ORDINANCE NO. 2016-08

AN ORDINANCE RESCINDING ORDINANCE NOS. 2014-002 AND 2015-01 AND ADOPTING AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ESTABLISHING RULES AND REGULATIONS, RATES, FEES AND SERVICE CHARGES TO BE IMPOSED FOR THE USER OF WATER AND SEWER SERVICES FOR THE WATER AND SEWER SYSTEM OWNED AND OPERATED BY NASSAU COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR DEFINITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nassau County Ordinance No. 2014-002, as amended by Ordinance No. 2015-01, established rules, regulations, and rates to be imposed by Nassau-Amelia Utilities (NAU) for use of water and sewer Services; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has determined it is necessary to rescind Ordinance Nos. 2014-002 and 2015-01.

NOW, THEREFORE, BE IT ORDAINED this 25th day of July, 2016, by the Board of County Commissioners of Nassau County, Florida, that Ordinance Nos. 2014-002 and 2015-01 shall be rescinded and an ordinance be adopted as follows:

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

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

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

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

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

SECTION 2. Definitions.

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

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

3. "COMMERCIAL SERVICE" – Commercial Service means a use of land or a building for non-residential purposes and shall encompass all uses not characterized as Residential Service.

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

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

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

7. "DWELLING UNIT" – A building, or a portion thereof, which is designed for Residential occupancy, consisting of one of more rooms which are arranged, designed or used as living quarters for one family only. This excludes hotels, motels, and tourist or trailer camps.

8. "EQUIVALENT RESIDENTIAL CONNECTION" – Equivalent Residential Connection (ERC) shall mean a capacity equivalency unit which corresponds to a single family Residential connection.

9. "IMPACT FEES" – As defined in Florida Statutes 163.31801, Impact Fees are an important source of revenue for the County to use in funding the infrastructure necessitated by new growth.

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

11. "MAIN" – A pipe, conduit, or facility used for conveying water or wastewater Service to individual Service Lines or to other Mains.

12. "METER" – Any device used to measure Service rendered to a Customer by the Utility.

13. "METER INSTALLATION CHARGE" – Meter Installation Charge shall mean a charge paid to the Utility by a developer or Consumer or Customer as reimbursement to the Utility for the cost of furnishing and installing the Meter and all other facilities at a water Service Connection either at the time of initial installation or whenever a change in size or capacity is performed.

14. "MULTI-FAMILY RESIDENCE" - A building or a portion of a building, regardless of ownership, containing more than one Dwelling Unit designed for occupancy by a single family and shall include, but not limited to apartments, townhouses, duplexes, and condominiums.

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

16. "POINT OF DELIVERY" - The Point of Delivery for Service shall be the outlet connection of the Utility's Meter, except in cases where 1) there is no Meter, 2) the Meter is not located at the property boundary, or 3) the Meter is located within a Multi-Family Residence. In each of these three exceptions, the Point of Delivery for Service shall be the point at which the Utility's piping connects with the on-site pipes at or near the property boundary.

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

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

19. "RESIDENTIAL" –Single-Family or Multi-Family Residences designed for permanent household occupancy

20. "RULES AND REGULATIONS" - The section of this Ordinance which sets forth a uniform method of determining the charges to be paid and the conditions to be met by Applicants in order to obtain Service from the Utility.

21. "SERVICE" – Service, as set forth herein and in agreement with Customer, shall be construed to include, in addition to all water and/or wastewater service required by the Customer, the readiness and ability on the part of the Utility to furnish water and/or wastewater Service to the Customer. Service shall conform to the standards set forth in Florida Statutes, Florida Administrative Code, and Nassau County Code.

22. "SERVICE CONNECTION" – The point of connection of the Customer's piping with the Meter or Service pipe owned by the Utility.

23. "SERVICE CONTRACT" – A written agreement setting forth in detail the terms and conditions under which the Utility will render Service to a single residence or single commercial facility.

24. "SERVICE LINES" – The pipe between the Utility's Mains and the Point of Collection which includes all the pipe, fittings, and valves necessary to make the connection to the Customer's premises.

25. "SERVICE INSTALLATION CHARGE" – The applicable fees are paid based on the estimated cost of activities associated with construction of a Water, Wastewater, or Reclaimed Water Service Lateral.

26. "SINGLE-FAMILY RESIDENCE" – A Residence on an individual lot, includes mobile homes.

27. "UTILITY" – Nassau-Amelia Utility.

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

SECTION 3. Rules and Regulations.

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

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

The Utility may provide Service to all Customers requiring such Service upon such terms as are

set forth in this Ordinance.

b. WASTEWATER SERVICE - To obtain wastewater Service, application shall be made by contacting the NAU Customer Service Office.

c. WATER SERVICE - To obtain water Service, application shall be made by contacting the NAU Customer Service Office.

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

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

f. WITHHOLDING SERVICE -The Utility may withhold or discontinue water and wastewater Service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Utility of such household, organization, or business for water and/or wastewater Service has been settled in full in accordance with Florida Administrative Code and Nassau County Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any Rule or Regulation set forth in this Ordinance or subsequently adopted resolutions per Section 11: Additional Rules, Regulations, and Policies.

