

IMPROVING LIVES. BUILDING COMMUNITY, to be the best utility in the country

JEA BOARD OF DIRECTORS SPECIAL MEETING

JEA Tower, T-19 | 21 West Church Street, Jacksonville, FL 32202 September 17, 2021 | 11:00 am - 12:00 pm

WELCOME

Meeting Called to Order Time of Reflection Introductions Adoption of Agenda (Action)

John Baker, Chair

Safety Briefing

Margaret Limbaugh, Director, Energy Project Management

COMMENTS / PRESENTATIONS

Comments from the Public Public

Special Meeting Format

Jay Stowe, Managing Director / CEO

CONSENT AGENDA (Action)

Board Meeting Minutes – July 27, 2021 Board Meeting Minutes – August 24, 2021 FY2022 JEA Board Calendar

FOR BOARD CONSIDERATION

RECOMMENDED RATE ADJUSTMENTS

FY2022 Rates Overview and Review of Public Rate Hearing Held on August 24, 2021

Juli Crawford, Director, Financial Planning & Analysis

Board Discussion and Action on Recommended Rate Adjustments (Action)

John Baker, Chair

UNBEATABLE TEAM

FY2022 Pay for Performance Program (Action)

Pat Maillis, Director, Employee Services

BUSINESS EXCELLENCE

Real Property Purchase - Purified Water Site (Action)

Jordan Pope, Director, Real Estate

OTHER BUSINESS AND CLOSING CONSIDERATION

Announcements - Next Board Meeting October 26, 2021

John Baker, Chair

Adjournment



IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

BOARD CALENDAR

2021 Board Meetings October 26, 2021 and November 16, 2021

2022 Board Meetings January 11, 2022 February 22, 2022 April 5, 2022 May 24, 2022 August 9-10, 2022 September 20, 2022

Committees
Finance & Audit Committee - October 15, 2021
Other Committees - TBD





Board of Directors Meeting September 17, 2021

To submit a public comment to be read during the meeting, please email Melissa Charleroy at charmm2@jea.com. Public comments must be received no later than 11:10am.

To provide public comment via WebEx, please refer to the Public Notice on jea.com for detailed instructions.

If you experience any technical difficulties during the meeting, contact Ontario Blackmon at (904) 665-4203 or JEA's WebEx Support Team at webexsupport@jea.com.



Safety Briefing

Margaret Limbaugh
Director, Energy Project
Management



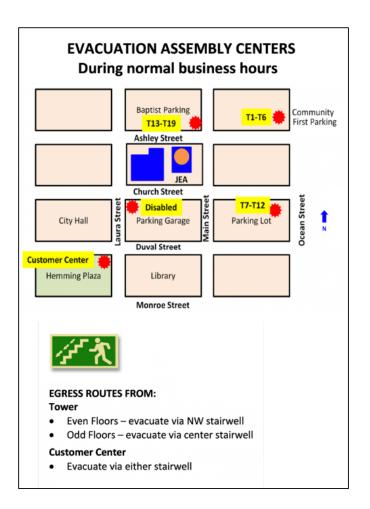
Develop an Unbeatable Team

Safety Briefing

JEA | 21 West Church Street

- In the event of an emergency, call 9-911 and alert others
- Emergency Evacuation Route (use stairwell)
- Assembly Location: Baptist Parking Lot (corner of Ashley & Main St.)
- Safety Partner (person to your right)
- Medical Conditions / CPR
- Hazard & Situational Awareness
- Cell Phone Etiquette







FY2022 Rates Overview & Review of August 24th Public Hearing

Juli Crawford
Director, Financial Planning &
Analysis



RATES& FEES

For Board Approval

Staff recommends the Board approve the proposed modifications to the following:

Rate Adjustment Recommendations Plant Capacity Fees Tap & Meter Fees Large Commercial Water Rate Other Tariff Administrative Items Backflow Prevention Devices Use of funds – Line Extension Growth Capacity Charges Fire Protection language Tariff Reformat







FY22 Pay for Performance Program

Pat Maillis Director, Employee Services



Develop an Unbeatable Team

FY22 Proposed Pay for Performance Program



FY22 metrics will continue to focus on the company's strategic initiatives and areas of focus and recommend updating each of these metrics to better align the employees' ability to influence the metrics and execution of the company's capital plan to include:

Strategic Focus Area	FY22 Pay for Performance Measures	Exceeds	Meets
Unbeatable Team	Safety – Lost-Time Incident Rate (LTIR)	< 0.42	< 0.45 – 0.42
Customer Loyalty	Residential Customer Satisfaction	1 st Quartile	2 nd Quartile
	Business / Commercial Customer Satisfaction	1 st Quartile	2 nd Quartile
Business Excellence	Electric O&M \$		\$252,877 - \$266,186
	Water / Wastewater O&M \$		\$182,866 - \$192,490

Total estimated cost of FY22 Pay for Performance Program not to exceed \$8,896,748

Requesting Board Approval of FY22 Pay for Performance Program



Real Property Purchase – Purified Water Site

Jordan Pope

Director, Real Estate



Deliver Business Excellence

What is Purified Water?



- Integrated Water Resource Plan (IWRP) identified purified water to meet future water supply needs
- Water purification further purifies available reclaimed water to drinking water quality
- The purified water can be used to recharge the aquifer
- This results in:
 - Increased available water supply and aguifer sustainability
 - Maximizing the use of available water resources
 - Directly reducing the water discharged to the St. Johns River (SB64)

IWRP CIP



Purified Water is the First Project in the Integrated Water Resource Plan Schedule

Purified Water Program

JEA

Phase I

R&D PILOTING

- Technology Evaluation
- Ensured water quality for health and safety
- Completed 2019

Phase II

DEMONSTRATION

- Optimize treatment
- Staff Training
- Aquifer Recharge testing
- Public education

Phase III

IMPLEMENTATION

- Full Scale Implementation
- System expandable as demands increase
- Aquifer Recharge for CUP credit

Phase I - Pilot Testing Completed

- Began in 2016
- Membrane-based treatment selected for future phases
- Project received numerous engineering and environmental awards

Phase II - Demonstration Facility

- 1 mgd operational by 2024
- Visitor Education Center + Public Outreach
- Site identified for purchase

Phase III - Implementation

- Needed as early as 2028 to meet water demands
- Needed by 2032 to comply with elimination of discharge (SB64)
- Purified water is the only option that does both







Purified Water is Critical to Meet IWRP Water Demands and Elimination of Discharge

Purified Water Property

JEA

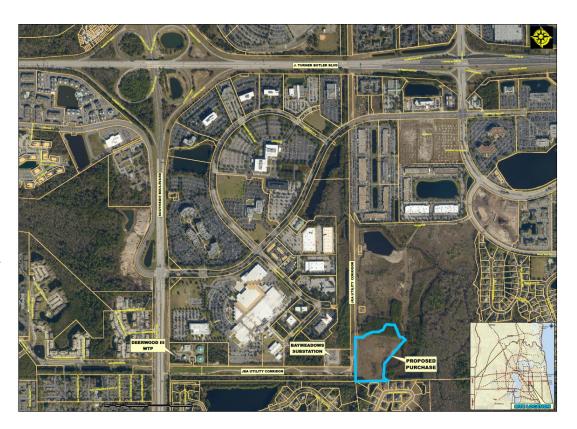
JEA's IWRP identified the South Grid as the location for the purified water demonstration project

The site is well positioned for integration into the existing JEA system and will allow for future expansion

JEA and the seller have agreed to a purchase price of \$3,276,000 for the 11.88± acre tract

Preliminary project cost is estimated at \$40M which includes piloting for research & optimization, a well for aquifer performance testing, staff training facilities, and a visitor education center

This project is needed before JEA can implement the IWRP and comply with SB64 Elimination of Discharge which require more than \$1.5B in capital investments



Requesting Board Approval of Real Estate Property Purchase for Purified Water Site

JEA BOARD OF DIRECTORS MEETING MINUTES July 27, 2021

The JEA Board met in regular session at 9:00 am on Tuesday, July 27, 2021, JEA's Westside Service Center, 6727 Broadway Ave, Jacksonville, FL 32254. The public was invited to attend this meeting inperson at the physical location and virtually via WebEx. Attendees were required to wear masks and CDC guidelines and social distancing were required at the meeting location.

WELCOME

Meeting Called to Order – Board Chair John Baker called the meeting to order at 9:02 am. Board members in attendance were General Joseph DiSalvo, Marty Lanahan and Bobby Stein. Board members Dr. Zachary Faison and Tom VanOsdol participated in the meeting virtually via WebEx. A quorum of the Board was physically present for the meeting.

Others in attendance in-person were Jay Stowe Managing Director/CEO; Jody Brooks Chief Administrative Officer; Laura Dutton, Chief Strategy Officer; David Emanuel, Chief Human Resources Officer; Sheila Pressley, Chief Customer Officer; Council Member Michael Boylan, Council Liaison; and Madricka Jones, Executive Assistant to CEO.

Chair Baker announced that this would be an abbreviated meeting to cover any action items and the strategy session that was to take place immediately following the regular Board meeting would be postponed due to the unexpected passing of Board member Dr. Leon Haley. Chair Baker, provided words of reflection for Dr. Haley. Board members General DiSalvo, Dr. Faison, and Tom VanOsdol offered words of reflection as well.

Time of Reflection – A moment of reflection was observed by all.

Safety Briefing and Moment – Sharon Van de Heuvel, Director, ERP Systems, presented the Safety Briefing and a Safety Moment on Summer Sun Awareness.

Introductions – Mr. Stowe introduced and welcomed JEA's new council liaison, CM Michael Boylan.

Adoption of the Agenda – On *motion* by Marty Lanahan and seconded by General DiSalvo, the agenda was approved.

Consent Agenda

Adoption of Minutes – On *motion* by Marty Lanahan and seconded by Bobby Stein the minutes for the June 22, 2021 Board meeting was approved.

COMMENTS / PRESENTATIONS

Council Liaison's Comments – Council Member Michael Boylan expressed his appreciation for the opportunity and thanked the Board for bringing back credibility to the organization. CM Boylan stated he is here to support and do his part in advancing the well-being of the organization.

Comments from the Public

There were no in-person, virtual, or emailed public comments.

