to the FGUA's management and operation of the Nassau Utility System and activities related to the District System on the County's behalf as well as the provision of other utility related services, and thus the County is aware of the FGUA's unique capabilities in providing water and wastewater services; and

WHEREAS, pursuant to Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act"), and that certain First Amended and Restated Interlocal Agreement Relating to the Establishment of the Florida Governmental Utility Authority, dated as of December 1, 2000, as subsequently amended (the "FGUA Interlocal Agreement"), the FGUA is authorized to acquire the Nassau Utility System and has the power and authority to provide potable water and wastewater infrastructure and service throughout the State of Florida; and

WHEREAS, the FGUA and County previously have entered a certain "Interlocal

Agreement Relating to the Provision of Utility Services to the Nassau County Utility (NAU) Water and Wastewater Utility System” (hereafter the “County/FGUA Services Agreement”) pursuant to which the FGUA has been providing certain management, operations, maintenance, customer services, and capital repair and replacement project administration services related to the Nassau Utility System for a period of years; and thus is in possession of most of the deliverables referenced herein; and

WHEREAS, the County recognized the need to undertake certain additional capital improvement projects, minor and major, to improve utility infrastructure and expand services beyond the repair and maintenance activities which had been identified in the course of the FGUA’s management services role; and

WHEREAS, the County previously formed and will have dissolved prior to Closing, the American Beach Water and Sewer District (District), a dependent Special District which engaged in a complex conversion project from individual onsite wells and septic tanks to central water and wastewater services in the American Beach Community and the work of the District associated with “the American Beach Project” has been substantially completed, and the assets of the District will have been absorbed into the Nassau Utility System prior to the Closing hereon; and

WHEREAS, the County, working together with the FGUA and in order to bring the Nassau Utility System into compliance with state laws and regulations, has identified significant capital improvements necessary to comply with Department of Environmental Protection Settlement Agreement No. OGC File 20-0714 (the “Settlement Agreement,” a copy of which is attached as **Appendix “A”**), among other priority service improvement capital projects required for the Nassau Utility System; and

WHEREAS, the County further recognized the prudence of investigating the use of special assessments and otherwise seeking, securing and administering external grant and loan funding sources with other governmental support agencies to fund and otherwise support certain of these high priority capital projects; and

WHEREAS, the County recognized that the FGUA possesses unique experience and expertise to provide the County and District with utility capital project and related grant administration, capital finance planning and special assessment services, having performed this work for over twenty years throughout the State of Florida; and

WHEREAS, the FGUA, the County and District therefore entered an Interlocal Agreement for Water and Wastewater Utility Capital Project Services and related Grant/Loan Administration and Special Assessment Services as of December 12, 2019 (the “FGUA Capital Project Services Agreement”); and

WHEREAS, since 2021 the County, District and FGUA have been cooperating in the management, operation, maintenance and improvement of the Nassau Utility System and development of the District System including the overall capital program and project planning, administration, construction contracting and inspection services, grant/loan administration and special assessment activities to best serve water and wastewater needs in the County’s service area; and

WHEREAS, the Parties, acting cooperatively pursuant to the terms of the FGUA Capital Project Services Agreement, have conducted the planning for design, construction and financing of the capital projects required, among other things, to comply with the Settlement Agreement and to construct the District System (the “Capital Improvement Plan”, a copy of which is attached as **Appendix “B”**); and

WHEREAS, the County now desires to transfer and the FGUA desires to acquire the Nassau Utility System for the consideration and on the terms and subject to the conditions set forth in this Purchase Agreement; and

WHEREAS, the County and the FGUA have agreed that as a condition of consummating the sale and purchase of the Nassau Utility System, the outstanding principal balance due on Nassau Utility System related debt shall be paid by the County from sale proceeds at Closing (the term “Closing” defined in SECTION 10 hereinafter); and

WHEREAS, the District, with the assistance of the FGUA, has entered into various financing arrangements with governmental agencies to finance the design and construction of the District System; and

WHEREAS, the County, as the "host government" under Section 163.01(7)(g)4, Florida Statutes, has been duly notified of the FGUA's intention to purchase the Nassau Utility System, and is expected to adopt Resolution 2025-111 on August 25, 2025, approving the transaction contemplated herein; and

WHEREAS, as required by law, the County and the FGUA held public hearings on the proposed purchase and sale as contemplated in this Purchase Agreement to determine whether the sale and purchase are in the public interest; and

WHEREAS, this Interlocal Agreement for the Purchase and Sale of Utility Assets is authorized pursuant to the provisions of Chapters 125 and 163, Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Price and for other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are hereby incorporated into this Purchase Agreement by reference as if set forth fully.

SECTION 2. Covenant to Purchase and Sell; Description of Purchased Assets.

a. FGUA shall buy from the County, and the County shall sell to FGUA, the Purchased Assets (as hereinafter defined) upon the terms and subject to the conditions precedent set forth in this Purchase Agreement. As referenced in the recitals above, the FGUA has been operating the Nassau Utility System since 2019, and as such, is intimately familiar with the Assets which are

being sold in an "As Is" condition and the County making no representations with respect to the condition of the Assets, except as provided herein.

b. "Purchased Assets" shall include all assets and rights exclusively related to the water, wastewater and reclaimed water facilities, applying to the Nassau Utility System, which may be both tangible and intangible, that the County owns. As to County lands that are utilized for other purposes, such as stormwater control, rights of way, etc., in such case, the County will retain fee title and grant easements to the FGUA therefore. Stated otherwise, the County shall retain title to all property, real and personal, not specifically transferred to the FGUA hereby. The assets and rights of the Nassau Utility System hereby transferred to the FGUA include, but are not limited to:

i. All real property and interests in real property, including all oil, gas, and mineral rights, if any, owned and held by the County, which are or will be exclusively related to the water, wastewater and reclaimed water facilities, in fee simple or otherwise, unless indicated as an Excluded Asset in **Appendix "C"** as incorporated herein by reference, and all buildings, structures and improvements located thereon or thereunder, including but not limited to such real property and interests in real property identified in **Appendix "D"** to this Purchase Agreement, as incorporated herein by reference ("Real Property"), which are used in connection with the Nassau Utility System, and all surveys related thereto.

ii. All easements, licenses, prescriptive rights, rights-of-way, use of dedicated rights, rights obtained pursuant to court order or litigation, and rights of any kind as the County may possess to operate the Nassau Utility System to provide utility service or to use public and private roads, highways, canals, streets and other areas owned or used by the County for the construction, placement, replacement, operation and maintenance of the Nassau Utility System, including but not limited to, rights identified in **Appendix "E"** to this Purchase Agreement, as incorporated herein by reference.

iii. All water supply, treatment, storage and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, including public access reuse water facilities, equipment and property installations owned by the County, together with all additions or replacements thereto, including but not limited to, facilities as identified in **Appendix "F"** to this Purchase Agreement, as incorporated herein by reference. All property listed in **Appendix "F"** that is affixed to land or otherwise permanently installed as a part of the Nassau Utility System shall have a corresponding Real Property interest or a corresponding easement, license, prescriptive right, right-of-way, use of dedicated rights, or right obtained pursuant to a court order or litigation so that FGUA is provided legal rights for access, ownership, operation, and maintenance of the Nassau Utility System.

iv. All permits, certificates, immunities, privileges, license rights, consents, grants, ordinances, leaseholds of the Nassau Utility System, and all rights to construct, maintain and operate the Nassau Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable and public access reuse/irrigation water and the collection,

treatment and disposal of wastewater, including public access reuse water/irrigation water, and every right of every character whatever in connection therewith, including service area rights, and the obligations thereof, all water rights, flowage rights, riparian rights, littoral rights and all renewals, extensions, additions or modifications of any of the foregoing (all hereinafter referred to as the "Certificates"); together with all rights granted to the County under the Certificates, including but not limited to, rights identified in **Appendix "G"** to this Purchase Agreement, as incorporated herein by reference. **Appendix "G"** shall also identify any rights in possession of the County under the Certificates which are not transferrable, or which require the consent of a third party to transfer.

v. Copies of all supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information in the County's possession as may be required by FGUA to construct, operate, or maintain the Nassau Utility System, including rights of the County to obtain copies of such items from engineers, contractors, consultants, or other third parties, in paper and electronic form.

vi. Copies of all sets of record drawings, including as-built drawings, showing all facilities of the Nassau Utility System and including all original tracings, sepias, or other reproducible materials in the County's possession, and including rights of the County to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

vii. All rights and obligations of the County under any developer or service agreements, as identified in **Appendix "H"** to this Purchase Agreement, as incorporated herein by reference, which are assumed by FGUA pursuant to Section 10 hereof ("Developer Agreements"). **Appendix "H"** shall identify all Developer Agreements pertaining to the Nassau Utility System that have not yet been fully completed or performed or which otherwise establish a continuing right, privilege, duty or obligation of the County (including, without limitation, those certain capacity obligations as further described in the Developer Agreements), and any third-party consents necessary for assignment of the Developer Agreements by the County and assumption by FGUA.

viii. All rights and obligations of the County under contracts and leases, as identified in **Appendix "I"** to this Purchase Agreement, as incorporated herein by reference ("Contracts and Leases"), which shall include, but not be limited to, all leases, operating and vendor contracts, and agreements with respect to utilities services, bulk service, effluent disposal, and reuse, which are assumed or to be assumed by FGUA pursuant to Section 10 hereof. **Appendix "I"** shall identify all such Contracts and Leases pertaining to the Nassau Utility System that have not yet been fully completed or performed or which otherwise establish any continuing right, privilege, duty or obligation of the County, and shall also identify any third party consents necessary for assignment of the Contracts and Leases by the County and assumption by FGUA.

ix. All equipment, vehicles, rolling stock, mobile equipment, chemicals, tools, parts, laboratory equipment, computer equipment, meters, meter reading equipment and related software (if any), and inventory, held for use in connection with the operation of the Nassau

Utility System owned by the County on the Closing date, including such items of equipment and inventory identified in **Appendix "J"** ("Equipment and Inventory"), as incorporated herein by reference, which Equipment and Inventory shall not be unnecessarily depleted or sold prior to that date. Upon the Effective Date of this Purchase Agreement (as defined below) and up and until five (5) days before the Closing date contemplated in this Purchase Agreement, the County shall grant FGUA access to inspect the Purchased Assets including, but not limited to, the County's equipment, vehicles, rolling stock, mobile equipment, chemicals, tools, parts, laboratory equipment, computer equipment, meters, and other inventory prior to Closing.

x. (1) All cash, deposits, reserves, receivables, customer deposits, previously collected connection charges, unbilled revenue and other financial assets of the County related to the Nassau Utility System including, but not limited to, approximately \$250,000.00 in cash reserves held in the Nassau Utility System. (2) The Parties acknowledge and agree that any and all special assessments paid by the then owners of certain tax parcels within the District System prior to the Closing (the collected water and wastewater special assessments shall be collectively referred to as the "Special Assessments") shall have been returned by the County or the District, as appropriate, to the current owners of said certain tax parcels. The means, methods and timing for the District to return the Special Assessments shall be established by the Parties and set forth in writing no later than thirty (30) days after the Effective Date of this Purchase Agreement. (3) The Parties acknowledge and agree that \$974,180 held in County Fund No. 472 (American Beach) will be transferred back to the County General Fund prior to Closing. The County shall thereafter transmit said monies to the County Utility Fund for eventual transfer to the FGUA as a Purchased Asset at Closing. (4) The Parties further acknowledge and agree that FGUA shall have the option of either financing and paying over to the County at Closing the amount of \$300,000 to reimburse the County for its reasonable fees and costs in consummating this transaction pursuant to Section 3 hereof, or if the FGUA elects not to do so, that the County will withhold \$300,000 from the amount of monies remitted to FGUA pursuant to this sub-paragraph.

xi. If, after the Closing, any assets or rights related to the Nassau Utility System are discovered which should have been transferred to the FGUA as Purchased Assets in accordance with this Purchase Agreement, but were not, the County agrees to execute any such documents as are necessary to accomplish the transfer of such assets or rights to the FGUA.

c. The assets listed in **Appendix "C"** are excluded from the Purchased Assets (the "Excluded Assets").

d. FGUA does not assume any debts, liabilities, obligations, or other financial, legal, or service obligations of the County, except as may be expressly provided hereunder or as may be otherwise provided in writing signed by the FGUA. FGUA does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing date when the operative act or omission was that of or attributable to the County for its actions prior to the Closing date contemplated in this Purchase Agreement.

e. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO FGUA IN CONNECTION WITH THIS PURCHASE AGREEMENT.

SECTION 3. Purchase Price. The total consideration to be paid for the Nassau Utility System is the Purchase Price. By these presents, the County and FGUA covenant and agree that the Purchase Price to be paid at the Closing, and thereafter, is set forth in Section 3 a. ("Purchase Price") below:

a. Nassau Utility System Purchase Price.

i. FGUA shall pay to the County, or to its Obligee(s), subject to the additions, adjustments and prorations, if any, referenced in this Purchase Agreement, an amount equal to the County's obligation to pay the Nassau Utility System debt at Closing.

(1) At the Closing, the County shall pay from the Purchase Price an amount equal to the principal balance and accrued interest on the Nassau Utility System Debt, set forth in **Appendix "K"** and incorporated herein by reference, that is outstanding at the time of the Closing (hereafter "Nassau Utility System Debt").

(2) The Nassau Utility System Debt as of the Closing includes the amount of any loans outstanding from the County to the Nassau Utility System, the amount of any advances made by the County to the Nassau Utility System and expected to be re-paid but not yet re-paid to the County as of the Effective Date hereof, the amount of any loans, if any, received by the Nassau Utility System from third parties, including governmental entities, which remain outstanding, and such other sums as may be due and payable from the Nassau Utility System to the County for capital, operating or other expenses previously incurred by the Nassau Utility System. The Nassau Utility System Debt is currently projected to be \$3,470,000.00 as of March 31, 2025 (and shall be adjusted through the Closing date (plus any interest due and prepayment premium applicable to prepayment of the Nassau Utility System Debt). The Parties agree that the Purchase Price shall first be applied by the County to repayment of the Nassau Utility System Debt or deposited in escrow with the closing agent for repayment of the Nassau Utility System Debt on behalf of the County.

ii. FGUA shall pay to the County the stipulated amount of \$300,000 to reimburse the County's estimated fees and costs in consummating this transaction or, at FGUA's election, Section 2 b. x (4) hereinabove shall apply.

iii. Any net cash and cash equivalents or investments in the County's utility fund(s) relating to the Nassau Utility System ("Nassau Utility Funds") shall be transferred to FGUA less a retainage, as determined in accordance with Section 10 b. ii. (12) to pay the Nassau Utility System payables.

iv. **Accounts Receivable:** The Parties recognize that the Closing may take place during the Nassau Utility System's normal billing cycle. As of the Closing date, the County may have both water and wastewater service account balances based on application of rates for services rendered that have been billed but not paid ("Accounts Receivable"). To assist FGUA in

funding an initial deposit to its working capital reserves and to pay for operations on a going forward basis, the County agrees FGUA shall be entitled to collect and keep all Accounts Receivable which are due the County on the Closing date.

v. General Fund Transfers: As a condition of Closing the FGUA's purchase of the Nassau Utility System, the County agrees that all prior general fund transfers into County Utility Funds in support of the Nassau Utility System and its operations, excluding the Nassau Utility System Debt to be re-paid from the Purchase Price, shall be considered an integral part of the Purchased Assets. As such, all amounts remaining unspent from general fund transfers by the County to the Nassau Utility System as of the Closing date shall be transferred to the FGUA.

b. Other Consideration.

i. The District, in cooperation with the County and FGUA, funded construction of the District Water System and the District Wastewater System in the following manner:

(1) Water System Construction.

(A) Non-Forgivable State Revolving Loan Funds: approximately \$237,295.95 (to be paid by the County via amendment 2 at or prior to Closing)

(B) FDEP/USEPA WIIN Grant Funds: \$0.00.

(2) Wastewater System Construction.

(A) Non-Forgivable State Revolving Loan Fund: approximately \$1,491,367.64 (to be paid by the County via amendment 2 at or prior to Closing)

ii. All District Special Assessments shall be refunded to the owners of the applicable tax parcels prior to the Closing hereon.

iii. Based upon the foregoing, at the Closing, in addition to those actions identified in Section 8 a. of this Purchase Agreement, the following is anticipated to occur:

(1) Special Assessment funds previously collected by the District shall be refunded by the District prior to its merger or dissolution, or by the County on its behalf subsequent to said merger or dissolution to current owner of the corresponding tax parcel which are responsible for the payment of such funds. The County shall be responsible for the refund of such amounts at or before Closing hereon.

(2) The County and FGUA acknowledge and agree that the Nassau Utility System provided funds to the County which the County forwarded to the District to fund District working capital needs (hereafter the "District Working Capital Funds"). The District Working Capital Funds are maintained in a general ledger account identified as County Fund 472 (American Beach) to assist with project cash flow. The total contributions made from the County System to the County and subsequently included in the District Working Capital Funds is

\$974,180. The County and FGUA further acknowledge and agree that the County is expected to be reimbursed by the DEP for all eligible project expenses through the DEP revolving loan fund process for the District Working Capital Funds expended in advance of reimbursements by the District in design and construction activities related to the District System. It is anticipated that the entirety of the amount contributed by the Nassau Utility System to the County and subsequently used to create the District Working Capital Fund will no longer be required upon completion of construction of the District System with project expenses fully reimbursed. Upon receipt by the District of such reimbursements from the DEP, the District shall forward the District Working Capital Fund balance to the County. The County then shall forward such funds to the Nassau Utility System in full reimbursement of the funds previously provided by the Nassau Utility System to the County. The Parties understand and agree that upon reimbursement by the County to the Nassau Utility System of the District Working Capital Funds, such funds shall be and constitute part of the County Utility Funds which are to be included in the Purchased Assets to be transferred to the FGUA upon Closing.

(3) The County shall provide documentation to confirm the payment in full of all District obligations pursuant to the state revolving loan fund process and sufficient to establish satisfaction of all District obligations pursuant to the terms of such loan or loans, which documentation may include, but not be limited to, the standard Amendment 2 to such loans.

(4) It is the intention of, and anticipated by, the Parties that as of the Closing date no financial debt or other obligations associated with the design and construction of the District System shall be outstanding and no liability of the County or District shall exist as of the Closing date which the FGUA would otherwise be required to assume.