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

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

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

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

In no case shall a Customer, except with the written consent of the Utility, extend his lines across

a street, alley, lane, court, property line, avenue, or other way in order to furnish water and/or wastewater Service to the adjacent property through one Meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, re-metering, sale, or disposition of Service, the Customer's water and/or wastewater Service will be subject to discontinuance until such unauthorized extension, re-metering, sale, or disposition of Service is discontinued and full payment is made to the Utility for water and/or wastewater Service rendered by the Utility (calculated on proper classification and Rate Schedules) and until reimbursement in full is made to the Utility for all extra expenses incurred for clerical work, testing, and inspections.

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

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

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

and/or wastewater Service, and the Utility reserves the right to discontinue or withhold water and/or wastewater Service to such apparatus or device.

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

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

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

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

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

In the event of any loss or damage to property of the Utility caused by or arising out of carelessness,

neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

p. ACCESS TO PREMISES - The duly authorized agents of the Utility shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing Utility property; reading the Meter; temporarily shutting off Service at the Meter or at any point of the Utility's property while repairs or investigations are performed; or for the performance under or termination of the Utility's agreement with the Customer; and in so doing, the Utility shall not be liable for trespass. This shall include the right of access to individual units, for any of the purposes stated above, where the Meter is or will be located within a unit Multi-Family Residence. The Utility shall deny or discontinue water and/or wastewater Service to any customer failing to cooperate with the Utility's access to the premises.

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

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

s. BILLING PERIODS - Bills for water and/or wastewater Service will be processed monthly and are due when rendered and shall be considered as received by the Customer when mailed to the Service address or some other address mutually agreed upon. Non-receipt of bills by the Customer shall not release the obligation of the Customer with respect to payment. The Utility shall not be responsible for delays or non-receipt of bills once mailed.

t. ADJUSTMENT OF BILLS - When a Customer has been overcharged or undercharged as a result of incorrect application of the Rate Schedules, incorrect reading of a water Meter, or other similar

reasons, the amount may be credited or billed to the Customer. In the event of a leak in the Customer's private plumbing, an adjustment for the water leaked may be requested pursuant to the following conditions:

a. The leak must be repaired by a licensed plumber or an irrigation specialist and a copy of the bill must be submitted along with a letter requesting the adjustment. Or the leak is of such a type that a resident may perform the repair (i.e., changing a toilet flapper) along with appropriate receipts.

b. The Customer must contact the Customer Service Office and request a service order to verify the leak address and obtain a current Meter reading. There will be no premise charge for this service.

c. The adjusted amount in gallons will be determined using the normal average monthly usage over the previous twelve (12) month period.

d. Single-family and multi-family master metered Residential water leaked shall be charged at the second tier rate.

e. Commercial and multi-family water leaked shall be charged at the Residential 1st tier rate.

f. Sewer adjustments will be given to Residential customers only when the twelve (12) month average usage is below 10,000 gallons.

g. Sewer charges are subject to adjustments for multi-family and commercial Customers using average monthly data from the previous twelve (12) month period. Additionally, a copy of a licensed plumber's bill along with a letter requesting said adjustment must be submitted. No adjustment will be granted if the leak enters the sewer.

h. At the discretion of the Public Works Director, a repayment plan may be

established. In no case shall the repayment plan exceed twelve (12) months.

Any adjustment request up to Five Thousand Dollars ($5,000.00) will be submitted to the Public Works Director for review and will be at the Director's discretion. No adjustment will be made for amounts less than $10.00.

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

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

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

x. DELINQUENT BILLS/TURN OFF – Bills are due when rendered. However, the Utility shall not consider the Customer delinquent until the 22nd calendar day following the billing date as stated on the current bill. The past due amount is subject to the Late Payment Charge at that time. If a Customer has not been delinquent for a minimum period of 24 months, the Customer may request waiver of the first Late Payment Charge incurred on the account. There shall only be one (1) late fee waiver for the life of the account. The Utility is under no obligation to waive the Late Payment Charge.

If the past due amount stated on the current bill is not paid by the due date on the current bill, NAU may discontinue Services. The current bill clearly states the past due amount and shall serve as written

notice. An additional delinquent notice may be sent to Customer either through email, if Customer has provided email address, or other methods as available. An account not paid by the cut-off date will be subject to the Violation Disconnection Charge. Payment must reach the Customer Service Office by 3:30 p.m. to ensure turn-on on the same day. Service shall be restored only after the Utility has received payment for all past due bills, penalties and reconnect charges from Customer. Delinquent turn-on will be scheduled according to route efficiency. Delinquent turn-on after hours will be subject to the Violation Reconnection Outside Business Hours Charge.

If payment is not received by 9:00 a.m. of the cut-off date, a Premise Visit Fee will be charged even if payment is made before the physical turn-off has been completed. This charge is to compensate the Utility for actual costs incurred for administrative processing, field services, scheduling, and driving time.

There shall be no liability of any kind against the Utility for the discontinuance of water and/or wastewater Service to a Customer for the Customer's failure to pay their bill on time. Overdue accounts are sent to a collection agency after every attempt is made by the Billing Department to collect the outstanding debt. After the accounts have been in collection for over 180 days, a request will be made to the County Manager to remove these past due accounts from the active accounts receivable. In the event that a Customer has an outstanding balance on another Utility account, the Utility will transfer the outstanding balance to the current account. All delinquency procedures and service charges will apply. A report will be provided annually to the Board of County Commissioners of County Manager approved write-offs.