July 27, 2021

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Managing Director / CEO Report – Mr. Stowe opened his report with an expression of appreciation for the words of remembrance for Dr. Haley. Mr. Stowe provided his own words of reflection for Dr. Haley, specifically his leadership with COVID and vaccines. In honor of Dr. Haley, Mr. Stowe announced JEA is working with Mia Jones to sponsor a mobile vaccine clinic. Mr. Stowe also recognized JEA employees that have passed away over the last year. Mr. Stowe then provided updates on the Leadership Team, early retirement, the Black Creek project with St. John's River Water Management District, JD Power survey results, Plant Vogtle delays, and rates and fees (specifically fuel cost adjustments, capacity fees). Mr. Stowe closed by saying he is proud to be a part of the team and appreciates the work the Board is doing to support Staff and also what employees do to support NE Florida. There were no questions.

Monthly Performance Update – Baley Brunell, Director, Facilities and Fleet Services, provided an overview of the JEA Performance Scorecard data through June 30, 2021. Ms. Brunell highlighted the metrics for safety; JDP customer satisfaction survey results; environmental compliance; sales, revenue and expenses for both the electric and water/wastewater systems; reliability; and pay for performance projections. A brief discussion ensued amongst Board members and feedback was provided.

Current Refunding Bond Offering Results – Joe Orfano, Vice President, Financial Services provided an overview of JEA's current refunding bond offering results and recognized his team for their significant efforts on these transactions. Positive feedback was provided by the Board.

FOR BOARD CONSIDERATION

Settlement of Administrative Challenge & Approval of Cost Participation Agreement – Jay Stowe provided the overview of the participation agreement with the St. John's Water Management District to support the Black Creek Water Resource Development Project. Mr. Stowe closed with the recommendation the Board delegate authority to the CEO/Managing Director to execute the Participation Agreement and take necessary action to dismiss the administrative petition.

On motion by Marty Lanahan and seconded by Bobby Stein, Resolution 2021-16 was approved.

Proposed FY22 Board Calendar – Laura Dutton, Chief Strategy Officer, provided a review of the remaining FY21 calendar and proposed FY22 calendar with proposed topics. Ms. Dutton requested feedback and stated Staff will bring back a final calendar to the Board for approval. Positive feedback was provided by the Board.

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business / Open Discussion – Bobby Stein noted that it was nice to meet at a different location and requested more focus on Plant Vogtle's status. General DiSalvo also provided his thoughts on Plant Voglte's status and delays.

Chair's Report – None

Announcements – Next Board Meeting and Rate Hearing August 24, 2021

Adjournment – With no further business coming before the Board, Mr. Baker declared the meeting adjourned at 10:00 AM.

JEA Board Meeting Minutes	July 27, 2021	Page 3
APPROVED BY:		
	Marty Lanahan, Secretary	<u>y</u>
	Date:	
Board Meeting Recorded by:		
Madricka L. Jones		

Executive Assistant to CEO

JEA BOARD OF DIRECTORS MEETING MINUTES August 24, 2021

The JEA Board met in regular session at 9:00 am on Tuesday, August 24, 2021, on the 19th Floor, 21 W. Church Street, Jacksonville, Florida. The public was invited to attend this meeting in-person at the physical location and virtually via WebEx. Attendees were required to wear masks and CDC guidelines and social distancing were required at the meeting location.

WELCOME

Meeting Called to Order – Board Chair John Baker called the meeting to order at 9:01 am. Board members in attendance were Joseph DiSalvo and Thomas VanOsdol. Dr. Zachary Faison, Marty Lanahan and Bobby Stein participated in the meeting virtually. A quorum of the Board was not physically present for the meeting.

Others in attendance in-person were Jay Stowe, Managing Director/CEO; Jody Brooks, Chief Administrative Officer; Laura Dutton, Chief Strategy Officer; David Emanuel, Chief Human Resources Officer; Sheila Pressley, Chief Customer Officer; Regina Ross, Chief Legal Officer, Office of General Counsel; Juli Crawford, Director, Financial Planning & Analysis; Madricka Jones, Executive Assistant and Melissa Charleroy, Manager, Board Services.

Time of Reflection – A moment of reflection was observed by all.

Introductions – Chair Baker recognizing there were no introductions to be made proceeded with the business of the meeting.

Adoption of the Agenda – Jody Brooks, Chief Administrative Officer, noted that a quorum of the Board of Directors was not physically present. Based on guidance received by the Attorney General's Office and the Office of General Counsel, physical presence is required for quorum purposes to take action upon agenda items. The Board may receive the agenda items for information only. Due to time sensitive items, staff will request a special Board meeting in September for Board Members to take action when a physical quorum is reached.

The agenda is provided for information only.

Safety Briefing and Moment – Kym Traylor, Director, Network & Telecommunications Services, presented the Safety Briefing and a Safety Moment on vehicle safety and back to school reminders.

COMMENTS / PRESENTATIONS

Council Liaison's Comments – Council Member Michael Boylan provided the Board with a brief update on the Council Auditor's report. There were no questions or comments.

Comments from the Public

In-Person Public Comments:

Laurie Johnson, property owner, addressed the Board requesting JEA to revise the requirements for proving residency to include a providing a copy of a signed lease agreement prior to activating service.

August 24, 2021

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Ms. Johnson referenced a letter written to the JEA Board of Directors and a response received by Sheila Pressley, Chief Customer Officer.

Online Public Comment:

Curtis Hart, representing Northeast Florida Builders Association, addressed the Board referencing a letter dated August 20, 2021, related to the proposed capacity fee increase and cited concerns regarding the ability to deliver affordable housing in the JEA service area. In lieu of providing public comment during the rate hearing, Chair Baker allowed Mr. Hart to provide his comments.

Email Public Comment: N/A

Managing Director / CEO Report – Jay Stowe, Managing Director/CEO, opened his report with an expression of thanks to the Board and the JEA team members that help make Northeast Florida better every day. Mr. Stowe provided an update on the Leadership Team noting Ted Phillips, Chief Financial Officer and Raynetta Marshall, Chief Operations Officer begin next week and the announcement of Laura Schepis, Chief External Affairs Officer, who will begin in late September. Additional highlights included a vaccination event honoring Dr. Leon Haley; August 26, 2021 is Florida Lineworker Appreciation Day; recognition of Vickie Cavey, Special Assistant to the CEO; and a review of presentations that will be provided at today's meeting.

Board Members expressed their appreciation of Ms. Cavey for her service, as well as congratulating Mr. Stowe for recruiting an unbeatable Leadership Team and for hosting the vaccination event in honor of Dr. Haley.

CONSENT AGENDA

The Consent Agenda consists of agenda items that require Board approval but are routine in nature or have been discussed in previous public meetings of the Board. A quorum of the JEA Board of Directors was not physically present. Consent Agenda items will be brought before the Board at the September Special Board meeting.

Board Meeting Minutes – July 27, 2021 – Received for information **FY2022 JEA Board Calendar** – Received for information

RATE HEARING

The JEA Board held a public hearing on Tuesday, August 24, 2021, as duly noticed in the Florida Times-Union to consider as advertised:

- 1. Modifications of the JEA Electric Tariff Documentation
- 2. Modifications of the JEA Water and Sewer Rate Document
- 3. Modifications of the Electric Tariff Documentation and Water and Sewer Rate Document
- 4. Modifications to the Fuel Rate Stabilization Fund in FY22 and modifications to the Pricing Policy

Called to Order – The Public Hearing was called to order by Chair Baker at 9:27 am and the proposed modifications were presented by Juli Crawford, Director, Financial Planning & Analysis.

August 24, 2021

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Rates Overview – Ms. Crawford presented a summary of the proposed FY2022 rate fee adjustments as presented at the June 22, 2021 Board meeting. Presentation materials are on file.

- 1. Water & Sewer Rate Adjustment Plans including:
 - a. Plant Capacity Fees
 - b. Tap & Meter Fees
 - c. Large Commercial Water Rate
 - d. Other Tariff Administrative Items backflow prevention devices, use of funds line extension growth capacity charges, fire protection language and tariff reformat
- 2. Electric Rate Adjustment Plans including:
 - a. Energy Rate
 - b. Fuel Rate
 - c. Other Administrative Items economic development programs, remove Residential Flex Rate Pilot and other format edits

Ms. Crawford also provided a historical timeline for the proposed rates and fees dating back to FY20, benchmarks for combined capacity fees in relation to other Florida utilities, review of proposed energy rate adjustments and noted the average residential bill will see no impact. Board members offered positive comments and questions. This agenda item was received for information and will be presented at the September Special Board meeting for action.

Comments from the Public

In-Person Public Comments: N/A

Online Public Comment:

Ms. Brooks stated the Board recognizes public comments regarding rates previously made by Mr. Curtis Hart.

Email Public Comment: N/A

With no further business claiming the attention of the Board, the Public Hearing was adjourned at 9:40 am and the regular Board Meeting was reconvened.

FOR BOARD CONSIDERATION

Monthly Performance Update – Kevin Holbrooks, Director, Air & Lab Permitting & Compliance provided a JEA Performance Scorecard overview of data through July 31, 2021. Focusing on the three strategic focus areas, Mr. Holbrooks highlighted results for safety, customer satisfaction, environmental compliance, electric and water/wastewater costs, reliability and noted pay per performance is currently projected at 3.3% of base salaries. Board members offered positive comments.

At 9:46 am, with the approval of Chair Baker, Ms. Brooks reopened the Public Hearing for comments from the public.

Helena Berthell, resident, addressed the Board requesting justification for the electric rate adjustment. Mr. Stowe noted an adjustment is necessary due to a combination of an increase in capital and operation and maintenance costs, as well as forecasted increase costs with Plant Vogtle.

August 24, 2021

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With no further business claiming the attention of the Board, the Public Hearing was adjourned at 9:49 am and the regular Board Meeting was reconvened.

UNBEATABLE TEAM

Strategic Direction – David Emanuel, Human Resources Officer, opened the presentation reviewing the seven pillars of JEA's culture highlighting diversity, equity and inclusion.

Mr. Stowe reviewed the various avenues leadership has been discussing strategic direction since March 2021 and stated the purpose of today's presentation is to walk through JEA's strategic direction and confirm staff is on the correct path. Mr. Stowe highlighted JEA's core values of safety, respect and integrity.