SECTION 4. Representations and Warranties of the County. As a material inducement to the FGUA to execute this Purchase Agreement and perform the obligations hereunder, the County and District represent and warrant to the FGUA as follows:

a. The County to FGUA:

i. The County is a political subdivision of the State of Florida with all requisite power and authority, and has taken all requisite action necessary, to (1) enter into this Purchase Agreement, and (2) perform all the terms and conditions of this Purchase Agreement.

ii. The governing body of the County has approved the County entering into this Purchase Agreement and has held all necessary public hearings required to authorize the County's sale of the Nassau Utility System and release of subsurface rights in the Real Property otherwise required under Florida law to be retained by the County, and the County has taken or will take prior to the Closing all other appropriate governmental actions required to be taken by the County.

iii. This Purchase Agreement constitutes, and all other agreements to be executed by the County with respect to this Purchase Agreement will constitute, when executed and delivered, valid and binding obligations of the County, enforceable in accordance with their terms.

iv. To the best of the County's knowledge, the execution, delivery, and performance of this Purchase Agreement will not violate any provision of law, order of any court or agency of government applicable to the County, or any bond, Certificate, indenture, agreement, or other instrument to which the County is a party, or by which it is bound.

v. To the best of the County's knowledge, the County has exclusive possession, control and ownership and good and marketable title to the Real Property and the Nassau Utility System. The Real Property and the Nassau Utility System are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Section 6 of this Purchase Agreement. At the Closing, the County shall deliver title, or interests granting rights to possession or use sufficient to meet regulatory requirements and that are acceptable to FGUA in its sole discretion, to such Real Property listed in **Appendix "D"** free and clear of all debts, liens, pledges, charges, or encumbrances whatsoever, other than Permitted Encumbrances. The County makes no representation as to the condition of the Real Property, and FGUA acknowledges that it is accepting the Real Property in accordance with the Title Policy referenced in Section 6 hereof. County has provided copies to FGUA of all existing surveys of the Real Property, and all existing title insurance policies relating to the Real Property or easement interests of the County relating to the Nassau Utility System.

vi. To the best of the County's knowledge, the County has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets. At Closing, the Nassau Utility System and Purchased Assets shall be subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction, except Permitted Encumbrances related to Real Property only.

vii. The County has provided to FGUA copies of all the Nassau Utility System Certificates, Contracts, Leases, Developer Agreements, the Settlement Agreement, unrecorded deeds and easements, and any other agreement of any kind related to the Nassau Utility System and Purchased Assets, and shall secure any third-party consents which are a condition of transfer, assumption or assignment of such Certificates, Contracts, Leases, Developer Agreements, the Settlement Agreement and other agreements, to be assumed by FGUA at the Closing.

viii. Environmental Law Compliance.

(1) Definitions.

(A) "Environmental Law" means any federal, state, or local statute, order, regulation, ordinance, or common law or equitable doctrine, relating to the protection of human health or the environment in effect as of the Closing date and includes but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing date, the regulations promulgated pursuant thereto and in effect as of the Closing date and any conditions and requirements contained in any permits possessed by the County from any federal, state or local agencies necessary to operate the Nassau

Utility System.

(B) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which the County conducts its utility operations including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(C) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by the County or related to Hazardous Materials generated by the County.

(D) "Remedial Action" means all actions required to: (1) clean up, remove, or treat any Hazardous Material; (2) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (3) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

(2) Representations of the County regarding Environmental Law Compliance:

(A) To the best of the County's knowledge, the Nassau Utility System is in material compliance with all applicable Environmental Laws relating to the Nassau Utility System and the County is aware of no material liability thereunder, and there is no reasonable basis for the County to believe that any such liability exists, except as disclosed in **Appendix "L"**, as incorporated herein by reference.

(B) To the best of the County's knowledge, the County has obtained all permits required, or has submitted application renewals for such permits in a timely manner under applicable Environmental Laws necessary for the operation of the Nassau Utility System as of the date of this Purchase Agreement.

(C) To the best of the County's knowledge, except for the Settlement Agreement and as may be set forth in **Appendix "L"** to this Purchase Agreement, the County has not received within the last three years notice of any violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Nassau Utility System, and to the County's knowledge, there are no currently outstanding violations.

(D) To the best of the County's knowledge, no polychlorinated biphenyl or asbestos-containing materials, in violation of any Environmental Law are, or have been, present on the Nassau Utility System property when owned, operated, or leased by the County, nor are there any underground storage tanks, active or abandoned, on Nassau Utility System property owned, operated, or leased by the County.

(E) To the best of the County's knowledge, there is no Hazardous

Material in violation of any Environmental Law located on any Nassau Utility System site other than properly stored chemicals used for treatment; no Nassau Utility System site is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against the County for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for the County to be named in such claims or for any similar action to be brought against the County.

(F) To the best of the County's knowledge, no written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of the County or any third party with respect to the Nassau Utility System. No Real Property or other Nassau Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(G) To the best of the County's knowledge, no Hazardous Material has been released in material violation of Environmental Law at, on, or under any Real Property or other Nassau Utility System property.

(H) To the best of the County's knowledge, except as indicated in **Appendix "L"**, there are no current actions, suits or proceedings at law or in equity pending or, to the County's knowledge, threatened against the County before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Nassau Utility System or any of the Purchased Assets or the County's right and ability to enter and perform its obligations under this Purchase Agreement; nor is the County aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. To the best of the County's knowledge, the County is not in default with respect to any Certificate, permit, order, or decree of any court or of any administrative or governmental agency or instrumentality affecting the Nassau Utility System or any of the Purchased Assets. The County agrees and warrants that it shall have a continuing duty to disclose to FGUA up to and including the Closing date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the Nassau Utility System.

(I) To the best of the County's knowledge, there are no facts known to the County which have or would have a material adverse effect upon the physical condition of the Nassau Utility System or the Purchased Assets which are not readily observable, or which have not been disclosed or provided to FGUA in connection with this transaction.

(J) To the best of the County's knowledge, no representation or warranty made by the County in this Purchase Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

(K) To the best of the County's knowledge, no part of the Nassau Utility System's utility facilities, other facilities, or property was acquired by the County through

the use of eminent domain, or, if any part of the Nassau Utility System's plant, utility facilities, other facilities, or property was acquired by the County through the use of eminent domain, such acquisition occurred at least ten (10) years prior to the date of this Purchase Agreement.

SECTION 5. Representations and Warranties of FGUA to the County. As a material inducement to the County to execute this Purchase Agreement and to perform its obligations hereunder, the FGUA represents and warrants to the County as follows:

a. The FGUA has been duly organized and is a validly existing legal entity and public body under the laws of the State of Florida. The FGUA has all requisite power and authority to (1) enter into this Purchase Agreement, and (2) carry out and perform the terms and conditions of this Purchase Agreement.

b. The Board of Directors of FGUA has approved FGUA entering into this Purchase Agreement.

c. This Purchase Agreement constitutes, and all other agreements to be executed by FGUA with respect to this Purchase Agreement, will constitute, when executed and delivered, valid and binding obligations of FGUA, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Purchase Agreement will not violate any provision of law, order of any court or agency of government applicable to FGUA, nor any bond, indenture, agreement, or other instrument to which FGUA is a party, or by which it is bound.

e. FGUA has notified the "host governments" of its intent to acquire the Nassau Utility System as required under Section 163.01(7)(g)3., Florida Statutes, and has provided to such host governments all the information required under the statute.

f. All necessary public hearings required to authorize FGUA's purchase of the Nassau Utility System, as well as to authorize FGUA entering into this Purchase Agreement have been duly held and all appropriate governmental actions required to be taken by FGUA will have been duly taken prior to the Closing .

SECTION 6. Title Insurance and Permitted Encumbrances.

a. No less than thirty (30) days prior to the Closing, FGUA shall, through Pennington Law (the "Title Agent"), cause a current title insurance commitment to be issued by First American Title Insurance Company (the "Title Insurer"), and delivered to FGUA and the County, as appropriate, covering the Real Property currently owned by the County in amounts as may be established by the FGUA. The cost of the title insurance commitment and title insurance policy shall be borne by FGUA. The title insurance commitment shall commit the Title Insurer to issue an owner's title insurance policy to FGUA (which shall be delivered within a reasonable time after Closing) covering the Real Property, reflecting title to the Real Property to be marketable and insurable, subject to the Permitted Encumbrances and the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the FGUA. The County shall

execute at or prior to the Closing date, in favor of FGUA and the Title Insurer, such affidavit or affidavits acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions satisfactorily addressed by FGUA, or to cure properly noticed title defects.

FGUA shall notify the County as to the Real Property in question, in writing no more than ten (10) days after receipt of the title insurance commitment of any material defect in title to the Real Property, other than the Permitted Encumbrances. Such written notice shall identify all exceptions, encumbrances, liens, easements, covenants, restrictions, or other defects in the County's title to the Real Property (other than the Permitted Encumbrances) which render or may render title to the Real Property unmarketable in accordance with standards adopted by The Florida Bar, or uninsurable. Any objections to title to the extent not shown on the notice furnished by FGUA in accordance with the provisions of this paragraph shall be deemed to have been waived by FGUA and FGUA shall not be entitled to any damages or other remedies. The County shall have seven (7) days after receipt of FGUA's notice to explain to the satisfaction of the FGUA or eliminate the objections to title set forth in FGUA's notice. If the County fails to deliver title as herein provided, then FGUA may: (i) accept whatever title the County can convey with no abatement of the Purchase Price or relief of any kind; or (ii) Reject title and terminate this Agreement with no further liability of either Party to the other.

b. FGUA may not object to title by reason of the existence of:

i. any mortgage, lien, encumbrance, covenant, restriction or other matter that may be satisfied with the payment of money and the County advises FGUA, in writing, that the County elects to do so by paying same at or prior to the Closing;

ii. any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security in a manner and form acceptable to the Title Insurer so as to relieve the Real Property from the burden thereof and the County advises FGUA, in writing, that the County elects to do so at or prior to the Closing; or

iii. any matter that the Title Insurer affirmatively insures-over.

c. The County shall provide to FGUA, within fifteen (15) days of signing this Agreement, all surveys of the Real Property in such Party's possession. FGUA shall have the right, but not the obligation, to do such surveys on the Real Property as FGUA desires. Surveys procured by FGUA shall be at the sole cost and expense of the FGUA. If FGUA desires to have any standard survey exceptions deleted or modified in the title insurance policy, FGUA shall deliver to the Title Agent, no later than twenty (20) days prior to the Closing, properly certified and current original surveys of the specified Real Property that comply with Florida law.

d. "Permitted Encumbrances" include the following:

i. All existing building restrictions, zoning regulations, and local laws, governing the Real Property and the use thereof.

ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions,

including (without limitation) any drainage, canal, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities other than the County, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Nassau Utility System .

iii. Such other matters as are allowed under the terms of this Purchase Agreement.

SECTION 7. Conditions Precedent to Closing.

a. Conditions Precedent to Closing. The obligations of the County and FGUA to close the transaction contemplated by this Purchase Agreement are subject to the conditions that, on or before the Closing date:

i. No Party is prohibited by decree or law from consummating the transaction.

ii. There is not pending on the Closing date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits FGUA or the County from closing the transaction or FGUA from paying the Purchase Price, or that inhibits or restricts in any material manner FGUA's use, title, or enjoyment of the Nassau Utility System, the District System and Purchased Assets.

iii. The County and FGUA have each performed all the undertakings required to be performed by them under the terms of this Purchase Agreement.

iv. There is no material adverse change in applicable law or in the condition or value of the Purchased Assets of the Nassau Utility Systems. For purposes of this Purchase Agreement, a "material adverse change" shall mean any event, condition, development, or effect that, either individually or in the aggregate, shall have been, or insofar as can reasonably be foreseen will be, materially adverse to the business operations, assets, value, or conditions (financial or otherwise) of the Nassau Utility System or the Purchased Assets.

v. All warranties and representations of the other Party are true in all material respects as of the Closing date, except to the extent they specifically refer to another date.

vi. The County shall have obtained all necessary consents or authorizations from third parties for the assignment and assumption of the easements and agreements identified in this Purchase Agreement, including Appendices hereto.

vii. All necessary consents or approvals shall have been obtained for the reassignment or transfer from the County to FGUA of any grant or funding agreements of any kind, or rights to enter into such agreements, such that funding provided under such grant agreements can be used by FGUA to complete the projects identified in the Capital Improvement Plan attached hereto as **Appendix "B"**.

viii. The County and FGUA have acted in compliance with the terms of the

Settlement Agreement.

ix. The County and FGUA have acted in compliance with the Capital Improvement Plan attached hereto as **Appendix "B"**. The Capital Improvement Plan may be adjusted by mutual agreement of the County and FGUA such that the Parties continue to agree that the approved plan to finance timely completion of the projects identified therein remains intact.

x. The County has made available to the FGUA all such funding as described in this Purchase Agreement including, but not limited to, the County Utility Funds.

xi. The County shall have paid or otherwise defeased or placed into escrow funds as necessary and sufficient to extinguish the County System Debt.

- (1) The SRF Drinking Water and Clean Water loans shall be paid off and resolved prior to Closing.
- (2) The required connections in the American Beach Project (79) to qualify for the REDI grant shall be completed, reimbursements from the grant made, and the grant closed out.
- (3) The WIIN grant shall be closed out prior to or at Closing.

xiv. The County and DEP have signed and provided copies to FGUA of the Amendment 2 to each of the SRF Loan Agreements pertaining to the construction of the District System evidencing payment in full of the associated loan including any capitalized interest, service fees and other costs thereof.

xvi. The District shall be either merged or dissolved prior to Closing. The District was created pursuant to Sections 189.02 and 125.01, Florida Statutes, and was codified. Said merger or dissolution shall be pursuant to the appropriate statutory requirements.

SECTION 8. Pre-Closing Conduct; Covenants. The Parties covenant each to the other to conduct themselves as follows:

a. To the extent not previously provided to FGUA, at the time of execution of this Purchase Agreement, the County shall have furnished to FGUA the following, to the extent they are in the possession of the County its respective employees, representatives, or agents (including engineers, surveyors and other contractors utilized by County):

i. As to the County:

(1) Copies, including electronic and digital formats, of all plans and specifications showing the Nassau Utility System as now constructed (as-built), including any under construction, together with detailed engineering maps showing the water supply and distribution lines, pumps, tanks, wells, wastewater collection lines, lift stations, effluent disposal facilities, including public access reuse water, and appurtenances as now constructed, and all other facilities constituting the Nassau Utility System;

(2) Copies of all Developer Agreements, if any, identified in **Appendix "H"** together with a schedule identifying the County's understanding of the committed water and wastewater capacity pursuant to such agreements or any other agreements committing or reserving such capacity to any entity or individual, and any advances for construction, advance facility charges, pre-paid connection charges or other such payments or charges made pursuant to any such agreements;

(3) Copies of all Contracts and Leases, if any, identified in **Appendix "I"**;

(4) Copies of the County's schedules, if any, reflecting the rates, fees, and charges of the County as of the date of the County's approval of this Purchase Agreement;

(5) Copies of permits, applications, or other documents, if any, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Nassau Utility System by all applicable governmental authorities, including, but not limited to: (a) the DEP, (b) the United States Environmental Protection Agency, and (c) St. Johns River Water Management District ("SJRWMD").

(6) A list of customers and customers' deposits and accrued interest and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; the County agrees to cooperate with FGUA in providing billing information as may be required by FGUA to reconcile the aggregate interest total with refund credits or payments applied to customer accounts, to verify the Accounts Receivable, and to facilitate the smooth transition of customer account, billing and collection information;

(7) Copies of all warranties, if any, held by the County with respect to completed, or in progress, construction work with respect to the Nassau Utility System, in addition to a copy of all warranties relating to the Purchased Assets;

(8) Copies of any and all effective insurance policies, if any, with respect to the Purchased Assets and Nassau Utility System;

(9) Copies of all title insurance policies, if any, related to the Real Property issued to the County upon its acquisition of title to such property;

(10) Current or past boundary surveys, if any, of the Real Property;

(11) Copies of all easements, licenses, prescriptive rights, rights of access and ingress and egress, and rights-of-way owned and used by the County, if any, for the construction, operation and maintenance of the Nassau Utility System and Purchased Assets; and

(12) Copies of all Certificates relating to the Nassau Utility System, if any, including but not limited to environmental permits and pending applications related thereto.

b. During the period between the Effective Date of this Purchase Agreement and the Closing date:

i. As to the County, County shall:

(1) Require the FGUA to operate and maintain the Nassau Utility System and Purchased Assets, in cooperation with the County and in a manner which shall remain consistent with the terms of the County/FGUA Services Agreement, so as to ensure that the condition of the Nassau Utility System and the Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted, and the chemical, tool and equipment inventory on hand shall not be materially diminished or depleted unless required to be used by the County, in its absolute and sole discretion;

(2) Notify FGUA within five (5) days of County's receipt of any notification from any person, business, or agency, including but not limited to any agency of the state or a local government, of any existing or potential Environmental Law violation;

(3) Not transfer County Utility Funds to other County funds not related to the County System, not use County Utility Funds for activities not related to the Nassau Utility System, or otherwise encumber the County Utility Funds;

(4) Not make any material changes to the Nassau Utility System or the Purchased Assets without the prior written consent of FGUA, such consent not to be unreasonably withheld;

(5) Provide FGUA, or its designated agent(s), with access consistent with the County/FGUA Services Agreement to the business premises, Nassau Utility System, Purchased Assets, County's customer and operations books and records systems, employees, agents, or representatives, on reasonable advance notice and during normal weekday business hours;

(6) Notify FGUA within five (5) days of any event, activity or occurrence that has, or may have, a material adverse effect upon the Nassau Utility System or the Purchased Assets or this transaction;

(7) Not enter any contract, lease, certificate or agreement that materially and directly effects the Nassau Utility System or the Purchased Assets without the prior written consent of FGUA, such consent not to be unreasonably withheld;

(8) Develop with FGUA a transition plan to ensure the orderly transfer of assets and operations;

(9) Facilitate the reassignment or transfer from the County to FGUA of any cooperative funding agreement or proposed funding commitment from DEP as the Parties may deem advisable;

(10) Facilitate the reassignment or transfer from the County to FGUA of any grant agreements, or finalize any such grant agreements in process, such that funding provided under such grant agreements can be used by FGUA;

(11) Not enter any additional long- or short-term debt or other financial obligation related to the Nassau Utility System and not make any transfers from the County Utility Funds except to make debt service payments or to pay other Nassau Utility System obligations subject to FGUA approval;

(12) Provide for termination of any Nassau Utility System construction contracts, payment of all contractors, subcontractors and suppliers and release of all liens and notices of commencement of construction so that there is no construction work in progress, payments due, or claims on the Nassau Utility Systems at the time of the Closing other than as contemplated in the Capital Improvement Plan and mutually agreed to by the County and FGUA; and

(13) Provide FGUA such support and assistance as may reasonably be requested to advise and educate customers of the Nassau Utility System as to the reasons for and benefits of the transactions contemplated in this Purchase Agreement as well as the potential mandatory connection of customers in the former District to the new water and/or wastewater system being constructed to serve the American Beach community, including FGUA pursuit of low or no cost financing of the costs for such connections.

ii. As to FGUA, FGUA shall:

(1) Communicate and cooperate with the County staff and consultants in such manner and frequency as to facilitate mutual understanding and consent to the transfer of ownership contemplated in this Purchase Agreement;

(2) Cooperate with and participate in such meetings with County elected officials, customers of the Nassau Utility System, and other stakeholders as may be requested by County elected officials and staff to advise and educate the public as to the transactions and their benefits for the public and the environment;

(3) Continue to operate, manage and maintain the Nassau Utility System in the manner required under the County/FGUA Services Agreement;

(4) At all times conduct Nassau Utility System operations and services in a workmanlike manner consistent with FGUA's past services operating Nassau Utility Systems;

(5) Conduct public notice and hearings required by Florida law to establish that the transactions proposed in this Purchase Agreement are consistent with the public interest.

c. The risk of loss, injury, or destruction of the Nassau Utility System and Purchased Assets shall be on the County until the Closing date.

d. From the Effective Date until the Closing date, the County shall not, without the prior written consent of FGUA, accept any connection charges or other fees from developers, enter into any new developer agreements or modify any existing developer agreements. Copies of any proposed new or modified developer agreements shall be promptly delivered to FGUA and shall

not be signed by the County without prior written consent (electronic correspondences permitted) from FGUA, such consent not to be unreasonably withheld.

e. Prior to the Closing date, FGUA, in its discretion, may cause to be performed, at its sole expense, a Phase I Environmental Site Assessment (and subsequent Phase II, if necessary) ("ESA") of each parcel of Real Property owned by the County. If such ESA discloses the presence of any Hazardous Material or other Recognized Environmental Condition, the County shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon failure of the County to the situation, to perform such cleanup and remediation, prior to the Closing date, FGUA may elect to either (i) terminate this Purchase Agreement, in which event no Party shall have any liability to the other; or (ii) proceed to the Closing without abatement of the Purchase Price and without waiver or release from any obligation of FGUA set forth in this Purchase Agreement.

f. Not less than thirty (30) days prior to the Closing date the County shall finalize and certify to the FGUA: (i) cash balances in the County Utility Fund; and (ii) a determination of the amount to be paid to FGUA at Closing and the amount retained by the County to pay final Nassau Utility System payables (cumulatively the "Certification"). FGUA shall thereafter have ten (10) days to review the Certification and provide notice to the County that it accepts or rejects the information contained therein. In the event FGUA rejects the Certification, the Parties shall work together to reach agreement on the Certification. If agreement is reached on the Certification, the Parties will proceed to the Closing. If the Parties are unable to reach agreement on the Certification, FGUA shall have the right to terminate this Agreement with neither party having any further obligation to the other.