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

z. PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY

- When both water and wastewater Service are provided by the Utility, payment of any water Service bill rendered by the Utility to a Customer shall not be accepted by the Utility without the simultaneous or concurrent payment of any water and/or wastewater Service bill rendered by the Utility. The Utility may discontinue both water Service and wastewater Service to the Customer's premises for non-payment of the water Service bill or water and/or wastewater Service bill, or if payment is not made concurrently.

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

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

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

bb. CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Utility with water and/or wastewater Service, written notice thereof shall be given at the office of the Utility not less than three (3) days prior to the date of change of the outgoing Customer. The outgoing Customer shall be held responsible for all water and/or wastewater Service used on such premises until such written notice is so received by the Utility, and the Utility has had reasonable time to discontinue the water and/or wastewater Service. However, if such written notice has not been received, the application of a succeeding occupant for water and/or wastewater Service will automatically terminate the prior account. The Customer's deposit may be transferred from one Service location to another, if both

locations are supplied water and/or wastewater Service by the Utility; the Customer's deposit *may not* be transferred from one name to another.

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

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

dd. STOPPAGE IN WASTEWATER SERVICE LINE - The Customer is responsible for cleaning and maintaining piping, fittings, and valves on Customer's premises to the point of the Service Connection with the Utility's service line. The Utility is not responsible for roots from trees, shrubbery, or foreign matter entering the piping, fittings, and valves of the Customer at any point prior to Service Connection with the Utility's service line. The Utility's service line is defined as the point where the private property line meets county or state ROW line. In private roads Utility's service line is defined as point where the private property line meets Home Owner Association or Property Owners Association ROW line.

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

ff. CUSTOMER DEPOSITS - ESTABLISHMENT OF CREDIT - Before rendering water

and/or wastewater Service, the Utility will require an Application for Service to establish credit satisfactorily, but such establishment of credit shall not relieve the Customer from complying with the Utility's rules for prompt payment of bills. Credit will be deemed so established, if:

a. The Applicant pays a cash deposit up to $5,000; and/or

b. The Applicant for Service furnishes an irrevocable letter of credit from a bank or a surety bond for remainder if the total of the deposits is greater than $5,000.00.

c. The Applicant for temporary Service pays deposit for 6 months of estimated water and/or sewer usage. After 6 months, the Applicant shall reapply for temporary Service for another 6 months.

The amounts of initial deposit are set forth on Exhibit "J" attached hereto.

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

hh. INTEREST ON DEPOSIT - The Utility shall not pay interest on Customer deposits.

ii. REFUND OF DEPOSIT - Deposit refunds shall be applied as a credit to the Customer's account after a Customer has established a satisfactory payment record and has continuous Service for twenty-three (23) months providing the Customer has not, in the preceding twelve (12) months:

a. Made more than one (1) late payment of a bill.

b. Paid with a check refused by a bank;

c. Been disconnected for non-payment;

d. At any time, tampered with the Meter; or

e. At any time, used Service in a fraudulent or unauthorized manner.

Nothing in this Rule shall prohibit the Utility from refunding, at any time, a Customer's deposit. Upon termination of Service, any remaining deposit may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than forty-five (45) days after Service is discontinued.

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

kk. RETURNED CHECK/ECHECKS (ELECTRONIC CHECKS) - Electronic Funds Transfer/ Automated Clearing House (EFT/ACH) - If a Customer's check, eCheck, EFT, or ACH is returned to the Utility as unpaid due to insufficient funds, closed account, incorrect account number or for some other reason, the Utility will notify the Customer of this situation. The Customer has five (5) days from the date of the contact to replace the check with cash or a money order. A Returned Payment Charge will be applied to the next bill. Any bank fees incurred by the County may also be charged to the Customer. If the returned check was originally presented to the Utility for Services that were turned off for non-payment, to pay past due balances in order to transfer water accounts, or to prevent disconnection of water and/or wastewater Services, the Utility may immediately disconnect or remove the water Service without notification to the Customer, waiving the 5-day grace period. All accounts with two (2) returned checks within one (1) year will be a cash only account up to one (1) year from the date of the last returned check. An unsigned check or a check that is incorrectly filled out does not reflect payment received and may be returned to the Customer. It is the Customer's responsibility to make arrangements to ensure that substitute payment will reach the Utility before the due date. All delinquent procedures and Service charges will apply. If a Customer's check is returned due to bank error, the Customer will be charged the Returned Payment Charge to cover the Utility's cost of processing. It is the Customer's responsibility to recover the

Service charge from his/her banking institution. If the Customer fails to pay the amount of the returned payment and any assessed charges, the returned payment shall be filed with the State Attorney's Office in accordance with Florida Statutes.

ll. FINAL METER READING - When a Customer terminates Service; the Utility will take a final Meter reading and prepare a bill from the last regular Meter reading date to the final Meter reading date. The deposit, if any, will be applied to the outstanding amount owed. Any excess deposit will be refunded. Charges in excess of the deposit will be billed. The Customer is responsible for supplying the correct forwarding address and for making timely payment of any final charges due.

All closed accounts with a balance of $5 or less will be written off. No refunds will be made for accounts with a credit balance of $5 or less.

mm. WATER LEAKS - The Utility is not responsible for investigating or informing the Customer of a leak on the Customer's side of the Meter. As a courtesy, the Utility makes a reasonable effort to inform the Customer of a leak on the Customer's side if noticed during routine Meter reads or maintenance.