Mr. Emanuel introduced Valerie Gutierrez, Business Manager, International Brotherhood of Electrical Workers (IBEW) Local 2358. Ms. Gutierrez thanked Mr. Emanuel and the Human Resources team for allowing employees to return to remote work with the increase in COVID-19 numbers. Ms. Gutierrez also expressed appreciation to the COVID-19 Response Team including Tony Long, Maryann Evans, Maria Salgueiro and Jennifer Bacmeister for finding new ways to keep employees safe. Ms. Gutierrez recognized the Women in Trades organization for their support of women in craft positions. Ms. Gutierrez highlighted various community projects IBEW has recently supported including HabiJax and Children's Home Society.

At the request of Chair Baker, Mr. Emanuel reviewed long-term workforce planning including proactive planning and early hiring, retention, knowledge transfer and continuous employee development, as well as current hiring challenges. Board members held discussions and provided feedback regarding talent management and metrics. This presentation was received for information.

FY2022 Pay for Performance Program – Pat Maillis, Director, Employee Services, along with Tony Long, Director, Safety & Health Services, Tim Hunt, Director, Customer & Utility Analytics and Juli Crawford, Director, Financial Planning & Analysis, opened the presentation with the history and the purpose of the program which is to reward and recognize exceptional performance as measured against pre-established goals. Ms. Maillis noted the program is required to comply with Florida Statute 215.425(3) and provided an overview of the provisions which ensure appropriate financial controls and oversight, which remain unchanged from the FY21 program. Ms. Maillis reviewed the FY22 measures which align with JEA's capital plan and continue to focus on JEA's strategic initiatives and areas of focus. Ms. Maillis noted the estimated program payout is \$5,546,915 with an estimated cost not to exceed \$8,896,748. Mr. Long provided a review of the safety and performance metrics, recommending revising the recordable incident rate to a lost time incident rate along with the FY22 recommended performance thresholds. Mr. Hunt reviewed the FY22 recommended metrics for residential and commercial customer satisfaction scores. Ms. Crawford provided the FY22 financial performance metrics recommendations replacing current cost metrics with operations and maintenance spend within 5% of the approved budget. Board members held discussions and provided feedback. This presentation was received for information and will be presented at the September Special Board meeting for action.

CUSTOMER LOYALTY

FY21 JD Power Residential Customer Satisfaction Survey – Wave 3 Results – Sheila Pressley, Chief Customer Officer, presented the wave 3 J.D. Power residential customer satisfaction survey results including customer touchpoints; campaigns to deliver brand messaging; scores since FY19 noting JEA received a score of 770 and has moved into the middle of the second quartile, ranking 55th out of 145 participants; six key drivers which are all at or above industry average; areas of improvement

August 24, 2021

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including corporate citizenship, power quality and reliability, billing and payment attributes, and customer views on economic development and promotion of key messages to the public. Mr. Stowe provided comments on employee engagement. Council Member Boylan shared a personal story regarding power restoration and posed questions regarding the impact of a rate increase on customer satisfaction scores. Board members held discussion and provided feedback. This presentation was received for information.

BUSINESS EXCELLENCE

Fuel Rate Adjustments – Juli Crawford, Director, Financial Planning & Analysis, provided the fuel charge history, the ways it has changed and the strategy for recovering fuel costs going forward. Ms. Crawford noted effective October 1, 2021, the fuel charge by \$2/MWh to \$30.50/MWh. Since the initial recommendation, fuel rates have increased, which will result in the Fuel Stabilization Fund falling below the Pricing Policy target before the beginning of FY22 and drawing down to \$0 mid-year FY22. Staff is recommending to adjust fuel costs more frequently resulting in the elimination of the fuel stabilization fund. Staff will continue to explore and present an official recommendation for fuel cost adjustments and proposed modifications to the Pricing Policy at the October Finance and Audit Committee, which will require Board approval. Board members held discussions. Joe Orfano, Vice President, Financial Services, provided information regarding rating agency views on fuel rate adjustments and revolving credit for liquidity. Ms. Pressley provided information regarding customer perception regarding fuel rate adjustments. This presentation was received for information.

Board Member VanOsdol departed the meeting at 11:00 am and returned at 11:04 am.

Vogtle Update – Joe Orfano, Vice President, Financial Services, provided an update on Plant Vogtle Units 3 and 4 highlighting recent developments including a \$1.1 billion increase in the total project cost and delays in the in-service dates. Mr. Orfano reminded the Board that this remains a considerable risk to both the cost and the schedule to complete both units. Mr. Orfano highlighted Georgia Power and MEAG next steps and noted JEA will conduct a construction site tour in September and provide a deep dive presentation at the October Board meeting, as well as a verbal or written update each month going forward. Board members held discussions and provided feedback. This presentation was received for information.

Real Property Purchase – Jordan Pope, Director, Real Estate, referencing Resolution 2021-18, provided a review of JEA's proposed acquisition of a purified water site in support of JEA's purified water initiative, which is part of JEA's Integrated Water Resource Plan. JEA and the seller have agreed to a purchase price of \$3,276,000. Board members requested additional information. This presentation was received for information and will be presented at the September JEA Special Board meeting for action.

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business / Open Discussion – Board Member Marty Lanahan requested an update, and Council Member Michael Boylan provided information regarding the appointment of a new JEA Board Member.

Chair's Report - None

Announcements – The next regularly scheduled Board Meeting is September 28, 2021. Due to the time sensitivity of some agenda items, staff will submit a placeholder for the Special JEA Board Meeting on September 17, 2021.

JEA Board Meeting Minutes	August 24, 2021	Page 6
Adjournment – With no further adjourned at 11:26 am.	business coming before the Board, Chair	Baker declared the meeting
APPROVED BY:		
	Marty Lanahan, Secre	etary
	Date:	
Board Meeting Recorded by:		
Melissa Charleroy		
Manager, Board Services		



BOARD RESOLUTION: 2021-17

September 17, 2021

JEA FISCAL YEAR 2022 BOARD CALENDAR

WHEREAS, within Article 21, Section 21.03, City of Jacksonville Charter (JEA Charter), the governing body generally is to meet monthly, but in no event meet less than eight (8) times a year;

WHEREAS, JEA proposes the following Fiscal Year 2022 Board Meeting Calendar, which will adjust the cadence and meeting schedule to align to Section 21.03 of the JEA Charter:

JEA Board of Directors Meetings

October 26, 2021 November 16, 2021 January 11, 2022 February 22, 2022 April 5, 2022 May 24, 2022 August 9-10, 2022 September 20, 2022

Finance & Audit Committee Meetings

October 15, 2021 February 11, 2022 May 13, 2022 September 9, 2022

Opposed Abstained

WHEREAS, the Board acknowledges that the Bylaws section of the current JEA Board Policy Manual was not revised when Section 21.03 of the JEA Charter was amended and will amend the JEA Bylaws section of the JEA Board Policy Manual to align with the JEA Charter by a separate action of the Board.

BE IT RESOLVED by the JEA Board of Directors that:

- 1. The Fiscal Year 2022 JEA Board Meeting Calendar is approved as proposed.
- 2. JEA will entertain an amendment to the JEA Board Policy Manual Bylaws to align with the JEA Charter language by a separate action of the Board.

Dated this 17th day of September 2021.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE
In Favor



BOARD RESOLUTION: 2021-20

September 17, 2021

A RESOLUTION REGARDING RATE SCHEDULE CHANGES AND ADDITIONS TO THE **EXISTING ELECTRIC TARIFF DOCUMENTATION** AND WATER AND **SEWER RATE** DOCUMENT; CONDUCTING A PUBLIC HEARING AND FINDING MODIFICATIONS OF THE ELECTRIC DOCUMENTATION AND WATER AND SEWER RATE DOCUMENT TO BE REASONABLE; IMPOSING THESE MODIFICATIONS FOLLOWING THE PUBLIC HEARING; PROVIDING FOR THE IMPLEMENTATION OF THESE MODIFICATIONS; WAIVER OF PRICING POLICY REQUIREMENT REGARDING FUEL RATE STABILIZATION FUND BALANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 24, 2021, pursuant to a duly published notice, a copy of which is attached hereto as **Exhibit I**, JEA held a Public Hearing to consider changes to the existing Electric Tariff Documentation to increase energy charges to all rate classes and other administrative items and to consider changes to the Water and Sewer Rate Document to implement a phased-in increase to plant capacity fees, an increase to tap and meter fees, an increase to the large commercial water rate and other administrative items; and

WHEREAS, at that Public Hearing JEA staff presented statements and documentation which demonstrated the purpose and need for the requested modifications of the existing Electric Tariff Documentation and the Water and Sewer Rate Document for consideration by the Board; and

WHEREAS, a new fuel rate adjustment strategy was presented that included an adjustment to the Fuel Rate that will cause the Fuel Rate Stabilization Fund balance to drop below the target established in JEA's Pricing Policy and a consideration of waiving the Pricing Policy requirement was considered by the Board; and

WHEREAS, any public testimony which was presented at the Public Hearing was considered by the Board; and

WHEREAS, JEA has heard all presentations, reviewed all documentation and is fully advised of the premises; now therefore:

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BE IT RESOLVED by JEA:

- 1. Modifications of the JEA Electric Tariff Documentation, a copy of which is attached hereto as **Exhibit II**, and incorporated herein by reference, are hereby found to be reasonable, and accordingly are adopted effective October 1, 2021.
- 2. Modifications of the JEA Water and Sewer Rate Document, copies of which are attached hereto as **Exhibit III**, and incorporated herein by reference, are hereby found to be reasonable, and accordingly are adopted effective October 1, 2021.
- 3. Staff is authorized to take any necessary administrative actions to implement the approved JEA Electric Tariff Documentation and Water and Sewer Rate Document modifications.
- 4. The requirement in JEA's Pricing Policy that requires a certain target be maintained in the Fuel Rate Stabilization Fund is waived. JEA will forecast a complete draw-down of the Fuel Rate Stabilization Fund in FY22 as opposed to the target set within the Pricing Policy. Staff will continue to explore modifying the Pricing Policy to a more frequent Fuel Charge adjustment and will make recommendations to the Board in FY22.