SECTION 9. Termination of Agreement.

a. This Purchase Agreement may be terminated by unanimous written consent of the Parties, or as provided in paragraphs b. and c. below.

b. FGUA may terminate this Purchase Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure of the County, in any material respect prior to the Closing date, to satisfy any conditions precedent to Closing or to comply with pre-Closing conduct and covenants contained in this Purchase Agreement;

ii. Any material breach of this Purchase Agreement by the County including, but not limited to, a material breach of any representation or warranty, if the County has not cured such breach within thirty (30) days after receipt of written notice from FGUA; provided, however, such breach must in any event be cured five (5) days prior to the Closing date unless the date for cure has been extended by FGUA, which extension by the FGUA may not be unreasonably withheld or denied;

iii. Any other basis for termination on behalf of FGUA otherwise set forth in this Purchase Agreement;

iv. FGUA is unable to obtain financing to pay the Purchase Price at the Closing on terms which permit FGUA to operate the Nassau Utility System in the manner contemplated in this Purchase Agreement (the "Acquisition Financing").

v. Entry of a final judgment adverse to FGUA in any proceeding instituted to validate bonds which may be issued in connection with the Acquisition Financing, or upon the filing of a notice of appeal from a final judgment validating bonds to be issued in connection with the Acquisition Financing.

vi. If FGUA exercises the right to terminate this Purchase Agreement, FGUA shall immediately notify the County in writing of such determination, with such notice setting forth in reasonable detail the basis upon which such determination was made. In that event, FGUA and County shall have no liabilities and no further obligations to each other under this Purchase Agreement.

c. County may terminate this Purchase Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure of the FGUA, in any material respect prior to the Closing date, to satisfy any of the conditions precedent to Closing;

ii. Any material breach of this Purchase Agreement by FGUA, including, but not limited to, a material breach of any representation or warranty, if FGUA has not cured such breach within thirty (30) days after notice from the County, provided, however, such breach must in any event be cured within five (5) days prior to the Closing date unless the date for cure has been extended by the County, which extension by the County may not be unreasonably withheld or denied; or

iii. Any other basis for termination on behalf of the County otherwise set forth in this Purchase Agreement.

d. Upon the occurrence of any of the bases for termination of this Purchase Agreement, the Party seeking to terminate this Purchase Agreement shall provide written notice of its termination of this Purchase Agreement to the other Party by delivering the notice of termination in the manner provided in Section 13.

e. Upon the termination of this Purchase Agreement, the following shall occur:

i. To the extent permitted by Florida law, each Party shall return all documents, including copies, in the possession, custody, or control of the Party or its agents and consultants to the other Party previously in possession of them. The Parties acknowledge that information shared between FGUA and the County, each of which are governmental entities, is subject to disclosure and retention requirements of the Florida public records laws;

ii. Each Party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Purchase Agreement;

iii. This Purchase Agreement shall forthwith become void and there shall be no liability on the part of FGUA and the County, or their respective governing body members, managers, officers, directors, employees, or contractors, other than as provided for herein.

SECTION 10. Closing.

a. The County and the FGUA shall use their best efforts to accomplish Closing of the sale of the Nassau Utility System to the FGUA simultaneously on the same day on or before September 4, 2025, unless extended by mutual agreement of the Parties, at a location mutually acceptable to both Parties (the "Closing").

b. At the Closing:

i. FGUA shall pay the Purchase Price as required under Section 3 of this Purchase Agreement, subject to any adjustments as provided for in this Purchase Agreement;

ii. The County shall deliver such documents and take such actions as are required to extinguish the Nassau Utility System Debt, which shall include any outstanding debt relating to the Nassau Utility System and the Purchased Assets;

iii. Title to the Real Property shall be conveyed to FGUA by Statutory Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to FGUA by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. The County shall further provide to FGUA such other instruments of conveyance as shall be, in the reasonable opinion of FGUA, its counsel and a title agent selected by FGUA, necessary to transfer the Nassau Utility System and Purchased Assets in accordance with this Purchase Agreement and, when necessary or desirable, in recordable form;

iv. The County shall deliver to FGUA the County Utility Funds which shall include all of the County's cash balances associated with the Nassau Utility System;

v. The County shall assign to FGUA its right, title and interest in those easements, licenses and Certificates identified in **Appendices "E" and "G"**;

vi. The County and FGUA shall enter an Assignment and Assumption Agreement with respect to (i) Developer Agreements identified in **Appendix "H"**, and (ii) Contracts and Leases identified in **Appendix "I,"** in which the County shall assign all right, title and interest of Assignor in the Developer Agreements and the Contracts and Leases, and FGUA shall assume except as otherwise set forth in this Purchase Agreement, the performance, obligations, duties and liabilities of Assignor under the Developer Agreements and the Contracts and Leases. Notwithstanding the foregoing, FGUA retains the option not to assume any Developer Agreements identified in **Appendix "H"**, Contracts and Leases identified in **Appendix "I,"** or any other agreements, contracts, or leases of any type which FGUA shall

determine, in its sole discretion, are not consistent with the ordinary business practices of FGUA or FGUA's best interest, in which event, however, County may elect to terminate this Purchase Agreement and refuse to close. FGUA shall notify the County of its intention not to assume any Developer Agreements identified in **Appendix "H,"** any Contracts and Leases identified in **Appendix "I,"** or any other agreements, contracts, or leases of any type no less than sixty (60) days prior to the Closing date.

vii. The County and FGUA shall have entered into Assignment and Assumption Agreements as may be required relative to any and all Nassau Utility System and existing outstanding indebtedness or obligations not otherwise paid or defeased as of the Closing, such as any FDEP State Revolving Loan Fund Agreements, FDEP/USEPA WIIN Grant Funds or SJRWMD Rural Economic Development Initiative (REDI) Grants, and the applicable governmental agency shall have consented, if necessary, to such assignment and assumption in writing.

viii. Ad valorem real and intangible personal property taxes, non-ad valorem assessments, association or CDD assessments, and any other real property taxes, if any apply, shall be prorated as of the Closing date and County shall be required to pay its pro rata share at the Closing. All other taxes, assessments, and regulatory fees, if any, accrued to or owed by the County as of or prior to the Closing date with respect to the Nassau Utility System and Purchased Assets shall remain the obligation of the County.

ix. Recording fees and transfer taxes (documentary stamp tax and intangibles tax) due, if any, at the recording of deeds and any other instruments necessary to deliver title to the FGUA shall be paid by the FGUA.

x. Connection Charges (including any plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by the County on or before the Closing date for units not yet actually receiving water or wastewater service shall be paid over to FGUA on the Closing date. Connection Charges paid after the Closing date shall be retained by FGUA. A schedule of Connection Charges paid to the County shall be updated by the County as of the Closing date and provided to FGUA at the Closing.

xi. All transfers required or necessary to carry out the intent and purpose of this Purchase Agreement as to the Nassau Utility System shall take place, unless waived or extended by mutual consent of the County and FGUA.

xii. The FGUA shall pay the fees of the FGUA's attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Purchase Agreement, and any documents associated with the Closing of the sale of the Nassau Utility System. The FGUA shall also pay the County's fees in connection with the negotiation, preparation and execution of this Purchase Agreement, and any documents associated with the Closing of the sale of the Nassau Utility System, including but not limited to such opinions rendered by County independent attorneys, engineers or financial experts, as referenced in Section 3 a. ii. above. The County shall provide documentation establishing the exact amount of such fees to be paid by FGUA at the Closing at least five (5) days prior to the Closing to permit these fees to be addressed in FGUA financing of the

transactions contemplated in this Purchase Agreement.

xiii. All bills for services, materials and supplies rendered in connection with the construction, operation, and maintenance of the Nassau Utility System prior to the Closing date, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing date shall be paid by the County. FGUA shall be responsible for all such costs and expenses incurred subsequent to the Closing.

xiv. FGUA shall assume the liability for customer deposits that are identified by the County and in the amount provided to FGUA by the County, and the County shall, by electronic transfer, transfer to FGUA all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits, through the Closing date.

xv. FGUA shall cooperate with the County prior to the Closing to notify and obtain the acknowledgment by the DEP that the Certificates and Settlement Agreement and all obligations, contracts, time schedules, potential penalties and other terms contained therein shall be assumed by, and be the sole responsibility of the FGUA as of the Closing date; and that the County shall bear no liability, responsibility or exposure of any type or kind associated with such Certificates or Settlement Agreement as of the Closing date. At the Closing, FGUA shall provide to the County such document as is necessary to establish and confirm that the DEP has been notified of the transaction proposed herein and the FGUA's assumption of all facets of the Certificates and Settlement Agreement.

xvi. The County and FGUA shall each deliver to the other Party a certificate in writing stating that the Party is not prohibited by decree or law from consummating the transaction contemplated hereby, that there is not pending on the Closing date any legal action or proceeding that hinders the ability of either Party to close the transaction, and that all warranties and representations of such Party contained in this Purchase Agreement are true and correct in all material respects as of the Closing date.

SECTION 11. Post-Closing.

a. The County and FGUA, after the Closing date shall, upon reasonable request of the other Party and at no cost to the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations in this Purchase Agreement or to comply with requirements of DEP or other relevant regulatory authorities.

b. The respective representations and warranties of the Parties contained in this Purchase Agreement, or any document delivered pursuant to this Purchase Agreement, shall survive the consummation of the Closing and continue for a period of twenty-four (24) months, and thereafter shall terminate. Any provision of this Purchase Agreement which, by its express terms, is intended to operate after Closing, such as capital improvement obligations as referenced herein, shall survive the Closing until such time as all requirements of such provision have been fully performed.

c. The County agrees that if any necessary waivers, consents or authorizations from third parties for the transfer of title to Real Property or assignment and assumption by the FGUA of any Certificates, rights, or contracts of any kind have not been obtained at or prior to the Closing, and FGUA waives its right to terminate this Purchase Agreement as provided in Section 9, or the Parties forego their right to extend the Closing date as provided in Section 10, the County shall, after the Closing date and at no cost to the FGUA, continue its efforts to obtain such waivers, consents or authorizations from third parties that have not been obtained as of the Closing date until such waivers, consents or authorizations are obtained, and title to the Real Property can be conveyed, or assignment and assumption can occur, or until transfer or title to such Real Property or assignment and assumption of such easements, agreements, and grant rights are no longer necessary in FGUA's sole discretion.

d. As of the Closing date, the FGUA shall be entitled to all billed and unbilled revenue for utility services rendered by the Nassau Utility System. In the event the County receives payment for utility services or funds of any kind related to the operation of the Nassau Utility System to which the FGUA is entitled hereunder, the County shall promptly endorse and otherwise turn over such funds to FGUA along with any information related to the customer or basis for payment.

e. The County and FGUA agree that the County shall have the right to re-acquire the Nassau Utility System from FGUA subject to the following conditions:

i. The County agrees that the FGUA shall own and operate the Nassau Utility System for no less than five (5) years from the Closing date before the County is eligible to exercise its right to re-acquire the Nassau Utility System.

ii. The FGUA agrees that the County may exercise its right to acquire the Nassau Utility System at a price equal to the net outstanding indebtedness plus all reasonable and verifiable expenses associated with the transfer of the Nassau Utility System by the FGUA to the County on the date of Closing by giving the FGUA 180 day's notice of its intent to do so. The County may exercise such right subject to the terms of acquisition permitted under then current federal tax regulations based on an opinion of the FGUA's bond counsel that such acquisition and terms of acquisition by the County will not, in itself, adversely affect the exclusion of interest on any outstanding debt related to the Nassau Utility System from the gross income of the holder thereof for federal income tax purposes. FGUA's bond funding documents shall be constructed in such manner that the bonds issued for purposes of consummating the acquisition referenced herein may either be assumed by the County at its Closing upon reacquisition of the assets hereunder consideration, as may be augmented from time to time beforehand, or that such bonds shall be callable on terms and conditions reasonably acceptable to the County and FGUA, prior to the FGUA's closing on the sale of bonds, the proceeds of which shall be utilized to consummate the transaction contemplated the FGUA purchase transaction contemplated in this Agreement.

iii. Upon election by the County to re-acquire the Nassau Utility System, the County and FGUA shall use best efforts to enter a purchase and sale agreement substantially identical hereto within ninety (90) days of notice to the FGUA of such election. The purchase and sale agreement shall provide for ownership transfer and the assignment or other conveyance by

the FGUA, and assumption or acceptance of such conveyance by the County of all rights and obligations pertaining to such ownership.

f. From and after the Closing date, to repay the County for prior cumulative investments into the Nassau Utility System, the FGUA shall make an annual payment to the County calculated based upon five percent (5%) of the sum of FGUA's monthly operating revenue for water, wastewater, and reclaimed water service each fiscal year deriving from the Nassau Utility System. The revenue shall not include Connection Charge revenue, capacity or impact fee revenue, or miscellaneous service charge revenue such as connect and re-connect charges, late fees or other such customer charges. Each annual payment shall be made by FGUA to the County on or before January 31 of each succeeding year for the prior fiscal year's revenue and such payment shall be accompanied by supporting documents as necessary to establish the accuracy of each payment. The County shall have the right to request additional supporting information or documents and to conduct an audit of the indicated FGUA revenue, at the County's expense. If the County exercises its right to reacquire the Nassau Utility System as described hereinabove, the annual payment referenced herein shall be prorated as of the Closing date and no further payments shall be paid by FGUA.

g. The County and the FGUA shall execute a membership interlocal agreement substantially in the form of the agreement attached as **Appendix "M"**.

SECTION 12. Indemnification.

a. To the extent permitted by Florida law and without waiving its sovereign immunity, County shall indemnify and hold harmless FGUA (including its governing body and members, officers, employees, and agents) from and against any and all claims, suits, actions, arbitrations, proceedings, investigations, judgments, deficiencies, losses, damages, settlements, liabilities and other expenses, including reasonable legal fees and other expenses of or resulting from:

i. Any error, inaccuracy, breach or misrepresentation in any of the representations, warranties, agreements or covenants made by or on behalf of the County in this Purchase Agreement;

ii. Any violation or breach by the County of, or default by the County in, the performance of its covenants and agreements in this Purchase Agreement;

iii. Except as may be limited by Section 2 a. hereinabove, any act or omission of the County, or any of its officers, employees, or agents occurring on or prior to the Closing date, any condition or circumstances existing in any of the Purchased Assets or with respect to the operation of the Nassau Utility System, or any claims concerning services provided by the County, as of the Closing date;

iv. The presence, release, remediation, or clean-up of, or exposure to, a regulated substance or other material located on, within or under the Purchased Assets at any time on or prior to the Closing date; and

v. Any debts, liabilities, or obligations of the County, direct or indirect, fixed,

contingent, or otherwise whether or not expressly assumed by FGUA including, but not limited to, funds transferred by the County to the FGUA to fund capital improvements, operating expenses and other purposes as set forth in this Purchase Agreement and any proceedings resulting therefrom initiated by the Internal Revenue Service or any State or federal agency.

b. To the extent permitted by Florida law and without waiving its sovereign immunity, FGUA shall indemnify and hold harmless the County (including its governing body and members, officers, employees, and agents) from and against any and all claims, suits, actions, arbitrations, proceedings, investigations, judgments, deficiencies, losses, damages, settlements, liabilities and other expenses including reasonable legal fees and other expenses of or resulting from:

i. Any error, inaccuracy, breach or misrepresentation in any of the representations, warranties, agreements or covenants made by or on behalf of the FGUA in this Purchase Agreement;

ii. Any violation or breach by FGUA of, or default by the FGUA in, the performance of its covenants and agreements in this Purchase Agreement;

iii. Any act or omission of FGUA, or any of its officers, employees, or agents occurring following the Closing date, any condition or circumstance developing in any of the Purchased Assets or with respect to the operation of the Purchased Assets, or any claims concerning services provided by FGUA, following the Closing date; and

iv. The presence, release, remediation, or clean-up of, or exposure to, a regulated substance or other material to or located on, within or under the Purchased Assets at any time by FGUA following the Closing date.