When the Utility turns on water Service and the technician notices that the Meter is turning, the water will be immediately turned off and a notice will be left advising the Customer why the water is not turned on. When requesting Service to be turned on, it is the responsibility of the Customer to make sure all valves, faucets, and hoses are turned off. In the event the Utility does not detect the running water, the Utility is not responsible for water loss or damage.

nn. RE-READ METERS - Upon request of a Customer, the Meter will be re-read by the County. If the billed reading was correct, the Customer will be billed a Premise Visit Charge on the next monthly bill. If an incorrect reading was made, the Customer will not be charged for the re-read and will be issued a corrected bill with the corrected reading. If a leak on the Customer's side is discovered at the time the Utility performs the re-read, the Customer will be notified.

oo. STUCK METER - If the Utility suspects that a Meter may be malfunctioning or stuck, the Utility will send a maintenance crew to check out the Meter and replace it, if necessary. When a Meter is stuck or malfunctioning, the Utility will back bill the Customer with the average monthly consumption for the next three (3) consecutive months with read information from the new Meter. The back billing may go back 12 months. Although the Utility makes every reasonable attempt to detect a stuck Meter as soon as possible, it is difficult for the Utility to determine if the zero consumption is due to vacancy or Meter malfunction. Therefore, the Utility depends on the Customer to inform the Customer Service if billed zero consumption on an active account.

pp. DECEASED/PROBATE ESTATE – In the event a Customer dies, the name on the account shall be changed or account terminated as soon as possible upon notification of death.

Should a decedent have an unpaid balance for utility Services, the following shall occur:

a. The decedent's Personal Representative will notify the NAU Billing Department that a probate estate has been filed with the Probate Court.

b. The Billing Department shall ensure that a Notice of a Claim is filed with the Probate Court.

c. The Utility shall have the authority to disconnect Service for non-payment.

d. In the event that a decedent has no assets, with proof of death, the County Manager may waive the outstanding debt.

qq. BANKRUPTCY – In the event of notification to the Utility of bankruptcy of the Customer, the account shall be administratively divided between pre-petition date and post-petition date liabilities, unless otherwise directed by the Bankruptcy Court. A claim may be filed with the Court for payment of any pre-petition delinquencies. Unless the account is terminated, the Customer will be separately liable for charges for Service accruing after the petition date. Upon receipt of an Automatic Stay Order from the Bankruptcy Court that an individual has filed bankruptcy, the account will be placed on hold and a

proof of claim will be filed with the Bankruptcy Court. The Billing Department will cease attempts to collect on the debt. Collection attempts will resume if a Dismissal Order or Relief from Stay Order is received from the Bankruptcy Court. Upon receipt of a Discharge of Debtor Order, the outstanding debt will be forwarded to the County Manager for write off approval. A Discharge of Debtor Order prohibits the creditors from taking any form of collection action on discharged debts.

SECTION 4. Service Interruption.

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

SECTION 5. Right to Refuse Service.

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

SECTION 6. Rates for Water Services.

The rates for the System for water services ("Water Services") relating to single-family Residential, commercial, multi-family master Meter, and irrigation Services, are set forth on Exhibit "A" attached hereto.

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

The Service availability charges for Water Services, are set forth on Exhibit "C" attached hereto, The miscellaneous service charges for the System for all Utility Services, including Water Services are

set forth on Exhibit "D" attached hereto. Customer accounts in Service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days Service was provided. Customer accounts in Service over ten (10) days shall be charged the full billing period Base Facility Charges.

The rates for the System for Water Services shall be increased by five percent (5%) over the rates in effect on October 1 of each year, unless contrary action is taken by the Nassau County Board of County Commissioners. The rates increased shall be those shown on Exhibits "A" and "B". A complete schedule of current rates shall be filed annually with the County Manager.

SECTION 7. Rates for Wastewater Services.

The rates for the System for wastewater Services ("Wastewater Services") relating to commercial and multi-family master meter Services, are set forth on Exhibit "E" attached hereto.

The rates for the System for Wastewater Services relating to single-family Residential Service, are set forth on Exhibit "F" attached hereto.

The rates for the System for Wastewater Services relating to Residential wastewater only Services, are set forth on Exhibit "G" attached hereto.

The rates for the System for Wastewater Services relating to effluent Services, are set forth on Exhibit "H" attached hereto.

The Service availability charges for the System for Wastewater Services, are set forth on Exhibit "I" attached hereto.

The miscellaneous Services charges for the System for all Utility Services, including Wastewater Services, are set forth on Exhibit "D" attached hereto.

Customer accounts in Service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days Service was provided. Customer accounts in Service over ten (10) days shall be charged the full billing period Base Facility Charges.

The rates for the System for Wastewater Services shall be increased by five percent (5%) over the rates in effect on October 1 of each year, unless contrary action is taken by the Nassau County Board of County Commissioners. The rates increased shall be those shown on Exhibits "E", "F", "G", and "H". A complete schedule of current rates shall be filed annually with the County Manager.

SECTION 8. Water and Wastewater Impact Fees

a. EQUIVALENT RESIDENTIAL CONNECTION (ERC) - As a basis of providing a uniform and consistent method of distributing costs to developers within the service area, the Utility hereby establishes Equivalent Residential Connections, hereinafter referred to as ERCs, as the standard unit to measure water or wastewater demand. On or prior to issuance of a building permit, the number of ERCs attributable to any project shall be determined in accordance with this section.