5. This Resolution shall be effective immediately upon passage by the Board.			
Dated this 17th day of September, 2021.			
154 B 4 OL :			
JEA Board Chair	JEA Board Secretary		
Form Approved by			
	Office of General Counsel		
VOTE			
VOTE			
In Favor			
Opposed			
Abstained			

Notice of Public Hearing

JEA will conduct a public hearing a 9:00am., or as soon thereafter as the matter may be heard, on Tuesday, August 24, 2021, at the JEA Tower, 21 West Church St., Jacksonville, Florida 32202 (or join virtually at jea.com/liveboardmeeting), to consider the following:

- 1. Modification of the Electric Tariff Documentation:
 - a) to existing electric energy charges; and
 - b) to extend the Economic Development Program; and
 - c) for administrative item to the removal of the Residential Flex Pilot rate
- 2. Modification of the Water and Sewer Tariff Documentation:
 - a) to existing water and wastewater plant capacity fees; and
 - b) to tap and meter fees; and
 - c) to water volume charges for 10" meters and larger; and
 - d) for administrative items to the language for Backflow Prevention program; the language for Use of Funds for Line Extension Growth Capacity Fees; and the reclassification of Service Charges

The public is invited to be present and heard. If any person with a disability requires reasonable accommodations to participate in the above hearing, please call (904) 665-7550 no later than three (3) days before the meeting.

If a person decides to appeal any decisions made by JEA with respect to any matter considered at the proceedings, for the purpose of such appeal, that person will need a record of the proceedings and for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

John Baker Chair



Thirty-Eighth Revised Sheet No. 1.0 Deleted: Seventh JEA Canceling Thirty-Seventh Revised Sheet No. 1.0 Deleted: Sixth ELECTRIC TARIFF DOCUMENTATION VOLUME 1 **JEA** 21 W. Church St. Jacksonville, Florida 32202-3139 (904) 665-6000 DESCRIPTION OF TERRITORY SERVED JEA furnishes retail electric service to the major portion of Duval County, including the City of Atlantic Beach and the Town of Baldwin. In addition, JEA provides retail electric service to the Town of Orange Park, to parts of St. Johns and Clay Counties and wholesale electric service to the City of Fernandina Beach. Submitted to the Public Service Commission Approved by the JEA Board September 17, 2021, Deleted: March 26, 2019 Deleted: 24 Deleted: RYAN WANNEMACHER Deleted: Deleted: JUNE 1, 2019 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

Thirteenth Revised Sheet No. 2.0

Canceling Twelfth Revised Sheet No. 2.0

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Standard Forms/Blank Fill Forms	22.0 – 29.0
Renewable Energy Standard Offer Contract (Qualifying Facility)	32.0
Renewable Generation Interconnection Agreement	33.0
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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Thirtieth Revised Sheet No. 3.0 Canceling Twenty-Ninth Revised Sheet No. 3.0

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PUBLIC SERVICE TAX

Legal Authority

Chapter 792, Ordinance Code, City of Jacksonville, Florida; Section 166.231, Florida Statutes as amended by Senate Bill #1-D of 1978 and as further amended

by Senate Bill #28-D of 1982.

Applicable

To any electric service account located within the corporate limits of the City of Jacksonville with the exception of accounts of the United States of America, State of Florida, County of Duval, City of Jacksonville, other City Authorities, and churches used for religious purposes. The Public Service Tax is not applicable to electric service accounts located outside Duval County or within the two urban service districts of Atlantic Beach and Baldwin, and to sales for

resale.

Rate

Per Month The charge per month shall be 10% of the taxable portion of Base Revenue.

Determination of Taxable Base Revenues

Taxable Base Revenue shall be the total electric service charges as determined by the applicable rate schedule plus the Gross Receipts Tax plus Franchise Fee less the energy charges for non-taxable fuel cost component within the base rate. Currently the non-taxable fuel component within the fuel rate is 2.539 cents per

kilowatt hour consumption for all rate schedules.

Collection of Taxes For Others

JEA collects a public service tax on any electric service accounts it serves in the Atlantic Beach, Orange Park and Baldwin urban service districts and unincorporated Clay County. This public service tax is collected on behalf of, and remitted to, the Cities of Atlantic Beach, Orange Park, Baldwin and Clay County, respectively. Currently, the monthly public service tax is 5% for Atlantic Beach, 10% for Baldwin and Orange Park, and 4% on usage above 500 kWh for Clay County of the taxable portion of base residential revenues. The Taxable Base Revenues are determined as above, with a fuel rate non-taxable fuel cost component of 2.539 cents per kilowatt hour consumption.

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NON-TAXABLE FUEL PER kWh FOR TIME-OF-USE RATES

Definition:

The table below displays the off-peak and on-peak non-taxable fuel component for time-of-use (TOU) rates that corresponds to each service type.

Service Type	OFF PEAK TOU	ON PEAK TOU		
Residential	N/A	N/A	A	De letted: 2.658
General Service	2.464 cents per kWh	2.711 cents per kWh		De leted: 2.924
General Service Demand	2.469 cents per kWh	2.715 cents per kWh		De le ted: 2.663
			i	De le ted: 2.929
Gen Service Lrg Demand	2.470 cents per kWh	2.716 cents per kWh		De le ted: 2.665
			-	De le ted: 2.930
			J.	De le ted: RY AN WANNEMACHER
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		EFFECTIVE OCTOBER 1, 2021		
PLANNING AND ANALYSIS				
	Service Type Residential General Service General Service Demand Gen Service Lrg Demand FORD, DIRECTOR PLANNING AND ANALYSIS	Residential N/A General Service 2.464 cents per kWh General Service Demand 2.469 cents per kWh Gen Service Lrg Demand 2.470 cents per kWh	Residential N/A N/A General Service 2.464 cents per kWh 2.711 cents per kWh General Service Demand 2.469 cents per kWh 2.715 cents per kWh Gen Service Lrg Demand 2.470 cents per kWh 2.716 cents per kWh ORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021	Residential N/A N/A General Service 2.464 cents per kWh 2.711 cents per kWh General Service Demand 2.469 cents per kWh 2.715 cents per kWh Gen Service Lrg Demand 2.470 cents per kWh 2.716 cents per kWh FORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021

Tenth Revised Sheet No. 3.1
Canceling Ninth Revised Sheet No. 3.1

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SERVICE CHARGES

- A \$10.00 service charge will be added to electric bills for the establishment of each initial service connection. Same day service is available at that charge, however, if same day service is requested after twelve noon, the service charge is \$25.00.
- A \$14.00 service charge will be added to electric bills for reconnection of services to
 customers who have been disconnected for non-payment of bills or unauthorized
 consumption.
- 3. A \$25.00 service charge will be added to electric bills for services found to have a meter inaccessible for reading or cut off after notice has been given to the customers.
- 4. A \$25.00 service charge will be added to electric bills for special order disconnects for services that cannot be disconnected at the meter due to meter inaccessibility, or services that have been cut off for any reason and found to have been restored without JEA authorization.
- A \$200.00 service charge will be added to electric bills for tampering with metering equipment or service connection.
- A service charge representing the actual cost of the damaged or missing meter will be added to electric bills for damaged or missing meters.
- 7. A \$20.00 service charge will be added to electric bills for returned checks.
- 8. A service charge of no less than \$40.00 and no more than \$400.00, depending on costs to JEA, will be added to electric bills when a JEA representative is required to make a required court appearance and/or restitution claim.
- 9. Upon request, JÉA will test a customer's meter for accuracy. If the meter does not test within JÉA acceptable accuracy range of + or 2%, JEA will bear the full cost of the test. If the meter tests within JEA acceptable accuracy range, however, the customer will be required to pay for the full cost of the testing. This service charge will be added to the electric bill.
- JEA will sell or lend material, tools and equipment to private contractors, other city
 agencies, and other electric utilities provided that the terms and conditions of JEA's
 applicable Policies and Procedures have been met.
- 11. In general, JEA will do all necessary construction at no cost to the customer when an extension of an existing line is found to be necessary and the major portion of an anticipated extension will be built on public rights-of-way. Where these guidelines clearly do not apply, JEA shall determine the total cost of standard and non-standard construction required. For standard construction cost, JEA may charge the customer all costs in excess of 30 times the estimated annual nonfuel revenue for Residential accounts; 4 times for non-Residential accounts. For non-standard construction cost, JEA may charge the customer all cost in excess of 3 times the estimated monthly nonfuel revenue for all accounts.

(Continued to Sheet No. 3.2)

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Eighteenth Revised Sheet No. 3.2 Canceling Seventeenth Revised Sheet No. 3.2

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(Continued from Sheet No. 3.1)

- 12. JEA will require a contribution-in-aid-of-construction by a developer for underground utilities in an amount not to exceed the difference in costs between an underground system and an equivalent overhead system. JEA's Policy and Procedure for underground distribution should be referenced for further information.
- 13. JEA may add a \$5.00 service charge to electric bills when an authorized JEA representative makes a field call to a customer's premise to disconnect electric service and disconnection is delayed at the customer's request
 - 14. A minimum \$75.00 service charge will be assessed for all temporary services Temporary electric service for residential construction will be charged \$150.00. This single fee will cover all costs and consumption; consumption will not be metered by JEA. This fee is payable to JEA at the time the permit for construction is obtained. Temporary service will not be provided unless the customer has obtained the necessary building/construction permit.
 - 15. A special service charge may be added to energy, water or sewer bills when a customer requests a related water, sewer or energy service which is not normally provided, including the repayment over time to JEA of the onetime capital costs of connecting customers to the water and/or sewer system. These special services will be priced based on the cost of the service. JEA's provision of special services requires execution of a contract between JEA and the Customer. Contract approval authorizations shall be as established in applicable JEA Management Directives, Policies or Procedures.
 - 16. JEA will charge a customer \$25.00 for each return trip whenever JEA must make a return trip to a customer's service address to perform maintenance and/or activate service because the work requested by the customer was not able to be completed at the first scheduled visit.
 - 17. Account Fraud charge shall be \$50.00
 - 18. Application fee shall be \$1,000.00 for Tier 3 net metering, DG-2 and DG-3 Distributed Generation applications.
 - A \$60.00 service charge will be added to electric bills for meter reclamation.
 Meter reclamation is required when a meter must be removed, tested, and/or recycled due to customer tampering.
 - 20. A minimum \$50.00 or the actual cost for labor and materials, service charge will be added to electric bills for services disconnected at the pole or any other connection to JEA's distribution system due to customer theft or fraud.
 - 21. A minimum \$50.00, or actual cost for labor and materials, service charge will be added to electric bills for services reconnected at the pole or any other connection to JEA's distribution system due to customer theft or fraud.