SECTION 13. General Provisions.

a. This Purchase Agreement, the Appendices hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the Parties and there are no other agreements or understandings, oral or written, with reference to this Purchase Agreement that are not merged into and superseded by this Purchase Agreement.

b. This Purchase Agreement is entered into solely for the benefit of the Parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

c. Any notice or other document required or permitted to be given pursuant to the provisions of this Purchase Agreement shall be in writing and shall be delivered personally, by recognized overnight courier, or sent by certified mail, postage prepaid, return receipt requested, or by electronic or facsimile transmission with written confirmation to the following:

i. If to County, such notice shall be delivered at:

Nassau County
Taco Pope, County Manager

Nassau County Administration Building
96135 Nassau Place
Yulee, FL 32097
tpope@nassaucountyfl.com

and

Denise May, Esq. County Attorney
Nassau County Administration Building
96135 Nassau Place
Yulee, FL 32097
dmay@nassaucountyfl.com

i. If to FGUA, such notice shall be delivered at:

FGUA System Manager
c/o Anser Advisory
Attn: Scott Towler, P.E.
Accenture Office
9400 Southpark Center Loop, Suite 400
Orlando, FL 32819
727-803-9257
scott.towler@anseradvisory.com

FGUA General Counsel
Howard E. Adams
Pennington, P.A.
P.O. Box 10095 (mail)
Tallahassee, FL 32302-2095
215 South Monroe St. (Delivery)
Second Floor
Tallahassee, FL 32301-1839
gene@penningtonlaw.com

FGUA Utility Counsel
c/o Nabors, Giblin & Nickerson, P.A.
Attn: Heather J. Encinosa, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
850-224-4070
hencinosa@ngn-tally.com

d. The headings used are for convenience only, and they shall be disregarded in the construction of this Purchase Agreement.

e. The drafting of this Purchase Agreement was a joint effort of the Parties, and in the interpretation hereof, it shall be assumed that no Party had any more input or influence than any other.

f. This Purchase Agreement and the rights of the Parties shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof.

g. If any one or more of the provisions of this Purchase Agreement is held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Purchase Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Purchase Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

h. Except as provided herein, no amendment or modification of this Purchase Agreement shall be binding upon the Parties unless evidenced in a writing signed by duly authorized officers of each Party. Any waiver on the part of either Party of any provision or condition of this Purchase Agreement must be in a writing signed by the Party to be bound by such waiver.

i. The Appendices referred to in this Purchase Agreement are incorporated herein by reference.

j. Except as provided for herein, this Purchase Agreement may not be assigned without the prior written consent of the non-assigning Party which consent may not be unreasonably withheld or denied. If properly assigned, this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. Notwithstanding the foregoing, FGUA may collaterally assign its rights hereunder to any financial institution providing financing in connection with the transactions contemplated hereby.

k. For the purposes of this Purchase Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.

l. Each Party to this Purchase Agreement expressly retains all rights, benefits, and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any section of this Purchase Agreement to the contrary, nothing in this Purchase Agreement shall be deemed as a waiver of immunity or the limits of liability of either Party beyond any statutory limited waiver of immunity or limits of liability which may have been enacted by the Florida Legislature or may be enacted by the Florida Legislature. Nothing in this Purchase Agreement shall inure to the benefit of any third party for the purposes of allowing any claim against the County or FGUA which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

m. The Parties acknowledge and agree that all documents related to this Purchase Agreement are subject to the provisions of Chapter 119, Florida Statutes. Such documents shall be available for inspection and copying upon request and/or payment of any reasonable expenses

associated therewith.

n. The Parties acknowledge and agree that they have complied with the requirements of Florida Statutes, Chapters 125, 163, and 189 in exercising their home rule or statutory powers in executing this Purchase Agreement. The Parties agree that this Purchase Agreement is valid, binding, and enforceable, and each Party warrants that it has the requisite power and authority to be bound by the terms hereof. The Parties agree that they shall not challenge in any administrative or judicial forum the validity or enforceability of this Purchase Agreement.

o. Venue for all lawsuits involving any dispute, controversy, or claim arising out of or in connection with this Purchase Agreement shall be brought in Nassau County, Florida.

p. The FGUA shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Purchase Agreement from any funds except from the net revenues realized by the FGUA after the Closing from its ownership and operation of the Nassau Utility System. As to matters relating to pre-Closing activities of its consultants and agents, FGUA shall require that adequate insurance is in place to protect County from any property damage or personal injury as may be caused by the consultants and agents during such pre-Closing period. It is further agreed between the FGUA and County that this Purchase Agreement and any obligations arising in connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Nassau Utility System or any other property or utility system owned or operated by FGUA, or any governmental member of the Florida Governmental Utility Authority.

q. This Purchase Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement. The Parties agree that a photocopy of a signature and/or an electronic signature are acceptable as original signatures of the respective Parties as allowed by applicable law and that the transmission by one party to another party is an express representation that the photocopied or electronic signature of the transmitting party is an exact copy of the party's signature and that such signature is valid and binding upon the transmitting party and is deemed to be an original signature.

r. In Pari Materia. Each provision in this Purchase Agreement is to be read in concert, each with the other, such that a provision under one heading shall be applicable to any other.

s. FGUA AND COUNTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PURCHASED ASSETS, THE NASSAU UTILITY SYSTEM, THE DISTRICT SYSTEM AND/OR THIS PURCHASE AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PURCHASE AGREEMENT AND/OR THE PURCHASED ASSETS, OR ANY DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO EITHER DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FGUA AND THE COUNTY ENTERING INTO THIS PURCHASE AGREEMENT.

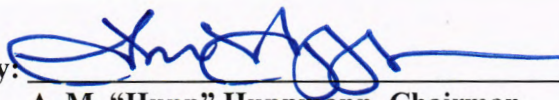
SECTION 14. Effective Date. The "Effective Date" shall be the date that the last Party authorizes by its official action the execution of this Purchase Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Board of County Commissioners of Nassau County, as the governing board of Nassau County, Florida has caused this Interlocal Agreement for the Purchase and Sale of Utility Assets to be executed and delivered this 25th day of August, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, as the governing
board of Nassau County, Florida**

By: _____

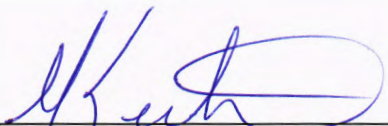


A. M. "Hupp" Huppmann, Chairman

ATTEST:

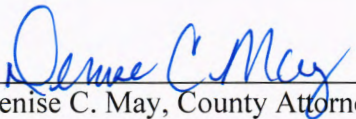
MITCH L. KEITER, Clerk

By: _____



~~Deputy Clerk~~ Mitch L. Keiter, Ex-Officio Clerk

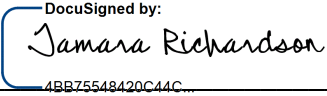
Approved as to form and legality:



Denise C. May, County Attorney

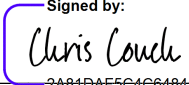
IN WITNESS WHEREOF, the Florida Governmental Utility Authority has caused this Interlocal Agreement for the Purchase and Sale of Utility Assets to be executed and delivered this ____ day of _____, 2025.

**FLORIDA GOVERNMENTAL
UTILITY AUTHORITY**

By: 

Tamara Richardson, P.E., Chair

ATTEST:



Secretary-Treasurer

APPENDIX "A"

SETTLEMENT AGREEMENT

(See following page[s])



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 14, 2020

Sent electronically to: mmullin@nassaucountyfl.com

Mr. Michael Mullin, County Manager
Nassau County
96135 Nassau Place, Suite 6
Yulee, Florida 32097

SUBJECT: Department of Environmental Protection v. Nassau Amelia Utilities WWTF
OGC File No. 20-0714
Facility ID No. FLA011688
Nassau County

Dear Mr. Mullin:

Enclosed is a copy of the executed Settlement Agreement to resolve Case Number 20-0714. The effective date of this Agreement is August 14, 2020, and all timeframes will be referenced from this date.

As a reminder, a Settlement Agreement is a binding legal document and was voluntarily entered into by both parties.

Should you have any questions concerning the Settlement Agreement, please contact Chris Azcuy, at Chris.Azcuy@FloridaDEP.gov, or by phone at (904) 256-1529. Your continued cooperation in the matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "James R. Maher".

James R. Maher, PE
Assistant Director

Enclosure: Executed Consent Order

ec: FDEP-OGC: Lea Crandall, Agency Clerk
FDEP-NED: Chris Azcuy, Arlene Wilkinson, DEP_NED
Sam Cain, scain@govmserv.com
William Fontaine, wfontaine@govmserv.com



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

July 23, 2020

Sent electronically to: mmullin@nassaucountyfl.com

Mr. Michael Mullin, County Manager
Nassau County
96135 Nassau Place, Suite 6
Yulee, Florida 32097

SUBJECT: Department of Environmental Protection v. Nassau Amelia Utilities WWTF
OGC File No. 20-0714
Facility ID No. FLA011688
Nassau County

Dear Mr. Mullin,

Enclosed is the revised Settlement Agreement to resolve the issues in the subject OGC File. Please review the revised Settlement Agreement and, if you find it acceptable, sign and return the original document to this office within 14 days of receipt.

If you wish to modify the revised Settlement Agreement, please respond to this office in writing within 14 days, explaining your concerns including any proposed changes.

If you have any questions concerning the revised Settlement Agreement, please contact Chris Azcuy, at (904) 256-1529, or at Chris.Azcuy@FloridaDEP.gov. Your continued cooperation in the matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "James R. Maher".

James R. Maher, PE
Assistant Director

cc: FDEP-NED: Chris Azcuy, Herndon Sims, Matthew Kershner, Monique Jordan, DEP_NED
Sam Cain, scain@govmserv.com
William Fontaine, wfontaine@govmserv.com

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 20-0714
	)	
NASSAU AMELIA UTILITIES	)	
_____	)	

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between the State of Florida Department of Environmental Protection (Department) and Nassau Amelia Utilities (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (Fla. Stat.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (Fla. Admin. Code). The Department has jurisdiction over the matters addressed in this Agreement.

2. Respondent is a person within the meaning of Section 403.031(5), Fla. Stat.

3. Respondent is the owner and is responsible for the operation of the Nassau Amelia Utilities Wastewater Treatment Facility (WWTF), an existing 0.950 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity two-stage advanced secondary activated sludge domestic WWTF with biological nutrient removal (BNR) (Facility). The Facility is operated under Wastewater Permit No. FLA011688 (Permit), which was issued on June 4, 2014 and expired on June 3, 2019. The Facility is located at 5390 First Coast Highway, Fernandina Beach, Florida 32034-5422, and further identified by Nassau County Property Appraiser Parcel ID No. 14-2N-28-0000-0009-0010 (Property). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:

a) Between October 2018 and June 2020, the Facility exceeded the effluent and groundwater limits of its Permit in violation of Rules 62-600.410(1) and 62-550.320(1), Fla. Admin. Code, and Section 403.161(1)(b), Fla. Stat.

The Department acknowledges that location MWC-7 – which the Respondent intends to relocate in the future – is frequently inundated during significant rainfall events and storm surges, but the exceedances at MWC-7 are noted below. Effluent quality was out of compliance from October 2018 to December 2019 for Fecal Coliform (Single Sample and Percent Less than Detection) and during April 2020 for Total Suspended Solids; and groundwater quality was out of compliance from December 2018 to June 2020 for Total Dissolved Solids, Chloride, Total Recoverable Sodium, and pH, as shown in Tables 1 through 6, below:

Table 1: Total Dissolved Solids Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2020	MWC-2	Solids, Total Dissolved	944	500	mg/L	MB - Maximum
3/31/2020	MWC-2	Solids, Total Dissolved	1050	500	mg/L	MB – Maximum
12/31/2019	MWC-2	Solids, Total Dissolved	1020	500	mg/L	MB – Maximum
9/30/2019	MWC-2	Solids, Total Dissolved	1080	500	mg/L	MB – Maximum
6/30/2019	MWC-2	Solids, Total Dissolved	1150	500	mg/L	MB – Maximum
3/31/2019	MWC-2	Solids, Total Dissolved	1130	500	mg/L	MB - Maximum
12/31/2018	MWC-2	Solids, Total Dissolved	1090	500	mg/L	MB - Maximum
6/30/2020	MWC-3	Solids, Total Dissolved	920	500	mg/L	MB - Maximum
3/31/2020	MWC-3	Solids, Total Dissolved	974	500	mg/L	MB – Maximum
12/31/2019	MWC-3	Solids, Total Dissolved	974	500	mg/L	MB – Maximum
9/30/2019	MWC-3	Solids, Total Dissolved	1110	500	mg/L	MB – Maximum
6/30/2019	MWC-3	Solids, Total Dissolved	1120	500	mg/L	MB – Maximum
3/31/2019	MWC-3	Solids, Total Dissolved	1100	500	mg/L	MB - Maximum
12/31/2018	MWC-3	Solids, Total Dissolved	852	500	mg/L	MB - Maximum
6/30/2020	MWC-4	Solids, Total Dissolved	826	500	mg/L	MB - Maximum
3/31/2020	MWC-4	Solids, Total Dissolved	908	500	mg/L	MB – Maximum
12/31/2019	MWC-4	Solids, Total Dissolved	1030	500	mg/L	MB – Maximum
9/30/2019	MWC-4	Solids, Total Dissolved	1020	500	mg/L	MB – Maximum

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6/30/2019	MWC-4	Solids, Total Dissolved	1130	500	mg/L	MB – Maximum
3/31/2019	MWC-4	Solids, Total Dissolved	1100	500	mg/L	MB - Maximum
12/31/2018	MWC-4	Solids, Total Dissolved	1220	500	mg/L	MB - Maximum
6/30/2020	MWC-5	Solids, Total Dissolved	782	500	mg/L	MB - Maximum
3/31/2020	MWC-5	Solids, Total Dissolved	557	500	mg/L	MB – Maximum
12/31/2019	MWC-5	Solids, Total Dissolved	552	500	mg/L	MB – Maximum
9/30/2019	MWC-5	Solids, Total Dissolved	804	500	mg/L	MB – Maximum
6/30/2019	MWC-5	Solids, Total Dissolved	796	500	mg/L	MB – Maximum
3/31/2019	MWC-5	Solids, Total Dissolved	640	500	mg/L	MB - Maximum
6/30/2020	MWC-7	Solids, Total Dissolved	836	500	mg/L	MB - Maximum
3/31/2020	MWC-7	Solids, Total Dissolved	890	500	mg/L	MB – Maximum
12/31/2019	MWC-7	Solids, Total Dissolved	896	500	mg/L	MB – Maximum
9/30/2019	MWC-7	Solids, Total Dissolved	986	500	mg/L	MB – Maximum
6/30/2019	MWC-7	Solids, Total Dissolved	786	500	mg/L	MB – Maximum
3/31/2019	MWC-7	Solids, Total Dissolved	1170	500	mg/L	MB - Maximum
12/31/2018	MWC-7	Solids, Total Dissolved	1080	500	mg/L	MB - Maximum

Table 2: Chloride Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2020	MWC-2	Chloride (as Cl)	349	250	mg/L	MB - Maximum
3/31/2020	MWC-2	Chloride (as Cl)	418	250	mg/L	MB – Maximum
12/31/2019	MWC-2	Chloride (as Cl)	403	250	mg/L	MB – Maximum
9/30/2019	MWC-2	Chloride (as Cl)	397	250	mg/L	MB – Maximum
6/30/2019	MWC-2	Chloride (as Cl)	475	250	mg/L	MB – Maximum
3/31/2019	MWC-2	Chloride (as Cl)	459	250	mg/L	MB - Maximum
12/31/2018	MWC-2	Chloride (as Cl)	470	250	mg/L	MB - Maximum

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6/30/2020	MWC-3	Chloride (as Cl)	317	250	mg/L	MB - Maximum
3/31/2020	MWC-3	Chloride (as Cl)	288	250	mg/L	MB – Maximum
12/31/2019	MWC-3	Chloride (as Cl)	358	250	mg/L	MB – Maximum
9/30/2019	MWC-3	Chloride (as Cl)	458	250	mg/L	MB – Maximum
6/30/2019	MWC-3	Chloride (as Cl)	471	250	mg/L	MB – Maximum
3/31/2019	MWC-3	Chloride (as Cl)	459	250	mg/L	MB - Maximum
12/31/2018	MWC-3	Chloride (as Cl)	342	250	mg/L	MB - Maximum
6/30/2020	MWC-4	Chloride (as Cl)	286	250	mg/L	MB - Maximum
3/31/2020	MWC-4	Chloride (as Cl)	331	250	mg/L	MB – Maximum
12/31/2019	MWC-4	Chloride (as Cl)	393	250	mg/L	MB – Maximum
9/30/2019	MWC-4	Chloride (as Cl)	380	250	mg/L	MB – Maximum
6/30/2019	MWC-4	Chloride (as Cl)	455	250	mg/L	MB – Maximum
3/31/2019	MWC-4	Chloride (as Cl)	437	250	mg/L	MB - Maximum
12/31/2018	MWC-4	Chloride (as Cl)	524	250	mg/L	MB - Maximum
9/30/2019	MWC-5	Chloride (as Cl)	263	250	mg/L	MB – Maximum
6/30/2019	MWC-5	Chloride (as Cl)	253	250	mg/L	MB – Maximum
3/31/2019	MWC-7	Chloride (as Cl)	316	250	mg/L	MB - Maximum
12/31/2018	MWC-7	Chloride (as Cl)	347	250	mg/L	MB - Maximum

Table 3: Total Recoverable Sodium Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2020	MWC-2	Sodium, Total Recoverable	224	160	mg/L	MB - Maximum
3/31/2020	MWC-2	Sodium, Total Recoverable	313	160	mg/L	MB – Maximum
12/31/2019	MWC-2	Sodium, Total Recoverable	279	160	mg/L	MB – Maximum
9/30/2019	MWC-2	Sodium, Total Recoverable	297	160	mg/L	MB – Maximum
6/30/2019	MWC-2	Sodium, Total Recoverable	314	160	mg/L	MB – Maximum

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3/31/2019	MWC-2	Sodium, Total Recoverable	303	160	mg/L	MB - Maximum
12/31/2018	MWC-2	Sodium, Total Recoverable	251	160	mg/L	MB - Maximum
6/30/2020	MWC-3	Sodium, Total Recoverable	209	160	mg/L	MB - Maximum
3/31/2020	MWC-3	Sodium, Total Recoverable	313	160	mg/L	MB – Maximum
12/31/2019	MWC-3	Sodium, Total Recoverable	288	160	mg/L	MB – Maximum
9/30/2019	MWC-3	Sodium, Total Recoverable	317	160	mg/L	MB – Maximum
6/30/2019	MWC-3	Sodium, Total Recoverable	314	160	mg/L	MB – Maximum
3/31/2019	MWC-3	Sodium, Total Recoverable	283	160	mg/L	MB - Maximum
12/31/2018	MWC-3	Sodium, Total Recoverable	206	160	mg/L	MB - Maximum
6/30/2020	MWC-4	Sodium, Total Recoverable	188	160	mg/L	MB - Maximum
3/31/2020	MWC-4	Sodium, Total Recoverable	242	160	mg/L	MB – Maximum
12/31/2019	MWC-4	Sodium, Total Recoverable	280	160	mg/L	MB – Maximum
9/30/2019	MWC-4	Sodium, Total Recoverable	286	160	mg/L	MB – Maximum
6/30/2019	MWC-4	Sodium, Total Recoverable	334	160	mg/L	MB – Maximum
3/31/2019	MWC-4	Sodium, Total Recoverable	313	160	mg/L	MB - Maximum
12/31/2018	MWC-4	Sodium, Total Recoverable	346	160	mg/L	MB - Maximum
3/31/2020	MWC-7	Sodium, Total Recoverable	171	160	mg/L	MB – Maximum
9/30/2019	MWC-7	Sodium, Total Recoverable	182	160	mg/L	MB – Maximum
6/30/2019	MWC-7	Sodium, Total Recoverable	202	160	mg/L	MB – Maximum
3/31/2019	MWC-7	Sodium, Total Recoverable	199	160	mg/L	MB - Maximum
12/31/2018	MWC-7	Sodium, Total Recoverable	212	160	mg/L	MB - Maximum