(a) The use of three hundred fifty (350) gallons of water per day, the maximum daily amount of water expected to be consumed by a typical detached single-family Residential unit, constitutes one ERC.

(b) The generation of two hundred (200) gallons of wastewater per day, the greatest average of the maximum daily amount generated by a typical detached single-family Residential unit during each of any three (3) consecutive months.

(c) Each Single-Family Residence served by the Utility through a single wastewater Service Connection will constitute one (1) equivalent single-family Residential unit.

(d) For the uses identified in the following table, the number of water and wastewater ERCs will be determined as follows:

Type of Establishment	ERC
Residential	
Single-family, duplex or multi-family, per unit	1.00
Mobile home, per unit	1.00
Commercial	
Barbershops and beauty shops, per chair	0.29
Bowling alleys (toilet waste only), per lane	0.43
Dentist offices:	
Per non-wet chair	0.14
Per wet chair	0.57
Doctor office, per doctor	0.71
Food service operations:	
Ordinary restaurant, per seat	0.09
24-hour restaurant, per seat	0.14
Bar and cocktail lounge, per seat	0.09
Drive-in restaurant, per car space	0.09
Carry-out restaurant only, and grocery store, meat market, fish market, and delicatessen, per 100 feet of floor space.	0.06
Snack bar (in connection with any other business), per eight-hour shift	0.43
Hotel and motel, per room	0.43

Laundry, per machine	1.14
Office building, per 100 square feet	0.04
R.V. park and marina: Overnight, without sewer hookup, per R.V. space or dock space	0.14
Wastewater and sewer hookups, per R.V. space or dock space	0.43
Service station:	
Without car wash, per restroom	0.43
Add for car wash, per unit	1.71
Shopping center (without food or laundry), per 100 square feet of floor space (food or laundry portion, refer to food service or laundry, above)	0.06
Stadium, race track, ballpark, per seat (add food service, above)	0.01
Store, without food service:	
Private toilets for employees only, per restroom	0.43
Public toilets, per plumbing fixture	0.43
Theatre:	
Indoor auditorium, per seat	0.01
Outdoor, drive-in, per space	0.01
Industrial	
Factory, warehouse and offices, not including industrial waste (gallons per person, per shift):	
Per plumbing fixture (Industrial waste shall be calculated as to quantity and strength by the developer's engineer and submitted for approval and appropriate fees.)	0.43
Church, per seat	0.01

Hospital, per bed	0.43
Nursing, rest home, per person	0.29
Public institution other than hospital, per person	0.29
School (per student):	
Day-type	0.04
Add for showers	0.01
Add for cafeteria	0.01
Add for day school workers	0.04
Boarding type	0.21
Swimming and bathing facility, public restroom and shower, per person	0.03

(e) For all non-residential uses not specified in paragraph (d), the number of water and wastewater ERCs will be determined as follows:

(i) The number of water ERCs will be determined by multiplying the number of fixture units attributable to the project by twenty-five (25) gallons per day, and then dividing the result by three-hundred fifty (350) gallons per day per ERC. For example:

Total Water ERC Value = Number of Fixture Units X 25 gpd/350 gpd/ ERC

(ii) The number of wastewater ERCs will be determined by multiplying the number of fixture units attributable to the project by eighteen (18) gallons per day, and then dividing the result by two hundred (200) gallons per day per ERC. For example:

Total Wastewater ERC Value = Number of Fixture Units X 18 gpd/200 gpd/ERC

(iii) If the Utility is providing both water and wastewater Service to the project, the number of wastewater ERCs will be equal to the number of water ERCs.

(iv) Fixture units are a measure of the instantaneous rate of flow normally required by a particular type of plumbing fixture. The sum of the fixture units of all plumbing fixtures in a project is a measure of the total water used by that project. The fixture unit count is as defined in the most recent data published by the American Water Works Association.

(f) Other units not specifically listed in the table. Any new connection not specifically listed in this section and which is inconsistent with any unit listed in this section shall be handled in the following manner:

(i). The owner or developer shall provide the building department with a statement from a certified engineer as to the flow requirements for the facility to be built.

(ii). If an engineer's statement is unavailable, the owner or developer shall provide the building department with a complete list of all water outlets and/or the number and type of fixtures to be used, with the purpose for each outlet or fixture, and an estimated number of employees or users anticipated for the facility.

(iii). This information will be reviewed by the Utility and the building department to determine flow values, average gallons per day, and equivalence to a Residential unit to determine the appropriate impact fee.

b. IMPACT FEES – The water impact fee rates, are set forth on Exhibit "C" and the wastewater impact fee rates, are set forth on Exhibit "I" attached hereto.

SECTION 9. Water and Sewer Service Agreements.

Nassau Amelia Utilities is hereby authorized to charge for water and wastewater Impact Fees, engineering and inspection fees, legal and administrative fees, recording fees, and any other fees agreed upon will be included in any and all Water and Sewer Service Agreements to be entered into by developers and the Board.

Said Charges to be presented to the Board for County Commissioners for review and approval. All Water and Sewer Service Agreements shall be recorded in the Public Records of Nassau County.

SECTION 10. Severability.

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

SECTION 11. Additional Rules, Regulations, and Policies.

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

SECTION 12. Legal Representation.

The office of the County Attorney shall represent the utility.

SECTION 13. Appeals.

Any appeal from a decision of the Utility may be heard by the Board of County Commissioners whose decision shall be final.

SECTION 14. Repeal of Inconsistent Ordinances.