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Fifth Revised Sheet No. 3.3 Canceling Sixth Revised Sheet No. 3.3 Deleted: Sixth Deleted: Fifth

ENERGY AUDITS

Upon request JEA will perform the following energy audits:

Standard Resi-

dential Audit

An inspection of a customer's residence will be made free of charge to identify energy consuming equipment and ways to save energy.

Class "A"

Computer Assisted Audit

A \$15.00 fee will be charged for this analysis. Audit will focus on economic analysis of major conservation opportunities for residential customers. A written report will be provided which will show estimated cost of recommended changes or additions.

Commercial

Consultation

JEA will conduct mini-surveys free of charge to answer specific energy use questions.

Commercial Energy Audit

A \$15.00 fee will be charged for this audit which will include a detailed analysis of energy related factors of building's energy efficiencies. The results of the audit will be presented in report form.

Large Demand Audit

A \$100.00 fee will be charged for this commercial survey. The audit will only be offered to customers with a demand equal to or greater than 1,000 KW. The results of the audit will include information on ways to maintain comfort and production levels while reducing energy expenditures. The results of the audit will be presented in report form.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

JEA Twenty-Third Revised Sheet No. 4.0 Deleted: Second Canceling Twenty-Second Revised Sheet No. 4.0 Deleted: First INDEX OF ELECTRIC SERVICE RATE SCHEDULES Rate Schedule Sheet Number Designations FPPC Fuel and Purchased Power Cost Recovery Charge Policy 5.0 KVAR/ Excess Reactive Demand Policy - Environmental Charge -5.1 EC/NM Net Metering **FFA** Franchise Fee Adjustment 5.2 GRT Gross Receipts Tax (Non-Franchise Area) 5.3 GRT Gross Receipts Tax (Franchise Area) 5.4 RS Residential Service 6.0 Deleted: RSD Deleted: JEA Residential Demand Service (Optional-Experimental) GS General Service 8.0 Deleted: 6.1 GST General Service Time-of-Day (Optional) 8.2 GSD General Service Demand 9.0 **GSDT** General Service Demand Time-of-Day (Optional) 9.2 SS Auxiliary Service for Cogenerators (Closed to new customers) 9.5 SS-1 Standby and Supplemental Service 9.61 General Service Large Demand **GSLD** 10.0 **GSLDT** General Service Large Demand 10.2 Time-of-Day (Optional) **GSLDHLF** General Service Large Demand 11.0 High Load Factor (Experimental) ISXLD Interruptible Service Extra Large Demand (Optional) 12.0 (Continued to Sheet No. 4.1) Deleted: RYAN WANNEMACHER Deleted: JUNE 1, 2019 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS EFFECTIVE OCTOBER 1, 2021

Twenty-<u>Third</u> Revised Sheet No. 4.1 Canceling Twenty-<u>Second</u> Revised Sheet No. 4.1

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(Continued from Sheet No. 4.0)

Rate Schedule Designations		Sheet Number
SL	Street Lighting	13.0
JSSR	JEA SolarSmart Rider	15.00
JSMR	JEA SolarMax Rider	15.10
MA	Multiple Account Load Factor Improvement Rider	16.00
GSLDR-5	General Service Large Demand Rider (Closed to new customers)	16.10
GSXLD	General Service Extra Large Demand Rider	16.20
LDI	Load Density Improvement Rider (Closed to new customers)	16.30
IS	Interruptible Service Rider	16.40
CS	Curtailable Service Rider	16.50
EDP	Economic Development Rider	17.00
ES	Economic Stimulus Rider	18.00
OS	Unmetered Miscellaneous Service for Traffic Signals and Other Uses	22.0
	Disclaimer	23.0

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Forty-Seventh Revised Sheet No. 5.0 Canceling Forty-Sixth Revised Sheet No. 5.0

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FUEL AND PURCHASED POWER COST RECOVERY CHARGE POLICY - FPPC

The Retail Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy (FPPC or the Fuel Charge) shall be applicable to all JEA Retail Rate Schedules. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below.

The Sale For Resale Rates section of this Fuel and Purchased Power Cost Recovery Charge Policy shall be applicable to all JEA Sale for Resale Rate Schedules. The said energy charge stated in each such rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the fuel charge per kilowatt hour as indicated below for service taken at 26.4 kV and above.

Variable Fuel Rate Policy

The Variable Fuel Rate charge for each retail rate schedule shall be rounded to the nearest 0.001 cents per kilowatt hour of sales to reflect recovery of costs of fuels and purchased power (excluding capacity payments) for each kilowatt hour delivered. The Fuel Charge is normally calculated annually, for the billing period October through September and is adjusted to incorporate changes in costs from one period to the next, using a method approved by the Board. The Fuel Charge may be adjusted or credited during the billing period if the costs for fuel and purchased power are projected to deviate more than +/- 10% of the original forecast. Any intra-year adjustment or credit must be approved by the Board. The current Variable Fuel Rate is 3.050 cents per kWh.

A Fuel Stabilization Fund (Fuel Reserve) charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to fund the Fuel Reserve for managing short term fluctuations in fuel and purchased power costs, where the Fuel Stabilization fund target is 15% of annual fuel and purchased power costs. The current Fuel Stabilization charge is 0.000 cents per kWh. A Fuel Recovery charge shall apply to all kilowatt hours delivered under all retail rate schedules. This charge is used to repay funds used from other electric system sources to pay fuel expenses. The current Fuel Recovery charge is 0.000 cents per kWh.

The total fuel rate charge for each rate schedule shall be the sum of the Variable Fuel Rate plus the Fuel Stabilization charge plus the Fuel Recovery charge.

FUEL CHARGE PERkWh

JEA

			/
<u>RETAIL RATES</u>	<u>LEVELIZED</u>	OFF PEAK	ON PEAK /
Residential	3.050 cents per kWh	N/A	N/A //
General Service	3.050 cents per kWh	2.960 cents per kWh	3.256 cents per kWh
General Service Demand	3.050 cents per kWh	2.965 cents per kWh	3.262 cents per kWh
General Service Lrg Demand	3.050 cents per kWh	2.967 cents per kWh	3.263 cents per kWh
Rate Schedules SL & OL	3.050 cents per kWh		
Riders GSXLD, IS & CS	3.050 cents per kWh		///
JEA SolarSmart	7.500 cents per kWh		////
	•		///

SALE FOR RESALE RATES Municipal Rates

<u>LEVELIZED</u> 3.050 cents per kWh

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Thirty-Fifth Revised Sheet No. 5.1 Canceling Thirty-Fourth Revised Sheet No. 5.1

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EXCESS REACTIVE DEMAND (KVAR) POLICY

Effective October 1, 2006:

JEA

This policy applies to all accounts receiving service under CSD, CSDT, CSLD, CSLDT, CSXLD, IS, CS, and the Multiple Account Rider as applied to any of these rates.

The customer's utilization equipment shall not result in a target power factor (TPF) at the point of delivery of less than ninety percent (90%) lagging at the time of maximum demand. Should this TPF be less than ninety percent (90%) lagging during any month, JEA may adjust the readings taken to determine the Total Demand.

If TPF is less than ninety percent (90%) lagging then the Billing Demand (BD) is calculated using the following formula:

BD = Maximum measured 15-minute demand (kW) X (TPF/PF)

PF = power factor calculated per the following formula

PF = COS(ATAN(kVar/kW))

kVar in the above formula is the kVar measured coincident with the maximum 15-minute kW demand used in the formula. For GSDT and GSLDT the off-peak demand will be used for determining Excess Reactive Demand.

ENVIRONMENT AL CHARGE

Effective October 1, 2007

This Environmental Charge applies to all rate classes. The said energy charge stated in each rate schedule for each kilowatt hour billed in accordance with JEA's normal billing cycle shall be increased by the Environmental Charge per kilowatt hour as indicated below.

Rate for all rate classes = \$0.00062 per kWh

JEA SolarSmart and SolarMax kWh as defined on Sheet No. 15.0 and 15.1 are exempt from Environmental Charge.

NET METERING

Effective October 1, 2009

Net metering is authorized for residential and commercial customers in accordance with JEA's Net Metering Policy.

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Twelfth Revised Sheet No. 5.2 Canceling Eleventh Revised Sheet No. 5.2 Deleted: JEA

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Eleventh

FRANCHISE FEE ADJUSTMENT (Atlantic Beach, Baldwin, Jacksonville, Orange Park & Clay County, FL)

Legal Authority

Rule 25-6.100, Florida Administrative Code, effective May 16, 1983.

Applicable

To any electric service account located in an area that requires JEA to pay a Franchise Fee for providing electric service within that area.

The Town of Orange Park, Clay County, the City of Atlantic Beach, and the Town of Baldwin areas are 6% Franchise Fee areas. The City of Jacksonville is a 3% Franchise Fee area.

Rate Per Month The charge per month shall be a pro-rata share of the total Franchise Fee required by the Franchise area plus taxes associated with the Franchise Fee.

The Franchise Fee required by the 6% areas is six (6) percent of the total electric charges. The tax associated with the Franchise Fee is the State of Florida Gross Receipts Tax (2.5% of gross receipts).

The Franchise Fee Adjustment for 6% Franchise areas is calculated as follows for collection purposes:

(Franchise Fee)

(1 - Gross Receipts Tax - Franchise Fee)

.06 .06

.065574 or 6.5574% of the total electric charges.

The Franchise Fee for residential customers in Jacksonville shall be 3% of the total electric charges. The Franchise Fee for commercial customers in Jacksonville shall be 3% of the total electric charges up to an annualized billing amount of \$2,400,000. For collection purposes the Franchise Fee will not be adjusted for gross receipts tax.

Billing

In accordance with Rule 25-6.100, Florida Administrative Code, the Franchise Fee Adjustment amount shall be separately stated on each

customer billing.

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Ninth Revised Sheet No. 5.3 Deleted: JEA Eighth Canceling Eighth Revised Sheet No. 5.3 Deleted: Seventh GROSS RECEIPTS TAX (NON-FRANCHISE AREA) Chapter 203, Florida Statutes. Legal <u>Authority</u> **Applicable** To any electric service account in a non-franchise area with the exception of sales for resale and accounts serving the City of Jacksonville, Jacksonville Port Authority and Jacksonville Transportation Authority. Rate Per Month The Gross Receipts Tax will be as follows:

.025 = .025 = (1-.025) = 0.975

(Gross Receipts Tax)

(1 - Gross Receipts Tax)

.025641 or 2.5641% of the total electric charges.