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Table 4: pH Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2019	MWC-2	pH	6.4	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-2	pH	6.2	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-3	pH	6.2	6.5-8.5	s.u.	RG - Range
6/30/2019	MWC-5	pH	6.3	6.5-8.5	s.u.	RG - Range
3/31/2019	MWC-5	pH	6.2	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-5	pH	6.2	6.5-8.5	s.u.	RG - Range

Table 5: Fecal Coliform Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
12/31/2019	EFA-1	Coliform, Fecal, % less than detection	59.1	75	percent	TM – Minimum Total Monthly
11/30/2019	EFA-1	Coliform, Fecal, % less than detection	57.1	75	percent	TM – Minimum Total Monthly
10/31/2019	EFA-1	Coliform, Fecal, % less than detection	52.2	75	percent	TM – Minimum Total Monthly
12/31/2018	EFA-1	Coliform, Fecal, % less than detection	66.7	75	percent	TM – Minimum Total Monthly
11/30/2018	EFA-1	Coliform, Fecal, % less than detection	54.5	75	percent	TM – Minimum Total Monthly
10/31/2018	EFA-1	Coliform, Fecal, % less than detection	56.5	75	percent	TM – Minimum Total Monthly
10/31/2019	EFA-1	Coliform, Fecal	170	25	#/100mL	MB – Maximum
11/20/2018	EFA-1	Coliform, Fecal	37	25	#/100mL	MB – Maximum
10/31/2018	EFA-1	Coliform, Fecal	160	25	#/100mL	MB – Maximum

Table 6: Total Suspended Solids Exceedances

Date	Location	Description	Result	Limit	Units	Statistical Base
4/30/2020	EFB-1	Solids, Total Suspended	8.8	5	mg/L	MB – Maximum

b) Between October 31, 2018 and March 12, 2020, Respondent reported four (4) sanitary sewer overflows (SSOs). The individual SSOs are listed in Table 7 below. The SSOs were from manholes and lift stations located in several parts of the Respondent's utility system. When appropriate, Respondent limed the areas, sampled impacted water bodies, and placed public notice signs near the areas affected by the spills. The total amount of spilled wastewater reported for these four (4) SSOs was approximately 1,300 gallons.

Table 7: Sanitary Sewer Overflows

Item No.	Date	Spill Location	Affected Area	Volume Spilled (gallons)
1	10/31/2018	Lift Station #27: Marsh Point Road	Roadside	< 100
2	11/16/2018	Manhole south of 63 Sea Marsh Road	Drainage Ditch	900
3	7/2/2019	Lift Station #27: Marsh Point Road	Manholes & Roadside	< 100
4	3/12/2020	Manhole on Scott Road off Amelia Island Parkway	Dry Retention Pond & Driveway Area	200

Each of the discharges listed in Table 7 is a violation of Rule 62-604.130(1), Fla. Admin. Code, which prohibits the release of sewage without providing proper treatment approved by the Department. The Department further finds that each discharge is also a violation of Section 403.161(1)(a), Fla. Stat.

c) Before the execution of this Settlement Agreement, the Respondent successfully completed the following:

1. Corrected fecal coliform exceedances through a revised sampling protocol implemented by the Facility, and as a result there have not been any reported single sample exceedances since October 31, 2019.
2. Ensured that the reported sanitary sewer overflows did not impact surface waters, and the proper spill protocol was completed by the Facility in a timely manner.
3. An application to renew the wastewater treatment facility permit was submitted on December 26, 2018. The Permit was administratively extended due to additional information requested by the Department's permitting section.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) **Within 30 days of the effective date of this Agreement,** Respondent shall retain the services of a professional engineer, registered in the State of Florida, to accomplish all of the requirements of subparagraphs (b)-(h).

b) **Within 180 days of the execution date of this Agreement,** Respondent shall perform and complete a lift station/infiltration and inundation/groundwater study.

c) **Within 270 days of the execution date of this Agreement,** Respondent shall submit the results of the lift station/infiltration and inundation/groundwater study. This shall include a corrective action plan that includes the proposed corrective actions that will need to be taken by the Respondent to address the groundwater and effluent exceedances, as well as any modifications of the Facility, effluent disposal system, and collection system (Plan). This Plan shall also include the estimated time of completion for the proposed corrective actions and the estimated costs borne by the Respondent for implementation of the proposed corrective actions. The Department shall review the Plan and provide the Respondent with its findings within 30 days of receiving the Plan. The Department may request revisions in writing to the Plan or request additional information until the Plan is deemed sufficient and approved by the Department for the purpose of correcting any deficiencies. The Respondent shall reply in writing to any Department requests for revision or additional information within 30 days of receipt.

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Any modifications or repairs of the Facility, effluent disposal system, and collection systems shall ensure the Facility and effluent disposal system will function in full and consistent compliance with all applicable rules of the Department.

d) Upon Department written approval, the Plan shall be incorporated herein and made a part of this Agreement and Respondent shall implement the proposed corrective actions pursuant to the schedule in the approved Plan.

e) If a permit is required to construct any proposed modifications included in the Plan required under subparagraph (c), such permit application **shall be submitted no later than 30 days after the Department's written approval of the Plan.**

f) In the event the Department requires additional information to process the permit application described in subparagraph (e) of this paragraph, Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

g) Overseeing the construction of any modifications to the Facility, effluent disposal system, or collection system.

h) Submitting to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit.

6. **Every calendar quarter after the effective date of this Agreement,** Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Agreement, information as to compliance or noncompliance with the applicable requirements of this Agreement including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work to be performed pursuant to this Agreement during the 12-month period which will follow the report. These reports shall be submitted to the Department on the last Friday of the month following each quarter. The reports will be due: July 31, 2020, October 30, 2020, January 29, 2021, April 30, 2021, July 30, 2021, October 29, 2021, January 28, 2022, April 29, 2022 (to be continued accordingly if the schedule included in the Plan submitted pursuant to Paragraph 5(c) above is greater than 2 years).

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7. **No later than 2 years from the execution date of this Agreement, or in accordance with the schedule included in the Plan submitted pursuant to Paragraph 5(c) above if greater than 2 years,** all proposed corrective actions shall be completed by the Respondent and a final report shall be submitted to the Department for review.

8. All written correspondence shall be sent by email to DEP_NED@FloridaDEP.gov, cc: Herndon.Sims@FloridaDEP.gov, or by mail to FDEP-Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

9. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraphs 5-7 **no later than 2 years after the effective date of this Agreement, or in accordance with the schedule included in the Plan submitted pursuant to Paragraph 5(c) above if greater than 2 years**, and be in full compliance with Chapters 62-4, 62-600, 62-620, and 62-621, Fla. Admin. Code, regardless of any intervening events or alternative time frames imposed in this Agreement other than those excused delays agreed to by the Department, as described in Paragraph 18.

10. **Within 30 days of the effective date of this Agreement,** Respondent shall pay the Department \$7,500.00 in settlement of the regulatory matters addressed in this Agreement. This amount includes \$7,000.00 for administrative penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Agreement. The administrative penalties are apportioned as follows: \$2,000.00 for effluent quality exceedances that do not result in surface water quality violations per Rule 62-600.410(1), Fla. Admin. Code, \$5,000.00 for effluent quality exceedances that do result in groundwater quality violations per Rule 62-550.320(1), Fla. Admin. Code.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5-9 of this Agreement. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in Paragraph 12, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Agreement. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 10 of this Agreement.

12. Respondent shall make all payments required by this Agreement by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Agreement and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this Agreement is final, effective, and filed with the Clerk of the Department before ability to make online payment is available.

13. Except as otherwise provided, all submittals and payments required by this Agreement shall be sent to the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

14. In lieu of making cash payment of \$7,000.00 in administrative penalties as set forth in Paragraph 10 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Agreement or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$10,500.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Settlement Agreement. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Settlement Agreement. If Respondent elects to implement an in-kind project shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

15. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Agreement remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Agreement that no Prohibited Transfer

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has occurred. In the event of any Prohibited Transfer, the in-kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the in-kind project.

16. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Agreement and the rules and statutes administered by the Department.

17. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Agreement have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Agreement with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Agreement.

18. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Agreement, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any.

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Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

19. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Agreement, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Agreement. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Agreement.

20. This Agreement is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Agreement does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

21. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Agreement.

22. Respondent is fully aware that a violation of the terms of this Agreement may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation, and criminal penalties.

23. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Agreement. Respondent also acknowledges and waives its right to appeal the terms of this Agreement pursuant to section 120.68, Fla. Stat.

24. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Agreement will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

25. The terms and conditions set forth in this Settlement Agreement may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat.. Failure to comply with the terms of this Agreement constitutes a violation of section 403.161(1)(b), Fla. Stat.

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26. This Settlement Agreement is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat.. Upon the timely filing of a petition, this Settlement Agreement will not be effective until further order of the Department.

27. Respondent shall publish the following notice in a newspaper of daily circulation in Nassau County, Florida. The notice shall be published one time only within 14 days of the effective date of the Agreement. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF SETTLEMENT AGREEMENT

The Department of Environmental Protection (Department) gives notice of agency action of entering into a Settlement Agreement with NASSAU AMELIA UTILITIES, pursuant to section 120.57(4), Florida Statutes (Fla. Stat.): The Settlement Agreement addresses multiple sanitary sewer overflows and effluent/groundwater exceedances at the wastewater treatment facility located at 5390 First Coast Highway, Fernandina Beach, Florida, 32034-5422. The Settlement Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

Persons who are not parties to this Settlement Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Fla. Stat. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Settlement Agreement means that the Department's final action may be different from the position it has taken in the Settlement Agreement.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Settlement Agreement;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Settlement Agreement;
- d) A statement of when and how the petitioner received notice of the Settlement Agreement;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Settlement Agreement;

FDEP vs. Nassau Amelia Utilities
Settlement Agreement, OGC File No. 20-0714
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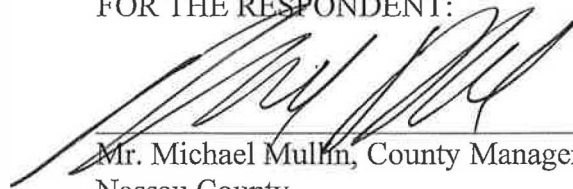
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Settlement Agreement; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Settlement Agreement.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Florida Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Fla. Stat. Before the deadline for filing a petition, a person whose substantial interests are affected by this Settlement Agreement may choose to pursue mediation as an alternative remedy under section 120.573, Fla. Stat. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Fla Stat. and Rule 62-110.106(12), Florida Administrative Code.

28. Rules referenced in this Agreement are available at:

<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:



Mr. Michael Mullin, County Manager
Nassau County

8-12-20

Date

FDEP vs. Nassau Amelia Utilities
Settlement Agreement, OGC File No. 20-0714
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FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 14th day of August 2020, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Gregory J. Strong
District Director
Northeast District

Filed, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

August 14, 2020

Date

Copies furnished to:

Lea Crandall, Agency Clerk, Mail Station 35 (executed copy)
Kirk S. White, Deputy General Counsel Litigation (executed copy)
Kathryn E. Lewis, Assistant General Counsel (executed copy)
Arlene Wilkinson, Alisha Simpson, FDEP – Jacksonville (executed copy)
Christopher Azcuy, Herndon Sims, FDEP – Jacksonville (executed copy)
Adrienne Pennington, Mike Tanski, FDEP – Tallahassee (executed copy)

FDEP vs. Nassau Amelia Utilities
Settlement Agreement, OGC File No. 20-0714
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Exhibit A

In-Kind Projects

I. **Introduction**

Proposal

a. **Within 60 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable,** Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Settlement Agreement

OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

FDEP vs. Nassau Amelia Utilities
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Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____ 2020, by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby
testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of
Respondent) budget and finances. During the twelve month period immediately preceding the
notary date on this Certification, there has not been any transfer or use of funds obtained by the
_____ (print or type name of Respondent) from the collection of sewer rates for any
purpose not related to the management, operation, or maintenance of the Sewer System or to any
capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including
the possibility of fine and imprisonment for knowingly submitting false information in this
certification.

FDEP vs. Nassau Amelia Utilities
Settlement Agreement, OGC File No. 20-0714
Page 20 of 22

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____ 2020, by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in Paragraph 10 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in Paragraph 10 above, within 30 days of Department notice.

FDEP vs. Nassau Amelia Utilities
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f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph 2(a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,000.00 administrative penalty, no additional penalties shall be assessed under Paragraph 11 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice.

FDEP vs. Nassau Amelia Utilities
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If the in-kind penalty project is terminated and Respondent timely remits the \$7,000.00, no additional penalties shall be assessed under Paragraph 11 for failure to complete the requirements of this paragraph.

APPENDIX "B"

CAPITAL IMPROVEMENT PLAN

(See following page[s])

Table 7

Florida Governmental Utility Authority
Nassau County Evaluation

Summary of Capital Improvement Projects - Fiscal Years 2025 to 2030

No.	Description	Type	Estimated Funding Sources	Fiscal Year Ending September 30,						Total
				2025	2026	2027	2028	2029	2030	
County CIP - Initial FY25 Budget										
1	Aged Meter Replacements	w	R&R Fund	\$ 37,500	\$ 87,500	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
2	Phase 1: Improve Sulfide Removal (forced Draft Aeration with scrubber) - Odor Control Unit	w	FGUADebt5	-	-	-	-	-	300,000	300,000
3	South End Looping	w	R&R Fund	-	-	-	-	100,000	-	100,000
4	Drill Production Well at Booster Pump Station	w	R&R Fund	-	-	-	300,000	-	-	300,000
5	Additional Ground Storage Tank (750,000 Gal)	w	FGUADebt5	-	-	-	1,250,000	-	-	1,250,000
6	Replace the WTP instrumentation and Motor Control Center	w	R&R Fund	-	-	-	350,000	-	-	350,000
7	Replace AC piping with PVC, program	w	FGUADebt5	-	-	-	-	-	500,000	500,000
8	Phase 2: Install treatment process to reduce disinfection byproducts, water hardness, TOC ove	w	FGUADebt5	-	-	-	500,000	2,500,000	-	3,000,000
9	Sewer line improvements and upgrades throughout the system program	ww	R&R Fund	-	-	-	333,333	333,333	333,333	1,000,000
10	Sewer line improvements & upgrades throughout the system program (Immediate Deficiency)	ww	FGUADebt4	-	-	-	666,667	666,667	666,667	2,000,000
11	Sewer line improvements & upgrades throughout the system program (Immediate Deficiency)	ww	R&R Fund	-	-	-	-	-	-	-
12	Convert lift stations into submersible lift stations program (2 per year).	ww	FGUADebt4	-	-	-	-	783,333	-	783,333
13	Convert lift stations into submersible lift stations program (2 per year).	ww	FGUADebt4	-	-	-	-	1,566,667	-	1,566,667
14	Rehab Plant Lift Station	ww	R&R Fund	175,000	-	-	-	-	-	175,000
15	Chlorine contact tank repairs	ww	R&R Fund	220,000	-	-	-	-	-	220,000
16	Replace or repair existing reject pond liner	ww	R&R Fund	-	-	-	-	-	750,000	750,000
17	Rehab and coat the aerobic digester to extend the life of the structure.	ww	R&R Fund	-	-	400,000	-	-	-	400,000
18	Execute electrical design of Instrumentation replacement and provide SCADA system to moder	ww	R&R Fund	-	-	-	-	150,000	635,000	785,000
19	Rehab the existing pond to prevent erosion and restore the pond bottom elevations	ww	FGUADebt4	-	-	-	1,240,000	-	-	1,240,000
20	WWTP Plant Modifications	ww	R&R Fund	-	-	-	-	900,000	-	900,000
21	Odor Control	ww	FGUADebt4	-	-	-	100,000	550,000	-	650,000
22	LS 27 Conversion (Settlement Agreement)	ww	Operating Fund	20,375	-	-	-	-	-	20,375
23	Rehabilitate complete reclaimed water pump station	ww	FGUADebt4	-	-	-	140,000	-	-	140,000
24	Addition to existing office building at NAU's plant site	ww	R&R Fund	-	-	65,110	317,890	-	-	383,000
25	Influent Bar Replacement	ww	R&R Fund	-	26,250	148,750	-	-	-	175,000
26	Install Master Meter at Reclaimed Pump Station	ww	R&R Fund	18,750	106,250	-	-	-	-	125,000
27	Additional Chlorine Contact Tank Capacity	ww	R&R Fund	22,500	127,500	-	-	-	-	150,000
28	NAU Fire Hydrant replacement program (Annually)	w	R&R Fund	40,000	40,000	40,000	40,000	40,000	-	200,000
29	Amelia Island WTP Booster Pump Modification Project	w	Operating Fund	346,775	-	-	-	-	-	346,775
30	Total County CIP			\$ 880,900	\$ 387,500	\$ 778,860	\$ 5,362,890	\$ 7,715,000	\$ 3,310,000	\$ 18,435,150
Additional FGUA CIP										
Water										
31	Unplanned Distribution System R&R	w	R&R Fund	\$ 35,000	\$ 35,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 350,000
32	Unplanned WTP R&R	w	R&R Fund	35,000	35,000	70,000	70,000	70,000	70,000	350,000
33	Replace #1, 3, & 4 pumps and motors at the water treatment plant program, one per year	w	R&R Fund	-	-	-	60,000	60,000	60,000	180,000
34	Replace distribution isolation valves	w	R&R Fund	41,000	61,500	61,500	82,000	82,000	82,000	410,000
35	Backflow Survey - CCC	w	OpEX Reclass	-	75,000	-	-	-	-	75,000
36	Replace chemical feed system at WTP	w	R&R Fund	-	136,000	-	-	-	-	136,000
37	Install Emergency Interconnect	w	FGUADebt5	-	-	-	450,000	-	-	450,000
38	Replace antiquated water meters with AMR meter reading system	w	R&R Fund	25,000	25,000	50,000	50,000	50,000	50,000	250,000
39	Chemical feed building structural rehabilitation	w	OpEX Reclass	-	-	-	-	40,000	-	40,000
40	GST Rehabilitation	w	OpEX Reclass	-	-	-	-	150,000	-	150,000
41	Rehabilitate Well No. 2 Pump	w	R&R Fund	-	-	-	-	25,000	-	25,000
42	Installation of redundant 10,000 gallon Pneumatic Tank	w	FGUADebt5	-	-	-	-	125,000	-	125,000
43	Total Water			\$ 136,000	\$ 367,500	\$ 251,500	\$ 782,000	\$ 672,000	\$ 332,000	\$ 2,541,000
Wastewater										
44	Unplanned WWTP R&R	ww	R&R Fund	35,000	35,000	70,000	70,000	70,000	70,000	350,000
45	Replace/Rehab the WWTP sampling system	ww	R&R Fund	-	50,000	-	-	-	-	50,000
46	Update the emergency preparedness equipment	ww	R&R Fund	25,000	25,000	50,000	50,000	50,000	50,000	250,000
47	Replace blower at wastewater treatment plant	ww	R&R Fund	-	-	75,000	150,000	-	-	225,000
48	Replace DI reuse piping with PVC program	ww	R&R Fund	-	90,000	90,000	90,000	-	-	270,000
49	Anoxic Mixer	ww	R&R Fund	-	20,000	-	-	-	-	20,000
50	Grit and Sand Removal	ww	OpEX Reclass	-	-	-	-	-	-	-
51	Monitoring Well Abandonment, Relocation and Replacement (Settlement Agreement)	ww	R&R Fund	-	-	-	-	-	-	-
52	Alternate Effluent disposal - Study	ww	OpEX Reclass	-	60,000	-	-	-	-	60,000
53	Rehab and coat the filter structure	ww	OpEX Reclass	-	-	-	-	-	-	-
54	Rehab aeration piping and valves	ww	R&R Fund	-	-	-	50,000	-	-	50,000
55	Reclaimed Pump Electrical Isolation Switches	ww	R&R Fund	-	50,000	-	-	-	-	50,000
56	Replace secondary effluent disposal pipe	ww	R&R Fund	-	-	-	-	1,700,000	-	1,700,000
57	Lift Station Electrical Rehabilitation	ww	R&R Fund	-	50,000	50,000	-	-	-	100,000
58	Surge Pumps and Add VFDs	ww	R&R Fund	-	-	100,000	-	-	-	100,000
59	Total Wastewater			\$ 60,000	\$ 380,000	\$ 435,000	\$ 410,000	\$ 1,820,000	\$ 120,000	\$ 3,225,000
Water and Wastewater										
60	Remote Monitoring for CL2 and PSI		OpEX Reclass	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
61	Repair / Replace Eyewash Stations		OpEX Reclass	-	-	8,000	-	-	-	8,000
62	American Beach Well & Septic (Placeholder for potential non-SRF funded items or requirements)		Operating Fund	-	-	-	-	-	-	-
63	Total Water & Wastewater			\$ -	\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ 43,000
64	Total FGUA Capital Expenditures			\$ 1,076,900	\$ 1,135,000	\$ 1,508,360	\$ 6,554,890	\$ 10,207,000	\$ 3,762,000	\$ 24,244,150
Funding Sources - FGUA										
65	Operating Reserves		Operating Fund	\$ 367,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,150
66	Rates (Annual Operations)		Rates	-	-	-	-	-	-	-
67	Renewal and Replacement Fund (included Deposit from Series 2025 Bond)		R&R Fund	709,750	1,000,000	1,465,360	2,208,223	3,825,333	2,295,333	11,504,000
68	Additional Senior Lien Debt - Debt 1		FGUADebt1	-	-	-	-	-	-	-
69	Additional Senior Lien Debt - Debt 2		FGUADebt2	-	-	-	-	-	-	-
70	Additional Senior Lien Debt - Debt 3		FGUADebt3	-	-	-	-	-	-	-
71	SRF Clean Water Loan - Debt 4		FGUADebt4	-	-	-	2,146,667	3,566,667	666,667	6,380,000
72	SRF Drinking Water Loan - Debt 5		FGUADebt5	-	-	-	2,200,000	2,625,000	800,000	5,625,000
73	Reclass Expenditure to Operating Expenses		OpEX Reclass	-	135,000	43,000	-	190,000	-	368,000
74	Grants		Grant	-	-	-	-	-	-	-
75	Total Funding Sources			\$ 1,076,900	\$ 1,135,000	\$ 1,508,360	\$ 6,554,890	\$ 10,207,000	\$ 3,762,000	\$ 24,244,150