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

SECTION 15. Effective Date.

The Board of County Commissioners shall cause this Ordinance to be filed with the Secretary of State. This ordinance shall become effective on the 1st day of October 2016.

PASSED AND ADOPTED THIS 25th DAY OF July, 2016

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

Walter J. Boatright

Walter J. Boatright

Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD

MES 07.26.16

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

EXHIBIT SUMMARY

Exhibit Number	Service / Rate Category	Customer Class	Annual Index?	Effective: 10/1/2016 Index Amount
Exhibit A - P1	Water Service	SF	YES	5.00%
Exhibit A - P2	Water Service	MF	YES	5.00%
Exhibit A - P3	Water Service	GS	YES	5.00%
Exhibit A - P4	Water Service	IR	YES	5.00%
Exhibit B	Fire Protection	ALL	YES	5.00%
Exhibit C	Water Service Availability Charge	ALL	NO	N/A
Exhibit D	Miscellaneous Charges	ALL	NO	N/A
Exhibit E	Wastewater Service	GS & MF	YES	5.00%
Exhibit F	Wastewater Service	SF	YES	5.00%
Exhibit G	Wastewater Only Service	RES	YES	5.00%
Exhibit H	Wastewater Effluent Service	ALL	YES	5.00%
Exhibit I	Wastewater Service Availability Charge	ALL	NO	N/A
Exhibit J	Customer Deposits	ALL	NO	N/A

EXHIBIT "A" - P1

WATER SERVICE - RATE SCHEDULE: AMELIA ISLAND SINGLE-FAMILY RESIDENTIAL

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
5/8"	$ 9.04
3/4"	$ 13.56
1"	$ 22.60
1 1/2"	$ 45.20
2"	$ 72.32
3"	$ 144.64
4"	$ 226.00
6"	$ 452.00
8"	$ 723.20
10"	$ 1,039.60

Gallonage Charge (Per Thousand Gallons):

Up to 5,000 Gallons	$ 0.59
Between 5,001 - 10,000 Gallons	$ 1.04
Between 10,001 - 20,000 Gallons	$ 2.13
Between 20,001 - 30,000 Gallons	$ 4.36
Use Over 30,000 Gallons	$ 6.98

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "A" - P2

WATER SERVICE - RATE SCHEDULE: AMELIA ISLAND MULTI-FAMILY RESIDENTIAL MASTER METER SERVICE

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
5/8"	$ 9.04
3/4"	$ 13.56
1"	$ 22.60
1 1/2"	$ 45.20
2"	$ 72.32
3"	$ 144.64
4"	$ 226.00
6"	$ 452.00
8"	$ 723.20
10"	$ 1,039.60

Gallonage Charge (Per Thousand Gallons):

Up to 5,000 Gallons	$ 0.59
Use Over 5,000 Gallons	$ 1.04

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "A" - P3

WATER SERVICE - RATE SCHEDULE: AMELIA ISLAND COMMERCIAL SERVICE

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
5/8"	$ 9.04
3/4"	$ 13.56
1"	$ 22.60
1 1/2"	$ 45.20
2"	$ 72.32
3"	$ 144.64
4"	$ 226.00
6"	$ 452.00
8"	$ 723.20
10"	$ 1,039.60

Gallonage Charge (Per Thousand Gallons):

All Gallonage $ 2.16

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "A" - P4

WATER SERVICE - RATE SCHEDULE: AMELIA ISLAND
METERED IRRIGATION SERVICE

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
5/8"	$ 9.04
3/4"	$ 13.56
1"	$ 22.60
1 1/2"	$ 45.20
2"	$ 72.32
3"	$ 144.64
4"	$ 226.00
6"	$ 452.00
8"	$ 723.20
10"	$ 1,039.60

Gallonage Charge (Per Thousand Gallons):

5/8" meter	
Up to 10,000 Gallons	$ 2.13
Between 10,001 - 20,000 Gallons	$ 4.36
Use Over 20,000 Gallons	$ 6.98
3/4" meter	
Up to 15,000 Gallons	$ 2.13
Between 15,001 - 30,000 Gallons	$ 4.36
Use Over 30,000 Gallons	$ 6.98
1" meter	
Up to 25,000 Gallons	$ 2.13
Between 25,001 - 50,000 Gallons	$ 4.36
Use Over 50,000 Gallons	$ 6.98
1 1/2" meter	
Up to 50,000 Gallons	$ 2.13
Between 50,001 - 100,000 Gallons	$ 4.36
Use Over 100,000 Gallons	$ 6.98
2" meter	
Up to 80,000 Gallons	$ 2.13
Between 80,001 - 160,000 Gallons	$ 4.36
Use Over 160,000 Gallons	$ 6.98
3" meter	
Up to 160,000 Gallons	$ 2.13
Between 160,001 - 320,000 Gallons	$ 4.36
Use Over 320,000 Gallons	$ 6.98
4" meter	
Up to 250,000 Gallons	$ 2.13
Between 250,001 - 500,000 Gallons	$ 4.36
Use Over 500,000 Gallons	$ 6.98
6" meter	
Up to 500,000 Gallons	$ 2.13
Between 500,001 - 1,000,000 Gallons	$ 4.36
Use Over 1,000,000 Gallons	$ 6.98
8" meter	
Up to 800,000 Gallons	$ 2.13
Between 800,001 - 1,600,000 Gallons	$ 4.36
Use Over 1,600,000 Gallons	$ 6.98
10" meter	
Up to 1,150,000 Gallons	$ 2.13
Between 1,151,001 - 2,300,000 Gallons	$ 4.36
Use Over 2,300,000 Gallons	$ 6.98