Billing In accordance with Chapter 203, Florida Statutes, the Gross Receipts

Tax shall be separately stated on each customer billing.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Eighth Revised Sheet No. 5.4 Deleted: JEA Seventh Canceling Seventh Revised Sheet No. 5.4 Deleted: Sixth

Legal <u>Authority</u>	Chapter 203, Florida Statutes.	
<u>Applicable</u>	To any electric service account in a 6% fra exception of sales for resale.	anchise area with the
Rate <u>Per Month</u>	The Gross Receipts Tax is calculated as fo purposes:	ollows for collection
	(Gross Receipts Tax)	=
	(1 - Gross Receipts Tax - Franc	hise Fee)
	.025	.025
	(102506)	0.915
	.027322 or 2.7322% of the total electric cl	harges.
Billing	In accordance with Chapter 203, Florida S Tax shall be separately stated on each cust	

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2021

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Twenty-Fifth Revised Sheet No. 6.0 Canceling Twenty-Fourth Revised Sheet No. 6.0

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Revenue Code RES10

RATE SCHEDULE RS

RESIDENTIAL SERVICE

Available In all territory served by JEA.

Applicable To any residential customer in a single family individual house, apartment or

mobile home for domestic, non-commercial purposes. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.

Character of

JEA's standard voltage levels. Service

Rate \$5.50 Basic Monthly Charge, plus

Per Month $\frac{7.171}{}$ cent per kWh

plus applicable Fuel, Environmental, and Conservation Charges

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy

(Sheet No. 5.0)

Environmental

As stated in the Environmental charge (Sheet No. 5.1) Charge

Minimum Bill \$5.50 per month Basic Monthly Charge.

Term and

Conditions (a) Service hereunder shall be subject to the Rules and Regulations of JEA

(b) Conservation charge is a charge of 1.0 cent per kWh for all consumption

above 2,750 kWh.

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Twenty-Fourth Revised Sheet No. 6.1 Deleted: Third **JEA** Canceling Twenty-Third Revised Sheet No. 6.1 Deleted: Second Deleted: RSD¶ Revenue Code RES10DMD → RATE SCHEDULE RSD¶ JEA RESIDENTIAL DEMAND (OPTION AL-EXPERIMENT AL)¶

→ → → → → → → ¶ Available In all territory served by JEA. Customers must be in good financial standing with JEA and maintain that standing while Applicable To any residential customer in single family individual house, apartment or mobile home for domestic and noncommercial purposes who choose to participate in this optional and experimental rate. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rate schedule is not permitted.¶ □
Character of → ¶
Service → → JEA's standard voltage levels.¶ Per Month → The charge per month shall consist of the total of basic monthly, demand, Fuel, Environmental, and Conservation (For Future Use) charges as follows:¶ ¶
→ <u>Dual Flex Pricing</u>→ → <u>Daily Flex Pricing</u>¶
→ Basic Monthly Charge: ■ Basic Monthly Charge: ¶ ¶

→ \$5.50→per month
¶ → Demand Charge: → → Demand Charge: ¶ → →\$7.20 per kW of → →\$20.25 per kW of ¶
→ → →billing On-Peak → billing Average Daily¶
→ → →demand → →demand¶ → →\$5.55 per kW of¶
→ → billing NCP¶
→ → demand¶ || Eucl Charge → As stated in the Fuel and Purchased Power Cost | Recovery Charge Policy ¶ | (Sheet No. 5.0) ¶ Environmental ¶

<u>Charge</u> → As stated in the Environmental Charge (Sheet No. 5.1)¶ Minimum Bill →\$5.50 Basic Monthly Charge.¶ (Continued to Sheet No. 6.2)¶ Deleted: RYAN WANNEMACHER Deleted: JUNE 1, 2019 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Eighteenth Revised Sheet No. 6.2 <u>JEA</u> Deleted: JEA Seventeenth Canceling Seventeenth Revised Sheet No. 6.2 De le ted: Sixteenth **De leted:** (Continued from Sheet No. 6.1) \P | Definition of ¶ Billing Periods *On-Peak periods shall be defined as follows:¶ → 6 a.m. -9 a.m. - November through March¶ → 12 Noon -7 p.m. - April through October¶ ¶
On-Peak periods exclude weekends, New Year's Day, Memorial
Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day,¶
Definition of¶ On-PeakDemand The maximum 60-minute metered demand during the On-Peakperiod in in the billing period. Definition of ¶

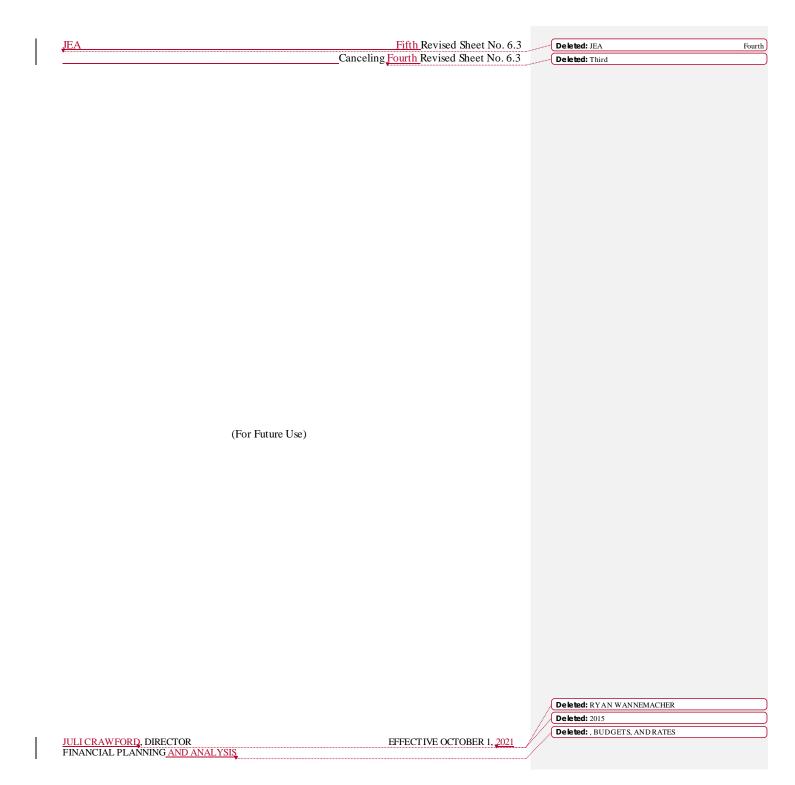
NCP Demand The maximum 60-minute metered Non-Coincident
Peak (NCP) demand in the billing period.¶ Definition of¶ Average Daily¶

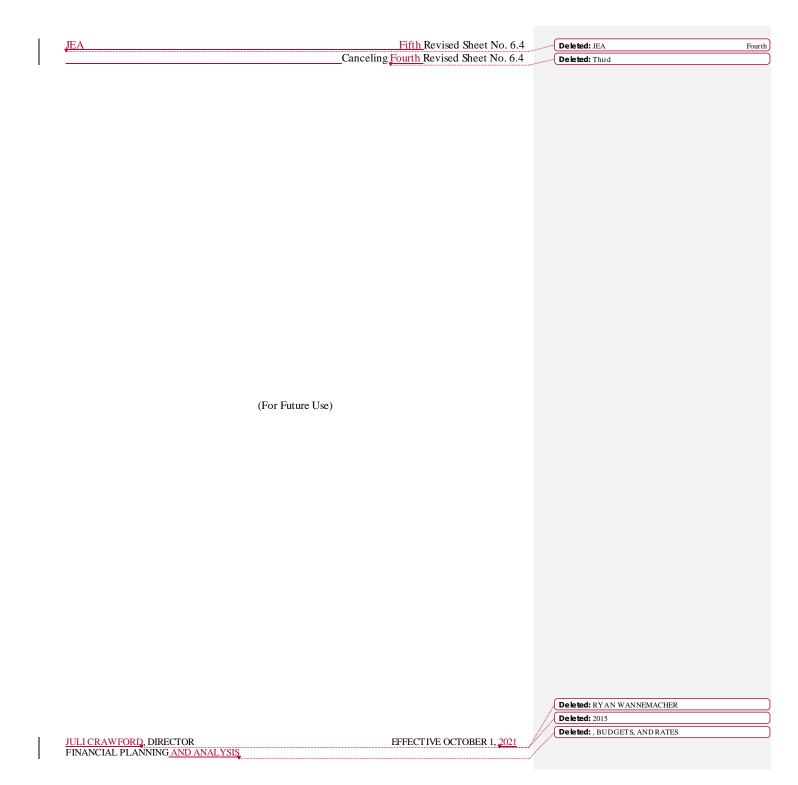
Demand→ The average of the daily 60-minute metered Non-Coincident Peak(NCP) demands in the billing period.¶ Terms and Conditions (a) Service under this rate will be made available at the option of the Residential Service customer, subject to the availability of advanced metering equipment and program (For Future Use) ↑ (c)→Service hereunder is subject to the Rules and Regulations of JEA.¶ (d) Conservation charge is a charge of 1.0 cent per kW h for all ← consumption above 2,750 kW h.¶ Deleted: RYAN WANNEMACHER

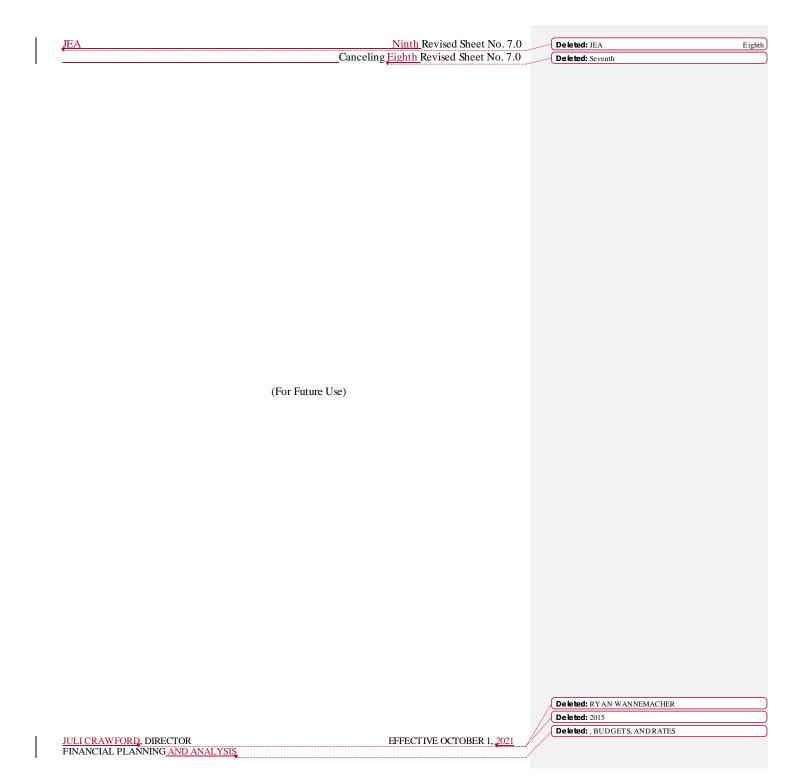
EFFECTIVE OCTOBER 1, 2021

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS De le ted: JUNE 1, 2019

De le ted: , BUDGETS, AND RATES







Twenty-Fifth Revised Sheet No. 8.0 Canceling Twenty-Fourth Revised Sheet No. 8.0

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Revenue Codes COM20

RATE SCHEDULE GS

GENERAL SERVICE

Available In all territory served by JEA.