APPENDIX "C"

EXCLUDED ASSETS

None.

APPENDIX “D”

REAL PROPERTY

<u>Parcel No.:</u>	<u>Description</u>
1. 14-2N-28-0000-0009-0010 OR Book 506, Page 391	WWTP Site 5390 1 st Coast Highway Fernandina Beach, FL 32034

TO BE CONVEYED BY DEED

A part of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the centerline of Julia Street, with the Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line Five Hundred Thirty-six and Twenty-nine Hundredths (536.29) feet to an intersection with the Southerly line of said Section Fourteen (14) and the point of beginning; thence continue North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, Six Hundred Seventy-three and Seventy-three Hundredths (673.73) feet to the Southerly line of Everett Acres, Plat Book 5, Page 11; thence North Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, along the Southerly boundary and an Easterly prolongation of the Southerly boundary of Everett Acres One Thousand Four Hundred Eighty and Five Hundredths (1480.05) feet to the Westerly right-of-way line of Amelia Island Parkway; thence South Five (5) degrees, Four (4) minutes, Sixteen (16) seconds West along said Westerly right-of-way line One Hundred Thirty-seven and Forty-nine Hundredths (137.49) feet to the point of a curve of a curve to the right, said curve having a radius of Seven Hundred Sixty (760) feet; thence along and around said curve an arc distance of Three Hundred Seventy-four and Six Hundredths (374.06) feet to the point of tangency of said curve; thence continue along said Westerly right-of-way line South Thirty-three (33) degrees, Sixteen (16) minutes, Sixteen (16) seconds Wes, Two Hundred Six and Sixteen Hundredths (206.16) feet to the point of a curve of a curve to the right, said curve having a radius of Six Hundred Sixty (660) feet; thence along and around said curve an arc distance of Sixty-nine and Seventy-one Hundredths (69.71) feet to the Southerly line of said Section Fourteen (14); thence South Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds West, along said Southerly line One Thousand Two Hundred Seventeen and Eighty-five Hundredths (1217.85) feet to the point of beginning.

LESS AND EXCEPT a part of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the centerline of Julia Street with the Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line One Thousand One Hundred Nine and Fifty-nine hundredths (1109.59) feet; thence North Eighty-

seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, One Hundred and Forty-three Hundredths (100.43) feet to the Point of Beginning; thence continue North Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, One Hundred (100) feet; thence South Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds West, One Hundred Seventy (170) feet; thence South Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds West, One Hundred (100) feet; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, One Hundred Seventy (170) feet to the Point of Beginning.

2. 01-6N-29-AICO-0009-0000
OR Book 506, Page 391

WTP Site
11 Beach Lagoon Road
Fernandina

Beach, FL 32034

TO BE CONVEYED BY EASEMENT

A part of Section Twenty-two (22), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Northeasterly right of way line of State Road No. 105 (A1A) with the Southerly right of way of Beach Lagoon Road South, said Southerly right of way line being in a curve concave Southerly and having a radius of Seven Hundred Seventy (770.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Three Hundred Twenty-six and Sixty-two Hundredths (326.62) feet to the point of tangency of said curve; thence continue along said right of way, South Eighty-four (84) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Eighty-eight and Twelve Hundredths (88.12) feet to the point of a curve of a curve to the right, said curve having a radius of One Hundred Seventy (170.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety and Fifty Hundredths (90.50) feet to the point of tangency of said curve; thence continue along said right of way line, South Fifty-four (54) degrees, Three (03) minutes, Ten (10) seconds East, One Hundred Forty-nine and Forty-seven Hundredths (149.47) feet to the point of a curve of a curve to the left, also being the point of beginning, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of One Hundred Twenty-four and Eighty-seven Hundredths (124.87) feet to the point of reverse curve of a curve to the right, said curve having a radius of One Hundred Forty-five (145.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Seventy-four and Fifteen Hundredths (74.15) feet to the point of reverse curve of a curve to the left, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line an arc distance of Ninety-four and Seventy-four Hundredths (94.74) feet; thence South Three (03) degrees, Fifty-two (52) minutes, Four (04) seconds East, One Hundred Eighteen and Eighty-nine Hundredths (118.89) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, Four Hundred Forty-nine and Twenty-five Hundredths (449.25) feet; thence South Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds East, Four and Fifty-five Hundredths (4.55) feet; thence South Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds West, Two Hundred Twenty (220.0) feet; thence South Forty-two (42) degrees, Five (05) minutes, Zero (00) seconds West, Sixty-five (65.0) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West,

Twenty-one and Thirty-nine Hundredths (21.39) feet to the Northeasterly right of way line of said State Road No. 105; thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West, along said Northeasterly right of way line, Sixty-five and Fifteen Hundredths (65.15) feet; thence North Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds East, Three Hundred Five and Seventy-nine (305.79) feet; thence North Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds West, Two Hundred Fourteen and Twenty Hundredths (214.20) feet; thence North Fifty-six (56) degrees, Fifty-three (53) minutes, Forty-four (44) seconds East, Two Hundred Five and Seventy Hundredths (205.70) feet to the point of beginning.

3.	01-6N-29-AICO-0012-0000	Beach Walker Road Lift
Station	OR Book 506, Page 391	0 Beach Walker Road
		Fernandina
Beach, FL 32034		

TO BE CONVEYED BY EASEMENT

TRACT FOUR (4) of Beach Walker Village, according to plat thereof recorded in Plat Book 4, pages 14 and 15 of the Nassau County, Florida public records.

4.	01-6N-29-AICO-0011-0000	Palm Forest
	OR Book 506, Page 391	0 A1A First Coast Highway
		Fernandina
Beach, FL 32034		

TO BE CONVEYED BY EASEMENT

A part of Section 1, Township One (1) North, Range Twenty-eight (28) East, and a part of Sections Twenty-two (22) and Twenty-three (23), Township Two (2) North, Range Twenty-eight (28) East, all in Nassau County, Florida, more particularly described as follows:

Begin at the Southwesterly corner of Lot Twelve (12), Beach Walker Village, Plat Book 4, pages 14 and 15; thence North Twenty-two (22) degrees, Forty-nine (49) minutes, Sixteen (16) seconds West along the Westerly line of said Lot Twelve (12), Ninety and Seventy-one Hundredths (90.71) feet; thence North Fifty-seven (57) degrees, Eight (08) minutes, Sixteen (16) seconds West, One Hundred Forty-five and Thirty-three Hundredths (145.33) feet; thence North Seventy-nine (79) degrees, Fifty-nine (59) minutes, Eleven (11) seconds West, One Hundred Thirty-four and Sixty-four Hundredths (134.64) feet; thence South Eighty-three (83) degrees, Fifty-three (53) minutes, Thirty-eight (38) seconds West, Eighty-five and Seventy-seven Hundredths (85.77) feet to an intersection with the Easterly right of way line of State Road No. 105 (A1A), as established for a width of Two Hundred (200.0) feet; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East along said Easterly right of way line, Five Hundred Ninety-four

and Thirteen Hundredths (594.13) feet; thence North Forty-three (43) degrees, Twenty-six (26) minutes, Two (02) seconds East, One Hundred Seventeen and Seventy-four (117.74) feet; thence North Twenty-four (24) degrees, Forty (40) minutes, Ten (10) seconds East, Two Hundred Eighty and Thirty-two Hundredths (280.32) feet; thence North Twenty-six (26) degrees, Forty-eight (48) minutes, Four (04) seconds West, Forty-eight and Four Hundredths (48.04) feet to the point of beginning.

Subject to an Easement over the Easterly Thirty (30.0) feet of the aforescribed parcel.

5.	00-00-30-0518-000C-0000 OR Book 593, Page 1169	Plantation Point Lift Station 1369 Plantation Point Drive Fernandina Beach, FL 32034
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TO BE CONVEYED BY DEED

Tract "C" of Plantation Point Subdivision as recorded in Plat Book 5, Pages 269 and 270 of the Official Records of Nassau County, Florida.

6.	20-2N-28-0000-0003-0020 OR Book 1457, Page 1955 OR Book 593, Page 866	A-1A Lewis Fire Station Lift Station 5518 1 st Coast Highway Fernandina Beach, FL 32034
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TO BE CONVEYED BY DEED

A parcel of land lying within and being part of Tract A, American Beach, Section 3 as recorded in Plat Book 2, Page 64, of the Public Records of Nassau County, Florida; being more particularly described as follows:

Commence at the Northwesterly corner of Lot 1, Block 13, Unit 2 of American Beach, Section 3, recorded in Plat Book 4, Page 1, of said Public Records. Said point also being the intersection of the Southerly R/W line of Lewis Street, (a 60 foot R/W as now established) with the Easterly R/W line of State Road A-1-A, (a 200 foot R/W as now established), thence run South 02 degrees 19 minutes 50 seconds West along said Easterly R/W line, a distance of 85.10 feet, to the Southwest corner of said Lot 1 and the POINT OF BEGINNING.

From the POINT OF BEGINNING, thence continue South 02 degrees 19 minutes 50 seconds West along said Easterly R/W, a distance of 20.0 feet; run thence North 87 degrees 33 minutes 50 seconds East, a distance of 20.0 feet; run thence North 02 degrees 19 minutes 50 seconds East, a distance of 20.0 feet; run thence South 87 degrees 33 minutes 50 seconds West, a distance of 20.0 feet to the POINT OF BEGINNING.

APPENDIX “E”

EASEMENTS

1. That certain Easement Deed, dated May 26, 1978, between Amelia Dunes, Inc., and Summer Beach, Inc., as grantors, and Amelia Plantation Company as grantee, recorded in Official Records Book 266, Page 475, of the public records of Nassau County, Florida, as amended by that certain Easement Agreement dated June 23, 1983, between Amelia Island Plantation Company as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 391, Page 1, of the public records of Nassau County, Florida.
2. That certain Easement Agreement dated June 23, 1983, between Amelia Island Plantation Company as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 391, Page 1, of the public records of Nassau County, Florida.
3. That certain Easement Agreement dated September 26, 1983, between Senior Corp. as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 400, Page 463, of the public records of Nassau County, Florida.
4. That certain Easement Agreement dated September 26, 1983, between Senior Corp. as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 400, Page 470, of the public records of Nassau County, Florida.
5. That certain Easement for Utilities dated June 4, 1984, between Dunes Club Company and Amelia Island Holding Company as grantors, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 423, Page 416, of the public records of Nassau County, Florida.
6. That certain Easement Agreement dated August 22, 1983, between Amelia Retreat Inc. as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 429, Page 426, of the public records of Nassau County, Florida.
7. That certain Appurtenant Easement Agreement and Leasehold Covenant dated August 28, 1986, between Long Point Development Company as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 497, Page 162, of the public records of Nassau County, Florida.
8. That certain Appurtenant Easement Agreement and Leasehold Covenant dated August 27, 1986, between Summer Beach, Ltd., as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 499, Page 190, of the public records of Nassau County, Florida.
9. That certain Easement Agreement dated December 14, 1986, between Stokes-O’Steen Communities, Inc., as Developer, LPMC of Jax, Inc. f/k/a Londontowne Property Management Company of Jacksonville, Inc., as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 507, Page 100, of the public records of Nassau County, Florida, as amended by that certain Vacation of Portion of Easement dated September 15, 2000, by Florida

Water Services Corporation, recorded in Official Records Book 957, Page 227, of the public records of Nassau County, Florida.

10. That certain Easement Agreement dated December 14, 1986, between Stokes-O'Steen Communities, Inc., and White Oak Land Corp., as Developers, Summer Beach I Community Association, Inc., as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 507, Page 108, of the public records of Nassau County, Florida.
11. That certain Easement Agreement dated February 24, 1986, between Spyglass Land Development Corporation as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 513, Page 808, of the public records of Nassau County, Florida.
12. That certain Easement Agreement dated December 19, 1986, between Long Point Development Corporation as grantor, and Amelia Island Waterworks, Inc., as grantee, recorded in Official Records Book 513, Page 815, of the public records of Nassau County, Florida.
13. That certain Easement Agreement dated December 19, 1986, between Dunes Club Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 513, Page 824, of the public records of Nassau County, Florida.
14. That certain Grant of Easement Agreement to Southern States Utilities, Inc., dated December 15, 1988, between Amelia Island Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 560, Page 52, of the public records of Nassau County, Florida.
15. That certain Grant of Easement Agreement to Southern States Utilities, Inc., dated December 15, 1988, between Amelia Island Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 560, Page 57, of the public records of Nassau County, Florida.
16. That certain Grant of Easement Agreement to Southern States Utilities, Inc., dated December 15, 1988, between Amelia Island Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 560, Page 62, of the public records of Nassau County, Florida.
17. That certain Easement dated April 26, 1988, between Amelia Island Volunteer Fire-Rescue Department, Inc., as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 593, Page 868, of the public records of Nassau County, Florida.
18. That certain Easement dated August 31, 1990, between Rowan Development Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 616, Page 243, of the public records of Nassau County, Florida.
19. That certain Easement dated July 22, 1991, between Nassau Beach Development Venture as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 636, Page 773, of the public records of Nassau County, Florida.
20. That certain Easement dated May 29, 1992, between Summer Beach Two as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 681, Page 1, of the public records of Nassau County, Florida.
21. That certain Easement dated April 3, 1995, between Nassau Beach Development Venture as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 730, Page 384, of the public records of Nassau County, Florida.

22. That certain Easement dated June 22, 1995, between Nassau Beach Development Venture as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 733, Page 1317, of the public records of Nassau County, Florida.
23. That certain Easement dated August 3, 1995, between Amelia Island Company as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 738, Page 183, of the public records of Nassau County, Florida.
24. That certain Easement dated February 7, 1996, between Nassau Beach Development Venture as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 750, Page 1802, of the public records of Nassau County, Florida.
25. That certain Easement dated September 30, 1996, between Donald L. Murphy, Jr., as grantor, and Southern States Utilities, Inc., as grantee, recorded in Official Records Book 772, Page 892, of the public records of Nassau County, Florida.
26. That certain Access and Utilities Easement Agreement dated March 5, 1997, between Florida Water Services Corporation, f/k/a Southern States Utilities, Inc., as grantor, and Amelia Island Plantation Community Association, Inc., and Amelia Island Company as grantees, recorded in Official Records Book 787, Page 939, of the public records of Nassau County, Florida.
27. That certain Easement dated April 8, 1997, between Amelia Baptist Church, Inc., as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 789, Page 1348, of the public records of Nassau County, Florida.
28. That certain Easement dated June 4, 1997, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 795, Page 1206, of the public records of Nassau County, Florida.
29. That certain Easement dated January 14, 1998, between Osprey Village at Amelia Island, Ltd., as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 819, Page 1613, of the public records of Nassau County, Florida.
30. That certain Easement dated February 18, 1998, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 823, Page 84, of the public records of Nassau County, Florida.
31. That certain Easement dated August 31, 1998, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 847, Page 176, of the public records of Nassau County, Florida.
32. That certain Easement dated November 7, 1998, between Seaside Retreat Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 855, Page 1397, of the public records of Nassau County, Florida.
33. That certain Easement dated November 19, 1998, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 856, Page 780, of the public records of Nassau County, Florida.