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "B"

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

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
2"	$ 5.63
3"	$ 16.35
4"	$ 34.84
6"	$ 101.20
8"	$ 215.66
10"	$ 387.84

Gallonage Charge:

Not Applicable

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

Exhibit "C"

Water Service Availability Charges

Impact Fees:

Per ERC (ERC = 350 gpd)	Effective: October 1, 2016
Water Impact Fee	$ 1,105.00

Meter Installation Charges:

Standard Meter:	Meter Size	Effective: October 1, 2016
Per Connection -	5/8"	$ 200.00
Per Connection -	3/4"	$ 200.00
Per Connection -	1"	$ 205.00
Per Connection -	1 1/2"	$ 290.00
Per Connection -	2"	$ 290.00
Per Connection -	Over 2"	Actual Cost

	Effective: April 1, 2010
Meter with Built-In Backflow Preventor: All Meter Sizes	Actual Cost
Stand Alone Backflow Prevention Device: All Meter Sizes	Actual Cost

Service Installation Charges:

		Effective: October 1, 2016
Per Connection -	5/8"	Actual Cost
Per Connection -	3/4"	Actual Cost
Per Connection -	1"	Actual Cost
Per Connection -	1 1/2"	Actual Cost
Per Connection -	2"	Actual Cost
Per Connection -	Over 2"	Actual Cost
Under/Within Roadway		Actual Cost

Exhibit "D"

Water and Wastewater Miscellaneous Service Charges

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

Charge Type	Effective: October 1, 2016	Description of Charge
Initial Connection	$ 70.00	This charge would be levied for service initiation at a location where service did not exist previously.
Initial Connection Outside Business Hours	$ 240.00	Initial connection charge where customer requested service outside of the normal business day hours of 8:00 a.m. to 4:00 p.m.
Normal Connection	$ 60.00	This charge would be levied for transfer of service or reconnection for a new customer account at a previously served location.
Connect/Reconnect Outside Business Hours	$ 225.00	Normal connection charge where customer requested service outside of the normal business day hours of 8:00 a.m. to 4:00 p.m.
Premises Visit	$ 55.00	This charge would be levied for: • Customer requested meter re-read when the initial read was not in error • Premises visit for any reason at the request of the customer or as needed by the Utility • Delinquent payments received after turn-off work order has been generated, but before service has been disconnected • Each return trip to perform maintenance and/or activate service because work requested by the customer could not be completed during first scheduled visit
Violation Disconnection	$ 80.00	Charge for disconnection of service for cause, including non-payment or delinquency in bill payment.
Violation Reconnection	$ 60.00	This charge would be levied each time service has to be reconnected for existing customers who have been disconnected for non-payment or delinquency.
Violation Reconnection After Business Hours	$ 220.00	This charge would be levied if service is reconnected outside of the normal business day hours of 8:00 a.m. to 4:00 p.m. due to non-payment.
Temporary Disconnect Turn-Offs or Turn-Ons	$ 55.00	This charge would be levied for seasonal turn-off or turn -on upon the request of the customer.
Late Payment Charge	Greater of $ 5.00 or 5% of each bill	When a utility bill is delinquent and a written notice has been issued, the County shall impose a monthly late charge on the delinquent amount.
Covered, Obscured or Inaccessible Meters	$ 95.00	Charge levied to cover additional meter reading costs due to an inaccessible meter. Inaccessibility includes indoor meters, meters locked inside perimeter fences, and meters in yards with dogs.
Reading or Picking up a Hydrant Meter for Non-payment	$ 55.00	Charge levied for reading or picking up a hydrant meter due to non-payment.
Returned Payment Charges:		
Amount <= $50	$ 25.00	Charge reflects the added cost to the utility for processing a returned check and pursuing repayment. Any bank fees incurred by the County may also be charged to the customer's bill.
Amount > $50 and <= $300	$ 30.00	
Amount > $300	$ 40.00	

Exhibit "D"

Water and Wastewater Miscellaneous Service Charges

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

Charge Type	Effective: October 1, 2016	Description of Charge
Construction Fee (Temporary Connection)	$ 240.00	Charge for water connections for construction trailers and other temporary facilities requiring plumbing during building construction.
Meter Bench Test Fee	Actual Cost	Charge for testing water meter accuracy and for calibration, upon customer request.
Meter Change-Out	Actual Cost	Charges assessed when a customer requests changing the meter to a different size, but the utility deemed it as unnecessary.
Meter Relocation	Actual Cost	When a water meter needs to be relocated, the costs of the relocation are typically paid for by the party requiring the relocation.
Hydrant Flow Test	$ 105.00	Charge levied for testing conducted to measure pressure adequacy of hydrants for firefighting purposes.
Locate Sewer Connection	$60.00 per hr	Charge levied for physically locating a sewer connection.
Meter Removal/Service Tampering:		Charge levied for any attempt to interfere with or prevent the proper registration of a meter, to tamper with or work on a meter without the written permission of NAU, and to install any wires or other device which will cause service to pass through or around a meter without the passage of such service being registered fully by the meter.
First Offense	$ 250.00	
Repeat Offense	$ 500.00	
Improper Standby System Use		Charge levied for using water provided by the standby system for other than fire protection or testing purposes.
First Offense	$ 100.00	
Repeat Offense	$ 250.00	
Fire Line Connections - Tap Fees:		Charge for connecting to an NAU fire line for fire protection.
4"	Actual Cost	
6"	Actual Cost	
over 6"	Actual Cost	
Plan Review Charge unless Covered under Water & Sewer Agreement	$80.00 per sheet	Cost of extraordinary engineering service where substantial engineering design and study is required.
Inspection Charge unless Covered under Water & Sewer Agreement	$120.00 per visit	Charge levied to defray cost of administering and monitoring a new connection to the utility system before service is required, or to inspect for leaks. County-side leak inspection cost is waived.
Meter Rental Charge	$25 per month	Charge levied for use of NAU owned meters