To any customer whose service is not provided by any other rate schedule, for Applicable

all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased

under this rate schedule is not permitted.

Character of

JEA's standard voltage levels. Service

Rate

\$9.25 Basic Monthly Charge, plus Per Month

6.630 cent per kWh

plus applicable Fuel and Environmental Charges

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet Fuel Charge

No. 5.0)

Environmental

As stated in the Environmental Charge (Sheet No. 5.1) Charge

Minimum Bill \$9.25 per month Basic Monthly Charge.

Fluctuating

Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, Load Charge

X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.

(Continued to Sheet No. 8.1)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Eighteenth Revised Sheet No. 8.1 Deleted: JEA Seventeenth

Canceling Seventeenth Revised Sheet No. 8.1 Deleted: Sixteenth

(Continued from sheet No. 8.0)

Primary Service <u>Discount</u>

Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute demand of 75 kW or higher four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period, such customer will be reclassified to the General Service Demand rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the General Service Demand rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (c) Service hereunder shall be subject to the Rules and Regulations of JEA.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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GST

Revenue Code COM23TOD

RATE SCHEDULE GST

GENERAL SERVICE TIME OF DAY (OPTIONAL)

<u>Available</u> In all territory served by JEA.

Applicable To any customer whose service is not provided by any other rate schedule, for

all electrical requirements at a single location. All service hereunder will be rendered through a single metering installation. Resale of energy purchased

under this rate schedule is not permitted.

Character of

<u>Service</u> JEA's standard voltage levels.

Rate

Per Month \$21.00 Basic Monthly Charge, plus

12.368 cent per kWh during On-Peak hours 4.071 cent per kWh during Off-Peak hours

plus applicable Fuel and Environmental Charges

Definition of Billing Periods

On-Peak periods shall be defined as follows:

6 a.m.-10 a.m. - November through March; weekdays only 6 p.m.-10 p.m. - November through March; weekdays only

12 Noon-9 p.m. - April through October; weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas

Day.

Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Policy

(Sheet No. 5.0)

Environmental

<u>Charge</u> As stated in the Environmental Charge (Sheet No. 5.1)

(Continued to Sheet No. 8.3)

JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2021

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(Continued from Sheet No. 8.2)

Minimum Bill

\$21.00 per month Basic Monthly Charge.

Fluctuating Load Charge

Customers taking service under this rate having equipment which creates a highly fluctuating or large instantaneous demand such as welders, X-rays, etc., shall pay an additional charge per month of \$0.50 per kVA of rating of such equipment unless the customer installs necessary corrective equipment.

Primary Service Discount

Where customer contracts for service at 4,160 volts or higher, a discount of 0.13 cent per kilowatt hour shall be allowed, when the customer provides all equipment necessary for service from JEA's existing primary lines.

Terms and Conditions

- (a) Service under this rate will be made available at the option of the General Service customer, subject to the availability of TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$6.50 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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- (d) Customers will be placed on this rate schedule initially on the basis of estimated load (based on past experience or connected load survey). Thereafter, when the customer incurs an integrated 15-minute on-peak demand of 75 kW or higher four (4) or more months out of twelve consecutive, monthly billing periods ending with the current billing period, such customer will be reclassified to the Optional General Service Demand TOD rate schedule and billed thereon commencing with such billing month. Also, at the option of the customer, any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under the Optional General Service Demand TOD rate schedule for a minimum initial period of 12 months may be reclassified to such rate schedule.
- (e) Service hereunder is subject to the Rules and Regulations of JEA.

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Deleted: Third **JEA** Twenty-Fourth Revised Sheet No. 9.0 Canceling Twenty-Third Revised Sheet No. 9.0 Deleted: Second GSD Revenue Codes COM30, COM31 RATE SCHEDULE GSD GENERAL SERVICE DEMAND Available In all territory served by JEA. Applicable To any customer where the measured monthly billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted. Character of JEA's standard voltage levels. Service Rate Per Month The charge per month shall consist of the total of basic monthly, demand, and energy charges as follows: OPT IONAL ST ANDARD Basic Monthly Charge: Basic Monthly Charge: \$85.00 per month \$85.00 per month Demand Charge: Demand Charge: \$8.40 per kW of \$0.00 per kW of billing demand billing demand Excess Reactive Demand Charge: Excess Reactive Demand Charge: As stated in the Excess Reactive As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1) Demand (KVAR) Policy (Sheet No. 5.1) Deleted: ¶ Energy Charge: Energy Charge: Non-Fuel Charge: Non-Fuel Charge: 3.538 cent per kWh, plus 8.264 cent per kWh, plus **Deleted:** 3.355 Deleted: 8.081 Fuel and Environmental Charges: Fuel and Environmental Charges: Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0) Environmental Charge As stated in the Environmental Charge (Sheet No. 5.1) Deleted: RYAN WANNEMACHER (Continued to Sheet No. 9.1) **De le ted:** 2015 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

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Twenty-Second Revised Sheet No. 9.2 **JEA** Deleted: First Canceling Twenty-First Revised Sheet No. 9.2 Deleted: Twentieth **GSDT** Revenue Code COM33TOD RATE SCHEDULE GSDT GENERAL SERVICE DEMAND TIME OF DAY (OPTIONAL) Available In all territory served by JEA. **Applicable** To any customer where the measured monthly On-Peak billing demand is 75 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 75 kW, but more than 49 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not permitted. Character of Service JEA's standard voltage levels. Rate Per Month The charge per month shall consist of the total of the basic monthly, demand and energy charges as follows: Basic Monthly Charge: \$85.00 per month Demand Charge: \$8.53 per kW of On-Peak Demand \$4.93 per kW of Excess Off-Peak Demand Excess Reactive Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1). Deleted: ¶ Energy Charge: 6.641 cent per kWh during On-Peak hours 2.267 cent per kWh during Off-Peak hours De le ted: 6.458 De le ted: 2.084 plus applicable Fuel and Environmental Charges (Continued to Sheet No. 9.3) Deleted: RYAN WANNEMACHER **De le ted:** 2015 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

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Definition of Billing Periods

On-Peak periods shall be defined as follows:

6 a.m.-l0 a.m. - November through March; weekdays only 6 p.m.-l0 p.m. - November through March; weekdays only

12 Noon-9 p.m. - April through October, weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and

Christmas Day

<u>Fuel Charge</u> As stated in the Fuel and Purchased Power Cost Recovery Charge Policy

(Sheet No. 5.0)

Environmental

<u>Charge</u> As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill \$85.00 Basic Monthly Charge plus demand charges as computed above.

Determination

of Billing Demand The billing demand for the month shall be the maximum integrated 15-minute

metered kW demand in the month.

Determination of On-Peak and Off-Peak Demand

The On-Peak Demand for the month shall be the maximum integrated 15-

minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute metered

kW demand during the Off-Peak period.

Determination Excess Off-Peak Demand

The Excess Off-Peak Demand for the month shall be the amount by which the

Off-Peak Demand exceeds the On-Peak Demand.

Determination of

Reactive Demand (KVAR) Policy (Sheet No. 5.1),

Primary Service <u>Discount</u>

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4.160 volts or higher, when the customer provides

allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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(Continued from Sheet No. 9.3)

Terms and Conditions

- (a) Service under this rate will be made available at the option of the General Service Demand customer, subject to the availability to TOD metering equipment.
- (b) Customers making a one-time contribution in aid-of-construction to defray TOD metering costs shall receive a credit of \$11.37 per month. This contribution in aid-of-construction will be subject to a partial refund if the customer terminates service on this optional TOD rate.
- (c) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (d) Should the On-Peak Demand be less than 75 kW for any 12 month period, the customer may be reclassified to Rate Schedule GST, at the option of JEA.
- (e) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GST, at the option of JEA.
- (f) Service hereunder shall be subject to the Rules and Regulations of JEA.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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SS

Revenue Code Special Designation

RATE SCHEDULE SS AUXILIARY SERVICE FOR COGENERATORS (Closed to New Customers)

Available

In all territory served by JEA

Applicable

To all co-generators or small power producers satisfying the criteria for qualification as a Qualifying Facility as set out by the Federal Energy Regulatory Commission in 18 CFR Part 292.0 and with generating capacity equal to or greater than one-hundred (100) kilowatts

Character of Service Firm auxiliary service per time of day rate schedule that would be applicable to any other retail, full requirements customer with identical electrical requirements.

Rate Per Month The charge per month shall consist of the total basic monthly, demand and energy charges as follows:

Basic Monthly Charge: per applicable time of day rate schedule.

Standard Demand Charges: The charge per month shall be the total of the metered and Auxiliary demand as follows:

- o <u>Metered Demand Charge</u>: Demand Charge per applicable time of day rate schedule.
- O Auxiliary Demand Charge: The numerical average of the On-Peak Demand charge per kW and the Excess Off-Peak Demand charge per kW per applicable time of day rate schedule, applied to the Auxiliary Demand.

Excess Reactive Demand Charge: see Sheet 5.1

Standard Energy Charge: per applicable time of day rate schedule

Definition of Contract Demand The Contract Demand for the month shall be the maximum integrated 15-minute metered kW demand allowable in accordance with the service agreement provisions.