34. That certain Easement dated January 20, 1999, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 863, Page 1984, of the public records of Nassau County, Florida.
35. That certain Easement dated July 12, 1999, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 890, Page 1741, of the public records of Nassau County, Florida.
36. That certain Easement dated October 29, 1999, between Amelia Developers, LLC, as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 909, Page 642, of the public records of Nassau County, Florida.
37. That certain Easement dated June 2, 2000, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 934, Page 1895, of the public records of Nassau County, Florida.
38. That certain Easement dated September 6, 2000, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 948, Page 532, of the public records of Nassau County, Florida.
39. That certain Utility Easement dated August 16, 2000, between Florida Water Services Corporation as grantor, and Hardwick Investments, Ltd., as grantee, recorded in Official Records Book 956, Page 1699, of the public records of Nassau County, Florida.
40. That certain Utility Easement dated August 16, 2000, between Florida Water Services Corporation as grantor, and Hardwick Investments, Ltd., as grantee, recorded in Official Records Book 956, Page 1707, of the public records of Nassau County, Florida.
41. That certain Utility Easement dated August 16, 2000, between Florida Water Services Corporation as grantor, and Hardwick Investments, Ltd., as grantee, recorded in Official Records Book 956, Page 1714, of the public records of Nassau County, Florida.
42. That certain Vacation of Portion of Easement dated September 15, 2000, by Florida Water Services Corporation, recorded in Official Records Book 957, Page 227, of the public records of Nassau County, Florida.
43. That certain Sewer Easement dated January 5, 2001, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 970, Page 934, of the public records of Nassau County, Florida.
44. That certain Grant of Relocated Easements and Abandonment of Parts of Easements Which Were Relocated dated February 2, 2001, by LPMC of Jax, Inc., Amelia Island Sanctuary Property Owners Association, Inc., Florida Water Services Corporation, Citadel Life and Health Insurance Company, the Residence Common Association, Inc., and Summer Beach Development Group, Ltd., recorded in Official Records Book 972, Page 978, of the public records of Nassau County, Florida.
45. That certain Easement dated March 12, 2001, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 975, Page 126, of the public records of Nassau County, Florida.

46. That certain Easement dated March 13, 2001, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 976, Page 981, of the public records of Nassau County, Florida.
47. That certain Easement dated July 6, 2001, between Summer Beach Amenities Venture, Ltd., as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 999, Page 616, of the public records of Nassau County, Florida.
48. That certain Easement dated January 11, 2002, between Amelia Island Company as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 1032, Page 1600, of the public records of Nassau County, Florida.
49. That certain Easement dated May 3, 2002, between Brylen Homes Limited Partnership as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 1055, Page 673, of the public records of Nassau County, Florida.
50. That certain Easement dated July 23, 2002, between River Place at Summer Beach, LLC, as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 1070, Page 1111, of the public records of Nassau County, Florida.
51. That certain Easement dated September 23, 2002, between Summer Beach Development Group, Ltd., as grantor, and Florida Water Services Corporation as grantee, recorded in Official Records Book 1082, Page 1830, of the public records of Nassau County, Florida.
52. That certain Non-Exclusive Utility Easement Agreement dated January 13, 2020, by Club Villas Association, Inc., as grantor, and the Board of County Commissioners of Nassau County, Florida, as grantee, recorded in Official Records Book 2337, Page 510, of the public records of Nassau County, Florida.
53. All other Easements to be assigned by the Sellers and assumed by FGUA in accordance with the Agreement.

APPENDIX "F"

TANGIBLE PERSONAL PROPERTY

All tangible personal property that in any way belongs, appertains, or is related to the Nassau Utility System ("NUS") or that is used and useful in connection with the operation of the NUS and the provision of service thereby, situate on, in, about Amelia Island or any other area within Nassau County, Florida where the NUS has authority to provide utility service of any kind or type, including but not limited to, all water supply, treatment, storage and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, including public access reuse water facilities, equipment and property installations, together with all additions and replacements thereto, including but not limited to:

1. All such tangible personal property acquired by the County pursuant to that certain Stipulated Final Judgment entered March 31, 2003, by the Circuit Court, Fourth Judicial Circuit, in and for Nassau County, Florida, in Case No. 03-113-CA, Nassau County v. Florida Water Services Corporation, recorded in the public records of Nassau County, Florida, in Official Records Book 1127, Page 589 (the "Stipulated Final Judgment" – Copy Attached), and all tangible personal property that in any way belongs, appertains, or is related to the NUS or that is used and useful in connection with the operation of the NUS and the provision of service thereby, that has been constructed, installed, added to, or connected to the NUS between the date of the Stipulated Final Judgment and the Closing date, including without limitation all such property reflected in the continuing property records of the County relating to the Nassau Amelia Utility System, or reflected in the general ledger entries relating to the Nassau County Water and Sewer Enterprise Fund, for the same period.
2. All such tangible personal property that in any way belongs, appertains, or is related to the NUS that has been constructed, installed, added to, connected to, or merged with the NUS as part of the construction of water and wastewater facilities located at American Beach pursuant to the American Beach Well and Septic Phase Out Project undertaken by the County through the American Beach Water and Sewer District, including without limitation all such property reflected in the continuing property records of the County or the District, or reflected in the general ledger entries relating to the American Beach Water and Sewer District Enterprise Fund.

APPENDIX “G”

PERMITS

WATER

Department of Environmental Protection

Public Water System ID No. 2450022

St. Johns River Water Management District

Consumptive Use Permit Project No. 50087-8

WASTEWATER

Department of Environmental Protection

Operating Permit No. FLA01688

APPENDIX "H"

DEVELOPER AND SERVICE AGREEMENTS

1. That certain Water and Sewer Service Agreement, dated March 19, 2001, by and between Florida Water Services Corporation, a Florida corporation, and Crane Island Partnership, a partnership.
2. That certain Water and Sewer Service Agreement, dated June 18, 2008, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Osprey Village at Amelia Island LTD, recorded in the public records of Nassau County, Florida, in Official Records Book 1575, Page 1797.
3. That certain Florida Water Services Corporation Developer Agreement, dated August 3, 2001, by and between Florida Water Services Corporation and Dunes Club Villas Company.
4. That certain Meter Agreement, dated August 13, 2001, by and between Florida Water Services Corporation, a Florida corporation, and Dunes Club Villas Company.
5. That certain Water and Wastewater Service Agreement, dated June 17, 1998, by and between Florida Water Services, Corp., a Florida corporation, and Amelia Island Company, a Delaware corporation.
6. That certain Water and Sewer Service Agreement, dated January 19, 2012, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Omni Amelia Island, LLC, a Delaware limited liability corporation.
7. That certain Florida Water Services Corporation Developer Agreement, dated February 20, 2002, by and between Florida Water Services Corporation and River Place at Summer Beach, L.L.C.
8. That certain Florida Water Services Corporation Developer Agreement, dated June 24, 2002, by and between Florida Water Services Corporation and Scott Road, LLC.
9. That certain Water and Sewer Service Agreement, dated June 17, 1998, by and between Florida Water Services Corporation, a Florida corporation, and Amelia Island Co., a Delaware corporation.
10. That certain Florida Water Services Corporation Developer Agreement, dated January 8, 2003, by and between Florida Water Services Corporation and Summer Beach Amenities Venture.
11. That certain Water and Sewer Service Agreement, dated May 30, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Summer Woods of Nassau County, Ltd, a Florida limited partnership. ***(County required to notify developer of assignment within 48 hours of assignment)***
12. That certain Florida Water Services Corporation Developer Agreement, dated June 26, 2002, by and between Florida Water Services Corporation and Summer Beach Development Group, Inc.

13. That certain Water and Sewer Service Agreement, dated July 31, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and the Amelia River Plantation, L.L.C., recorded in the public records of Nassau County, Florida, in Official Records Book 1438, Page 530.
14. That certain Water and Sewer Service Agreement, dated August 10, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and the Amelia Spyglass Villas Development Company, LLC, recorded in the public records of Nassau County, Florida, in Official Records Book 1340, Page 1762.
15. That certain Water and Sewer Service Agreement, dated January 24, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and the Amelia Tennis Villas Development Company, LLC, recorded in the public records of Nassau County, Florida, in Official Records Book 1296, Page 376.
16. That certain Water and Sewer Service Agreement, dated February 16, 2000, by and between Florida Water Services Corporation, a Florida corporation, and Southern Commercial Developers, LLC, a Florida limited liability company, recorded in the public records of Nassau County, Florida, in Official Records Book 921, Page 1816.
17. That certain Water and Sewer Service Agreement, dated June 23, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Brylen Homes, Ltd., a Florida limited partnership, recorded in the public records of Nassau County, Florida, in Official Records Book 1241, Page 1025.
18. That certain Water and Sewer Service Agreement, dated June 26, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and The Buccaneer Land Partners, L.L.C., recorded in the public records of Nassau County, Florida, in Official Records Book 1422, Page 996.
19. That certain Water and Sewer Agreement, dated October 21, 1992, by and between Southern States Utilities, Inc., and Crisp Brothers, Inc., a Florida corporation, recorded in the public records of Nassau County, Florida, at Official Records Book 670, Page 1627.
20. That certain Water and Sewer Service Agreement, dated February 25, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Dome Healing Center, Inc., recorded in the public records of Nassau County, Florida, in Official Records Book 1298, Page 1090.
21. That certain Developer Agreement, dated March 7, 1989, by and between Embry/Burney, Inc., and Southern States Utilities, Inc., recorded in the public records of Nassau County, Florida, at Official Records Book 540, Page 98.
22. That certain Water and Sewer Service Agreement, dated September 5, 1989, by and between Southern States Utilities, Inc., and Plantation Point Joint Venture, a Florida general partnership, recorded in the public records of Nassau County, Florida, in Official Records Book 579, Page 937.
23. That certain Water and Sewer Service Agreement, dated July 12, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State

of Florida, and The Preserve at Summer Beach, LLC, recorded in the public records of Nassau County, Florida, in Official Records Book 1245, Page 1301.

24. That certain Water and Sewer Service Agreement, dated March 30, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Southern Plantations of Florida, L.L.C., recorded in the public records of Nassau County, Florida, in Official Records Book 1241, Page 1206.
25. That certain Water and Sewer Service Agreement, dated March 30, 1990, by and between Southern States Utilities, Inc., and The Ritz-Carlton Hotel Company, a Georgia corporation, as agent for and on behalf of Ameliatel, a Florida general partnership, recorded in the public records of Nassau County, Florida, in Official Records Book 597, Page 1105. ***(Required to notify developer of assignment – no deadline stated)***
26. That certain Water and Sewer Service Agreement, dated June 21, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Southern Plantations of Florida, L.L.C., recorded in the public records of Nassau County, Florida, in Official Records Book 1422, Page 1015.
27. That certain Water and Sewer Service Agreement, dated August 27, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Summer Beach Development Group, Inc., recorded in the public records of Nassau County, Florida, in Official Records Book 1263, Page 261.
28. That certain Water and Sewer Service Agreement, dated May 30, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Summer Woods of Nassau County, Ltd., recorded in the public records of Nassau County, Florida, in Official Records Book 1416, Page 441. ***(County required to notify developer of assignment within 48 hours of assignment)***
29. That certain Water and Sewer Service Agreement, dated March 14, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and The Preserve at Summer Beach, L.L.C., recorded in the public records of Nassau County, Florida, in Official Records Book 1302, Page 583.
30. All other Developer Agreements relating to the Nassau Utility System that have not yet been fully completed or performed or which otherwise establish a continuing right, privilege, duty or obligation of the County.

APPENDIX "I"

CONTRACTS AND LEASES

1. That certain Commercial Gross Lease, dated July 9, 2025, by MCH Properties, LLC, Landlord, and Nassau-Amelia Utilities, Tenant, as consented to be assigned and modified pursuant to that certain Addendum to Commercial Gross Lease, to be executed in connection with the Closing.
2. All other Contracts and Leases, including but not limited to, all leases, operating and vendor contracts, and agreements with respect to utilities services, bulk service, effluent disposal, and reuse, which are assumed or to be assumed by FGUA, and which are identified after the execution of the Purchase Agreement and prior to the Closing date.

APPENDIX "J"

EQUIPMENT, VEHICLES, AND INVENTORY

INVENTORY

Any inventory that may be owned by the County as of the Closing date that is in the possession of the FGUA and its contractor, U.S. Water Services Corporation

EQUIPMENT AND VEHICLES

(See following page[s])

Year	Equipment Description	NAU ID #/ County ID #	Tag #	VIN / SN
2017	Ford F-150	NAU-259	221941	1FTMF1EB2JKC35943
2017	Ford F-250	NAU -260	TA3933	1FTBF2A64HEE99650
2017	Ford F-250	NAU-261	TA3935	1FTBF2A66HEE99651
2017	FordF-250	NAU-262	TF9655	1FTBF2B69HEE99657
2017	Ford F-250	NAU-263	TF9661	1FTBF2B60HEE99658
2007	Chevrolet Colorado	NAU-099	TA3932	1GBDS14E778241237
2004	Ford F-450 Crane Truck	10607	Tag# TI5576	VIN#1FDUF4HT5LED96113
2018	Caterpillar 305 Excavator	9752		CAT030ETH5M08909
	Econoline Tandem Axle Trailer	NAU 1426 County ID 09691	TG5818	42ETPBG21K1000444
	Tandem Axle Dump Trailer	NAU 1433 County ID 11247	TJ0771	16V1D1929N5192827
	Toro 54" Zero-turn mower			290000001
2019	Portable Tradewinds Generator / model # 2A3107KI200 & Trailer	# 9821 & (county # 1427)	Tag #TH0115	vin #1E9GM16289M403327/65 KV
2019	Portable Tradewinds Generator / model # 2A3107KI200 & Trailer	# 9822 & (county #1428)	Tag #TH0116	vin# 1E9GM16289M403330/ 65KV
2005	Portable Generator , Armstrong Power Systems & Trailer	# 3408 & (county #1542)	NO TAG	SN- PE6068H437664MN29337
2018	Portable Tradewinds By-Pass pump / model #TP64E-VA1912BPT & Trailer	# 9686 & (county #826)	Tag #TG2962	SN not verified
2018	Portable Tradewinds By-Pass pump / model# TP64E-VA1912BPT & Trailer	# 9687 & (county # 827)	Tag #TG2963	SN not verified

APPENDIX “K”

NASSAU UTILITY SYSTEM DEBT

The amount of the principle balance and accrued interest on the Nassau Utility System Debt that is outstanding at the time of the Closing is as stated in Table 1, lines 35 thorough 38 of the Florida Governmental Utility Authority Financial Evaluation of the Nassau County Nassau-Amelia Utility System, dated July __, 2025, prepared by Raftelis and attached to the report incorporated into FGUA Resolution No. 2025-03, adopted on July 17, 2025.

APPENDIX "L"

LITIGATION AND REGULATORY NON-COMPLIANCE

Except as set forth in Appendix "A" hereto, none.

APPENDIX "M"

FORM OF MEMBERSHIP INTERLOCAL AGREEMENT

(See following page[s])

MEMBERSHIP INTERLOCAL
AGREEMENT

BY AND BETWEEN

NASSAU COUNTY

AND

FLORIDA GOVERNMENTAL
UTILITY AUTHORITY

August 25 , 2025

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EXHIBITS

Exhibit A - Service Area Map

NASSAU COUNTY / FGUA MEMBERSHIP INTERLOCAL AGREEMENT

This Membership Interlocal Agreement (the “Agreement”) is made and entered by and between Nassau County, a political subdivision of the State of Florida (“County”) and the Florida Governmental Utility Authority (FGUA), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes.

RECITATIONS

WHEREAS, FGUA is authorized to provide water and wastewater services pursuant to authority granted by the State of Florida and currently provides such services in many locations throughout the State; and

WHEREAS, Nassau County was the owner of water and wastewater systems which shall be referred to herein as the Nassau Utility System; and

WHEREAS, on September 18, 2025, FGUA acquired the Nassau Utility System from the County by virtue of an Interlocal Agreement for the Purchase and Sale of Utility Assets (the “Purchase and Sale Agreement”) As a result of this purchase, the FGUA possesses the right to provide water and wastewater services in the area previously included in the County’s water and wastewater service area (the “Service Area”); ~~**WHEREAS**~~, the sale of the Nassau Utility System by the County to the FGUA is the result of many years of collaboration between the County and FGUA and the culmination of numerous cooperative activities conducted by the County and FGUA during such period; and

WHEREAS, the FGUA and County wish to recognize, establish and confirm in this agreement that the County shall henceforth be a member of the FGUA Board of Directors with all rights and powers as every other FGUA member enjoys including

those rights as specifically set forth in this agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. RECITATIONS. The foregoing recitations are true, correct, incorporated herein and form a material part of this Agreement.

ARTICLE 2. SERVICE AREA.

2.1 FGUA Service Area. Subject to the terms and conditions of this Agreement, the Parties agree that FGUA will continue to provide retail and wholesale water and wastewater services within its Service Area during the term of this Agreement. FGUA's Service Area, as of the date hereof, is depicted on the map attached hereto as **Exhibit A**. FGUA will not serve or offer to serve customers located within the County outside of the Service Area unless the County and FGUA agree in writing authorizing FGUA to do so. Except as otherwise provided in this Agreement, the County will not authorize any other utility to provide water or wastewater services in FGUA's Service Area without FGUA's prior written approval.

Notwithstanding the foregoing, should FGUA determine, for whatever reason, that it will not or cannot provide timely water and/or wastewater services to a location within the Service Area that is economically feasible to do so, the County may, in its sole discretion, either: (a) serve the area itself through a bulk service agreement with FGUA that will be provided from the available capacity of the Utility System and remove the location from the Service Area; or (b) facilitate the financing and construction of extending water and/or wastewater lines to the area in question

utilizing a municipal service benefit unit, special district, assessments, grants, loans or some other financing mechanism, in which case the County shall own and FGUA shall utilize these extended facilities to provide wholesale and retail service to individuals or entities benefiting from the construction; or (c) grant service rights to that area to a third party which will either act as a bulk service customer of FGUA, or construct and operate the necessary facilities to serve the area directly. Nothing contained in this Agreement shall be construed to prevent the County from directly providing or authorizing others to provide services outside of FGUA's Service Area in the County.

2.2 Contract Operations. FGUA may negotiate with other utility owners, public or private, to provide contract operations service to any utility in the County which desires such service from the FGUA.