EXHIBIT "E"

WASTEWATER SERVICE - RATE SHEDULE: AMELIA ISLAND COMMERCIAL AND MULTI-FAMILY MASTER METER SERVICES

RATE:

Base Facility Charge (BFC):

Meter Size	Charge per Billing Period Effective: October 1, 2016
5/8"	$ 18.99
3/4"	$ 28.49
1"	$ 47.48
1 1/2"	$ 94.95
2"	$ 151.92
3"	$ 303.84
4"	$ 474.75
6"	$ 949.50
8"	$ 1,519.20
10"	$ 2,183.85

Gallonage Charge (Per Thousand Gallons):

All Gallonage $ 5.58

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "F"

WASTEWATER SERVICE - RATE SHEDULE: AMELIA ISLAND SINGLE-FAMILY RESIDENTIAL SERVICE

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
5/8" x 3/4"	$ 18.99
3/4"	$ 18.99
1"	$ 18.99
1 1/2"	$ 18.99
2"	$ 18.99
3"	$ 18.99
4"	$ 18.99
6"	$ 18.99
8"	$ 18.99
10"	$ 18.99

Gallonage Charge (Per Thousand Gallons):

Up to 10,000 Gallons $ 5.58

Use Greater Than 10,000 Gallons

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "G"

WASTEWATER SERVICE - RATE SHEDULE: AMELIA ISLAND RESIDENTIAL WASTEWATER ONLY SERVICE

RATE:

Base Facility Charge (BFC):

Meter Size	Charge Per Billing Period Effective: October 1, 2016
All	$ 52.47

Gallonage Charge (Per Thousand Gallons):

Not Applicable

Minimum Charge:

Base Facility Charge

Prorated Base Facility Charges:

Customer accounts in service for ten (10) days or less in a month shall have the Base Facility Charges prorated for the actual number of days service was provided. Customer accounts in service over ten (10) days shall be charged the full billing period Base Facility Charges.

EXHIBIT "H"

WASTEWATER SERVICE - RATE SHEDULE: AMELIA ISLAND EFFLUENT SERVICE

RATE:

No Charge at this time.

Exhibit "I"

Wastewater Service Availability Charges

Impact Fees:

	Effective: October 1, 2016
Per ERC (ERC = 200 gpd) Wastewater Impact Fee	$ 1,548.00

Service Installation Charges:

Standard Meter:	Meter Size	Effective: October 1, 2016
Per Connection (Unpaved) -	4"	Actual Cost
Per Connection (Unpaved) -	6"	Actual Cost
Per Connection (Paved) -	4"	Actual Cost
Per Connection (Paved) -	6"	Actual Cost
Under/Within Roadway		Actual Cost

Exhibit "J"

Customer Deposits

Single-Family Residential Service

	WATER	SEWER
	Effective: October 1, 2016	Effective: October 1, 2016
	WATER	SEWER
5/8"	$ 25.00	$ 100.00
5/8" x 3/4"	$ 25.00	$ 100.00
3/4"	$ 45.00	$ 100.00
1"	$ 85.00	$ 100.00
1.5"	$ 150.00	$ 100.00
2"	$ 250.00	$ 100.00
>2"	*Determined on a case-by-case basis by County*	

Multi-Family Residential Master Meter Service

	Effective: October 1, 2016	Effective: October 1, 2016
	WATER	SEWER
Per Account	$ 25.00	$ 100.00

Commercial Service

Per Account by Meter Size	Effective: October 1, 2016 WATER	Effective: October 1, 2016 SEWER
5/8"	$ 30.00	$ 100.00
5/8" x 3/4"	$ 30.00	$ 100.00
3/4"	$ 50.00	$ 150.00
1"	$ 90.00	$ 200.00
1.5"	$ 175.00	$ 400.00
2"	$ 325.00	$ 750.00
3"	$ 635.00	$ 1,500.00
4"	$ 975.00	$ 2,300.00
6"	$ 1,985.00	$ 4,700.00
8"	$ 3,175.00	$ 7,500.00
10"	$ 4,250.00	$ 10,000.00

Metered Irrigation Service

	Effective: October 1, 2016	Effective: October 1, 2016
	WATER	SEWER
5/8"	$ 55.00	N/A
5/8" x 3/4"	$ 55.00	N/A
3/4"	$ 70.00	N/A
1"	$ 130.00	N/A
1.5"	$ 260.00	N/A
2"	$ 470.00	N/A
3"	$ 830.00	N/A
4"	$ 1,300.00	N/A
6"	$ 2,600.00	N/A
8"	$ 4,175.00	N/A
10"	$ 6,000.00	N/A