2.3 At County's Request. The County may request that FGUA provide water and wastewater services to specific areas outside the Service Area. Should FGUA decline to provide those services to the requested area, the County in its sole discretion may either: (a) serve the area itself as a bulk service customer of FGUA that will be provided via available capacity in the Nassau Utility System; or (b) grant the service rights to a third party with the option to become a bulk service customer of FGUA or construct necessary facilities on its own.

2.4 Standards. FGUA agrees to operate and maintain the Utility System in accordance with standards equal to or greater than those for FGUA's service areas and utility systems outside of the County.

2.6 Balancing of Water Supply and Reuse. Subject to not reducing the quality of services provided, FGUA will conduct its operations in the County in a

manner which is intended to minimize potable water use and maximize water reclamation and reuse. FGUA will coordinate with the County to achieve this goal. The parties hereto agree that it shall be the goal of the Utility System to utilize all treated wastewater as irrigation reuse and/or aquifer recharge.

2.7 Customer Service and Line Extensions. FGUA shall coordinate with the County with respect to customer services offered within its Service Area, including line extensions and appurtenances as necessary.

2.8 Abandonment of Portions of the Utility System. FGUA will not retire or abandon any portion of the Nassau Utility System, including any water treatment plant, storage tank, pumping station, or wastewater treatment plants and appurtenant facilities unless financially or reasonably necessary to provide reliable, safe and sufficient service or to comply with requirements imposed by law, including statutes, rules or orders of regulatory or judicial authorities.

ARTICLE 3. COORDINATION AND PLANNING.

3.1 Approval of Developer Agreements. The Parties recognize that the Service Area is predominantly “built out.” However, should the FGUA wish to enter into developer agreements for the provision of water or wastewater services within the Service Area, the FGUA shall provide a copy of any agreement to the County for review and approval at least sixty (60) days prior to execution by the FGUA. If the County has any recommendations or requests based upon conflict with the County Comprehensive Plan, Master Plan, Policy, or ordinances of which the FGUA was unaware, the County shall notify FGUA within 30 days of receipt of the draft developer

agreement to address any conflict(s). If a conflict is established, FGUA shall require the developer to modify the proposed agreement to remove any conflict to ensure the developer agreement is in compliance with the County Comprehensive Plan planning documents, Master Plans, ordinances or policies. In this regard, County shall make available to FGUA, within ninety (90) days of adoption, any modifications of its Comprehensive Plan, planning documents, Master Plan, ordinances or policies that may affect FGUA's operations within the Service Area. This paragraph and its requirements shall not apply to the execution by FGUA and developers of Conveyance and Service Agreements regarding the terms of the provision of services conveyance of utility infrastructure and other requirements of FGUA for the provision of utility services to the developer including water, wastewater and reuse water.

3.2 Coordination. FGUA agrees that it shall provide water and wastewater services only to those areas approved for construction by the appropriate County planning and development agencies. FGUA agrees to comply with all rules and regulations enacted by the County governing water and wastewater service facilities, but FGUA reserves the right to challenge any rules or regulations it deems to be unlawful. FGUA's construction activities within County rights-of-way shall be conducted in close coordination with the County.

3.3 Planning. As a member of the FGUA Board. The County is entitled to participate in all FGUA activities related to the Nassau Utility System as well as access to all documents, reports, plans, and records of any sort maintained by the FGUA associated with the System. To ensure that the close collaboration and coordination of all activities related to the Nassau Utility System continue under FGUA ownership of

such System, on or before January 31 of each year the FGUA shall provide to the County the FGUA's rolling projected five (5) year Water, Wastewater and Reuse Facilities Capital Improvement Plan for the Service Area. FGUA's Capital Improvement Plan shall provide for acceptance of water and wastewater lines to be constructed simultaneously within all new developments in the Service Area. FGUA will coordinate water and wastewater planning with the County to assist the County in growth management and development matters in the Service Area. The County agrees to provide FGUA with reasonably necessary information indicating the proposed location of future arterial and collector roads, the zonings as to properties to be developed, and the projected population growth areas.

3.4 Infrastructure. FGUA will coordinate and cooperate with the County in relation to the planning for the placement of utility infrastructure and construction or reconstruction of principal arterial and collector roads by the County within the Service Area. The FGUA acknowledges that arterial and collector roads shall be as defined in the County Local Government Comprehensive Planning Program, Master Plan and Existing and Future Land Use Map Series as may be amended from time to time or as defined or depicted in developer agreements between FGUA and third parties. FGUA's obligation to fund water and wastewater facilities will be limited to those areas along the principal arterial and collector roads where there is demonstrated demand provided by the County, and the areas are expected to develop within a five (5) year timeframe or as defined in the County's Master Plan. Notwithstanding this limitation, FGUA utility facility location may be affected or altered by permitting requirements of regulatory authorities, available land, and other considerations in order to provide utility services in a cost-effective manner. FGUA shall have no obligation to install at its expense any

local water distribution or wastewater collection systems including minor transmission mains, gravity collection lines, or water distribution mains. The Parties hereby acknowledge that Section 163.3177, Florida Statutes (2024), requires certain planning activities to eliminate septic tanks in neighborhoods with greater than 50 lots. FGUA agrees to work with the County to plan and execute septic tank phase-out projects within the Service Area to neighborhoods meeting this criterion utilizing any funding methods which become available to FGUA specifically for the funding of septic to sewer conversion projects. FGUA agrees to include such projects in FGUA's 5-Year Capital Improvement Plans.

ARTICLE 4. UTILITY SYSTEM RATES, OPERATING STANDARDS, AND REPORTS.

The following standards and conditions shall apply to FGUA's ownership and operation of the Nassau Utility System.

4.1 No Discrimination in Rates and Level of Service.

The Parties hereto acknowledge that the Florida Legislature amended Section 403.064, Florida Statutes, to require surface water discharges from wastewater treatment plants be substantially eliminated. FGUA agrees not to implement any new surface water discharges to dispose of wastewater effluent in the County.

The County will not attempt to impose or assert authority over the rates and fees charged by FGUA to customers in the Service Area. If the County adopts water and wastewater fees to be collected in the future from all water and wastewater customers being served in the County, the FGUA will be charged these fees and shall be empowered to collect from its customers these fees in addition to the FGUA fees and

rates. FGUA shall provide services to its existing and future customers consistent with established FGUA tariff and service availability policies.

4.1.2 Plant Capacity Charges. Plant capacity charges, also known as connection charges, imposed by FGUA within the County shall be consistent with Florida law and with FGUA's costs of construction within the Service Area.

4.1.3 Capital Cost Recovery Charges. Nothing herein shall be so construed to prevent FGUA from implementing capital cost recovery or guaranteed revenue charges as a method to recover from developers and other future users of the System of any FGUA capital costs, debt service, and maintenance costs of plant held for future use.

4.2 Asset and Revenue Reporting. As an FGUA member, the County shall be entitled to and the FGUA shall provide to the County, its annual comprehensive financial statements and other related financial information, capital improvement plans, renewal and replacement program, and other capital and operating reports (i.e., master plans, wastewater capacity analysis reports, etc.) FGUA shall provide such financial, capital or operating information to the County no later seven (7) days after any request therefor.

ARTICLE 5. CONTRIBUTION TO THE COUNTY BY FGUA. FGUA shall make the annual payments to the County in the amount and manner set forth in section 11 e of the Purchase and Sale Agreement, the terms of which payments are incorporated herein by this reference.

ARTICLE 6. PURCHASE OF THE UTILITY SYSTEM BY COUNTY.

6.1 Exclusive Right to Purchase. The County and FGUA agree that the

County shall have the right to re-acquire the Nassau Utility System from FGUA at the time and in the manner provided in section 11 f of the Purchase and Sale Agreement, the terms of which section are incorporated herein by this reference.

6.2 Disposition of Funds Upon Purchase by the County. Unless otherwise provided in the Purchase and Sale Agreement to be entered by the County and FGUA, and in the event that the County reacquires the Nassau Utility System from FGUA, all unused, prepaid connection charges, impact or other fees collected from the customers located within the Service Area shall be transferred to the County at the closing. Any unused renewal and replacement funds, reserves for operation and other such fees and charges also shall be transferred to the County at Closing, including debt service reserve and other funds not otherwise used to reduce FGUA debt prior to closing.

6.3 Reservation of Capacity. In the event that FGUA is supplying water or wastewater services to the Nassau Utility System utilizing plants and facilities not located in the County, and County purchases or otherwise acquires ownership and operation of the Nassau Utility System, the County and its successors in interest to the Nassau Utility System shall be entitled to water and wastewater capacity from FGUA equal to the capacity used by FGUA to serve the customers at the time of transfer. Treatment and transmission capacity previously paid for shall be provided by FGUA at no charge. Additional capacity may be purchased by the County or its successors if such additional capacity is available. FGUA shall have no obligation to construct new facilities in order to make additional capacity available to the County. If such capacity is available, the County shall be entitled to purchase such capacity at the rates then charged to other FGUA customers being served thereby or as negotiated, being fair and

reasonable to both Parties hereto.

6.4 Transition Process. The Parties will work collaboratively as partner governments to develop a transition plan that prioritizes:

- (a) No interruption of service to customers;
- (b) No interruption of delivering infrastructure to meet the current and future development needs in the County; and
- (c) No disruption in delivering infrastructure in a manner that is in the best long-term interest of the present and future citizens of the County.

ARTICLE 7. BOARD REPRESENTATIVE. The County shall have the right to appoint one voting representative to FGUA's Board of Directors who shall be selected by the County and who shall have full rights of participation in discussions and voting concerning all matters which may affect directly or indirectly the provision of water and sewer services within the County or under the terms of this Agreement.

ARTICLE 8. TERM OF AGREEMENT. This Agreement shall remain in effect until the closing of the County's re-acquisition of the Nassau Utility System.

ARTICLE 9. GENERAL PROVISIONS.

9.1 Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

9.2 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, except with respect to the provisions of Section 9.2.1 hereof.

9.2.1. The County, at its discretion, may elect in the future to establish a Utility Authority to own or manage all County utility affairs. The County, therefore, reserves the right to assign or transfer this Agreement, in whole or part, to the County established Utility Authority. The FGUA acknowledges and agrees that if the County assigns or transfers its rights and obligations of this Agreement to the established Utility Authority, the Utility Authority thereafter will act in the place and in the stead of the County for all purposes identified in this Agreement.

9.3 Attorney and Professional Fees. In the event of litigation between the Parties concerning this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorney and professional fees and taxable costs arising before or at trial and on appeal.

9.4 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 this Agreement be construed as for the benefit of any third party not a party hereto.

9.5 Drafting. The drafting of this Agreement constituted a joint effort of the Parties hereto, and in the interpretation hereof, it shall be assumed that neither Party had any more influence herein than the other.

9.6 Effective Date. This Agreement shall be effective upon execution by the Parties hereto.

9.7 Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussion, understandings and agreements between them.

9.8 In Pari Materia. Each provision in this Agreement is to be read in concert, each with the other, such that a provision under one heading shall be applicable to any other.

9.9 Interpretation. In constructing this Agreement, it is hereby declared by the County and FGUA to be their mutual purpose and intent to prevent needless and wasteful duplication of utility facilities in the Service Area. The primary purpose of this Agreement is to guarantee the timely provision of uninterrupted water and wastewater services as needed in the Service Area.

9.10 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.

9.11 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.

9.12 Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this Agreement). Any Party may update its notice address herein upon providing written notice to the other Parties. All notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), or (c) e-mail

transmission. Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered (with written confirmation of receipt), (ii) the date received if delivered by overnight or next business day courier, or (iv) the date sent by e-mail transmission (provided the sender of the email receives confirmation of delivery) if sent during normal business hours of the recipient or, if sent outside of normal business hours of the recipient, on the next business day of the recipient. Any notice or other communication given in the manner provided for herein by counsel for a Party shall be deemed to be notice or such other communication from the Party represented by such counsel.

County: Nassau County Utility Director
96135 Nassau Place
Yulee, FL 32097
Email:

With a copy to: Nassau County Attorney
96135 Nassau Place
Yulee, FL 32097
Email:

FGUA:

Email:

With a copy to:	Howard E. Adams General Counsel for FGUA Pennington, P.A. 215 South Monroe St. Second Floor Tallahassee, FL 32301-1839 850-222-3533	Heather Encinosa Utility Counsel Nabors, Giblin & Nickerson 1500 Mahan Drive Suite 200 Tallahassee, FL 32308
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Email: gene@penningtonlaw.com

hencinosa@ngn-tally.com

9.13 Recordation. The Parties agree that an executed copy of this Agreement may be recorded in the public records of the County and as required by the Interlocal Agreement and Florida law.

9.15 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 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.

9.16 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates and year set forth below.

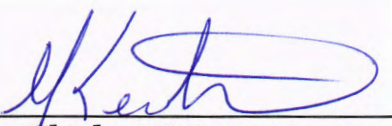
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Board of County Commissioners of Nassau County have caused this Interlocal Agreement to be executed and delivered this 25th day of August, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA:**

By: 
A.M. "Hupp" Huppmann, Chairman

ATTEST:
MITCH L. KEITER, Clerk

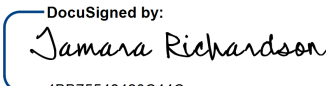
By: 
~~Deputy Clerk~~ Mitch L. Keiter, Ex-Officio Clerk

Approved as to form and legality:


Denise C. May, County Attorney

IN WITNESS WHEREOF, FGUA has caused this Interlocal Agreement to be executed and delivered this _____ day of _____, 2025.

FGUA

By: 
Tamara Richardson, P.E., Chair

Approved as to Form and Legality:

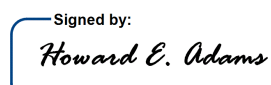
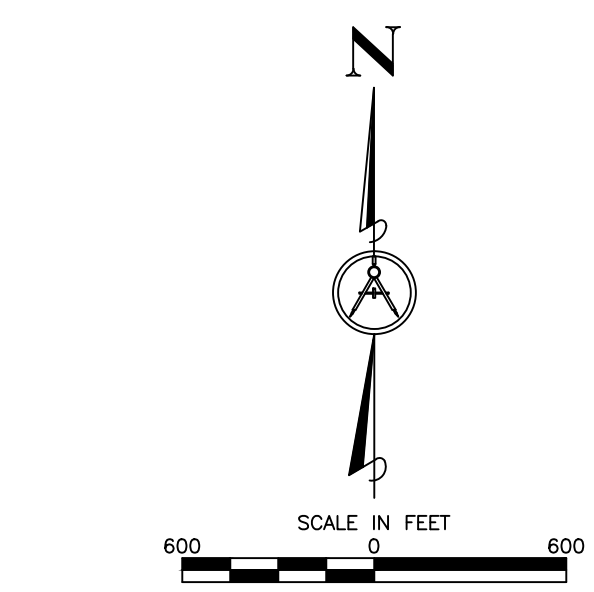

Howard E. Adams, General Counsel

EXHIBIT A

Service Area Map



LEGEND	
	4" GRAVITY SEWER
	6" GRAVITY SEWER
	8" GRAVITY SEWER
	10" GRAVITY SEWER
	12" GRAVITY SEWER
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	996" FORCE MAIN
	1000" FORCE MAIN

State Name

AMELIA ISLAND

County

NASSAU COUNTY, FLORIDA

Plant Number

1518

Drawn By

BINGUYEN

Approved By

B.A.

Updated Date

APRIL 2003

Scale

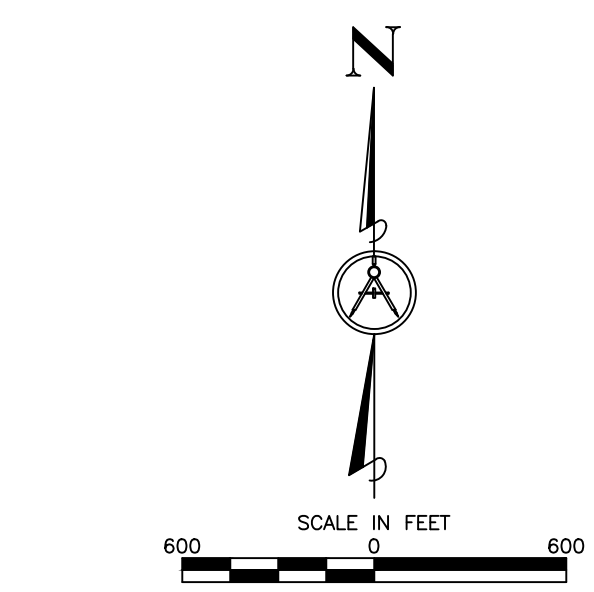
1"=600'

Sheet

SHEET 1 OF 1

Water Distribution

WATER DISTRIBUTION



LEGEND	
	4" GRAVITY SEWER
	6" GRAVITY SEWER
	8" GRAVITY SEWER
	10" GRAVITY SEWER
	12" GRAVITY SEWER
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	234" FORCE MAIN
	240" FORCE MAIN
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	258" FORCE MAIN
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	324" FORCE MAIN
	330" FORCE MAIN
	336" FORCE MAIN
	342" FORCE MAIN
	348" FORCE MAIN
	354" FORCE MAIN
	360" FORCE MAIN
	366" FORCE MAIN
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	384" FORCE MAIN
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	402" FORCE MAIN
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	414" FORCE MAIN
	420" FORCE MAIN
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	456" FORCE MAIN
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	474" FORCE MAIN
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	618" FORCE MAIN
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	690" FORCE MAIN
	696" FORCE MAIN
	702" FORCE MAIN
	708" FORCE MAIN
	714" FORCE MAIN
	720" FORCE MAIN
	726" FORCE MAIN
	732" FORCE MAIN
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	744" FORCE MAIN
	750" FORCE MAIN
	756" FORCE MAIN
	762" FORCE MAIN
	768" FORCE MAIN
	774" FORCE MAIN
	780" FORCE MAIN
	786" FORCE MAIN
	792" FORCE MAIN
	798" FORCE MAIN
	804" FORCE MAIN
	810" FORCE MAIN
	816" FORCE MAIN
	822" FORCE MAIN
	828" FORCE MAIN
	834" FORCE MAIN
	840" FORCE MAIN
	846" FORCE MAIN
	852" FORCE MAIN
	858" FORCE MAIN
	864" FORCE MAIN
	870" FORCE MAIN
	876" FORCE MAIN
	882" FORCE MAIN
	888" FORCE MAIN
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	954" FORCE MAIN
	960" FORCE MAIN
	966" FORCE MAIN
	972" FORCE MAIN
	978" FORCE MAIN
	984" FORCE MAIN
	990" FORCE MAIN
	996" FORCE MAIN
	1000" FORCE MAIN

State Name

AMELIA ISLAND

County

NASSAU COUNTY, FLORIDA

Plant Number

1518

Drawn By

BINGUYEN

Approved By

B.A.

Updated Date

APRIL 2003

Scale

1"=600'

Sheet

SHEET 1 OF 1

Water Distribution