Definition of Metered Demand The Metered Demand for the month shall be the maximum integrated 15-minute metered kW demand measured during the month.

Definition of Auxiliary Demand The Auxiliary Demand for the month shall be the difference between the of Contract Demand and the Metered Demand during the month.

(Continued on Sheet No. 9.6)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule except for the GSLDT option below.

Environmental

Charge

As stated in the Environmental Charge (Sheet No. 5.1)

Determination of Excess Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Minimum Bill

The basic monthly and demand charges as computed above.

Terms and Conditions

- (a) Service is available under this rate schedule upon execution of a service agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.
- (b) Service herein shall be subject to the Rules and Regulations of JEA.
- (c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to an increase in the contract demand level or reclassification to any other standard JEA Rate Schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers. Such election by the customer shall be irrevocable unless JEA and the customer mutually agree to void the revocation.
- (d) Customers exceeding the Auxiliary Service contract demand may experience a temporary, total interruption of all JEA-supplied electric services due to the action of automatically operating demand limiting devices installed on Auxiliary Service accounts.

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

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SS-1

Revenue Code Special Designation

<u>RATE SCHEDULE SS-1</u> STANDBY AND SUPPLEMENT AL SERVICE

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer, at a point of delivery, whose electric service requirements for the customer's load are supplied or supplemented from the customer's generation equipment at that point of service and who requires standby and supplemental service from JEA. A customer is required to take service under this rate schedule if the customer's total generation capacity is 50 kW or greater and the customer's full load requirement is 75 kW or greater four (4) or more months out of twelve (12) consecutive billing periods ending with the current billing period. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

Standby Service: Electric energy or capacity supplied by JEA to replace energy or capacity ordinarily generated by the customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the customer's generation.

Supplemental Service: Electric energy or capacity supplied by JEA in addition to that which is normally provided by the customer's own generation equipment.

Full Load Requirement: The sum of the metered demand and the kW nameplate rating of the customer's generating unit(s).

Customers taking service under this rate schedule are required to execute an interconnection agreement. This rate schedule does not apply to existing customers who own generating capacity covered by JEA's Net Metering Policy. For the purposes of this rate schedule an existing customer is one who has physically connected to JEA and executed an interconnection agreement prior to the original effective date of this rate schedule (January 1, 2015).

CHARACTER OF SERVICE:

JEA's primary and secondary voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

(Continued on Sheet 9.62)

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FINANCIAL PLANNING AND ANALYSIS

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(Continued from Sheet 9.61)

Basic Monthly Charge: per the applicable time of day rate schedule.

Facilities Demand Charge: The applicable demand charge as provided below.

GSDT: \$0.93 per kW of Contract Demand Primary GSDT: \$1.25 per kW of Contract Demand Secondary GSLDT: \$0.89 per kW of Contract Demand Primary \$0.96 per kW of Contract Demand Secondary GSLDT:

Standby Demand Charge: The sum of the on-peak demand charge less the Facilities Demand Charge above multiplied by the reliability adjustment factor which is equal to the assumed reliability factor set forth in the interconnection agreement but not less than 0.1, and divided by 0.7. For generators 5 MW and larger the reliability factor shall be one (1) minus the annual generating unit operating hours divided by the hours in the year (8760 for non-leap years and 8784 for leap years) divided by 0.7. The standby demand charge is applied to the kW nameplate rating of the generating unit(s).

The calculation for the Standby Demand Charge is: SDC = (OPDC - FDC) * RAF / 0.7

Where:

SDC = Standby Demand Charge

OPDC = On Peak Demand Charge per the applicable time of day rate schedule

FDC = Facilities Demand Charge RAF = Reliability Adjustment Factor 0.7 = System Peak Coincident Factor

Supplemental Demand Charge: The on-peak demand charge per the applicable time of day rate schedule less the Facilities Demand Charge above. The supplemental demand charge is applied to the Metered Demand.

Excess Reactive Demand Charge: per applicable time of day rate schedule.

Energy Charge: per applicable time of day rate schedule.

Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Charge per applicable time of day rate schedule.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

Primary Service Discount: A discount of 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

(Demand Discount is included in the rates charged above)

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FINANCIAL PLANNING AND ANALYSIS

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Minimum Bill: The Basic Monthly charge per the applicable time of day rate schedule.

<u>Metered Demand</u>: The maximum integrated 15-minute on peak and off peak metered kW demand measured during the month.

Contract Demand: The kW demand as stated in the interconnection agreement.

<u>Determination of Excess Reactive Demand:</u> As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

TERMS AND CONDITIONS:

JEA

- (a) Service is available under this rate schedule upon execution of an interconnection agreement accompanied by payment of deposit or bond as required by JEA and satisfaction of JEA Facility Interconnection Requirements.
- (b) Service herein shall be subject to the Rules and Regulations of JEA.
- (c) Customers receiving service under this rate schedule will be required to give JEA a written notice at least sixty (60) months prior to reclassification to any other standard JEA rate schedule unless it can be shown that such reclassification is in the best interests of the customer, JEA, and JEA's other ratepayers.

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GSLD

Revenue Codes IND40

RATE SCHEDULE GSLD

GENERAL SERVICE LARGE DEMAND

Available In all territory served by JEA where service can be rendered from the

transmission facilities of JEA.

Applicable To any customer where the measured monthly billing demand is 1,000 kW or

more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW, who agrees to pay for service under this rate schedule for a minimum initial term of twelve months. Resale of energy purchased under this rate schedule is not

permitted.

Character of

<u>Service</u> JEA's standard voltage levels.

<u>Rate Per Month</u> The charge per month shall consist of the total of the basic monthly, demand and

energy charges follows:

Basic Monthly Charge:

\$335.00 per month

Demand Charge:

\$12.16 per kW for all kW of Billing Demand.

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy

 $(Sheet\ No.\ 5.1)$

Energy Charge:

2.639 cent per kWh

plus applicable Fuel and Environmental Charges

<u>Fuel Charge</u> As stated in the Fuel and Purchased Power Cost Recovery Charge Policy

(Sheet No. 5.0).

Environmental

<u>Charge</u> As stated in the Environmental Charge (Sheet No. 5.1)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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JEA

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Minimum Bill

\$335.00 Basic Monthly Charge plus the demand charge as computed above, plus any special service charges as defined in the agreement.

Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1, but not less than any applicable contract minimum demand.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service <u>Discount</u>

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.

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JULI CRAWFORD, DIRECTOR

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FINANCIAL PLANNING AND ANALYSIS

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- (c) Should the Metered Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSD, at the option of JEA.
- (d) Should the customer demonstrate that the future Metered Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSD, at the option of JEA.

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GSLDT

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RATE SCHEDULE GSLDT

GENERAL SERVICE LARGE DEMAND TIME OF DAY (OPTIONAL)

Available In all territory served by JEA where service can be rendered from the

transmission facilities of JEA.

Applicable To any customer where the measured monthly On-Peak billing demand is

1,000 kW or more four (4) or more months out of twelve consecutive monthly billing periods ending with the current billing period. Also, at the option of the customer, to any customer with demands of less than 1,000 kW, but more than 699 kW. Resale of energy purchased under this rate schedule is not permitted.

Character of

Service

JEA's standard voltage levels.

Rate

Per Month

The charge per month shall consist of the total of the basic monthly, demand, and energy charges as follows:

Basic Monthly Charge:

\$350.00 per month

Demand Charge:

\$12.31 per kW of On-Peak Demand \$ 7.13 per kW of Excess Off-Peak Demand

Excess Reactive Demand Charge:

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Energy Charge:

5.022 cent per kWh during On-Peak hours

<u>1.717</u> cent per kWh during Off-Peak hours

plus applicable Fuel and Environmental Charges

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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Definition of Billing Periods

On-Peak periods shall be defined as follows:

6 a.m.-10 a.m. - November through March; weekdays only 6 p.m.-10 p.m. - November through March; weekdays only 12 Noon - 9 p.m. - April through October; weekdays only

All other periods shall be defined as Off-Peak, including weekends, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge

Policy (Sheet No. 5.0)

Environmental

As stated in the Environmental Charge (Sheet No. 5.1) Charge

Minimum Bill

\$350.00 Basic Monthly Charge plus the demand charges

computed above, plus any special service charges as defined in the

agreement.

Determination of Billing Demand

The Billing Demand for the month shall be the maximum integrated 15-

minute metered kW demand, but not less than any applicable contract

demand.

Determination of On-Peak and Off-Peak Demand

The On-Peak Demand for the month shall be the maximum integrated

15-minute metered kW demand during the On-Peak period. The Off-Peak Demand for the month shall be the maximum integrated 15-minute

metered kW demand during the Off-Peak period.

Determination of Excess Off-Peak Demand

The Excess Off-Peak Demand for the month shall be the amount by

which the Off-Peak Demand, as may be adjusted per sheet No. 5.1,

exceeds the On-Peak Demand.

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1).

Primary Service <u>Discount</u>

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

Transmission Service <u>Discount</u>

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of a service agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Customer has the option of terminating service under this rate schedule at any time without assessment of disconnection charges. Any customer requesting optional TOD rate for the second time on the same premises shall remain on the TOD rate for a period of not less than twelve (12) consecutive months.
- (c) Should the On-Peak Demand be less than 1,000 kW for any 12 month period, the customer may be reclassified to Rate Schedule GSDT, at the option of JEA.
- (d) Should the customer demonstrate that the future On-Peak Demand is expected to be reduced below the demand threshold then the customer's account may be reclassified to Rate Schedule GSDT, at the option of JEA.
- (e) Service hereunder shall be subject to the Rules and Regulations of JEA.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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GSLDHLF

Revenue Codes IND40HLF

AVAILABLE:

In all territory served by JEA.

APPLICABLE:

To any customer that meets the following conditions:

- a) Measured monthly billing demand is 700 kW or greater and;
- b) Customer uses 475 kWh per kW of Ratcheted Demand or greater for six (6) or more billing periods out of the last twelve (12) consecutive billing periods.

Resale of energy purchased under this rate schedule is not permitted.

CHARACTER OF SERVICE:

JEA's standard voltage levels.

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand, energy, fuel, and environmental charges as follows:

Basic Monthly Charge: \$335.00 per month

Demand Charge: \$12.16 per kW for all kW of Billing Demand

Excess Reactive Demand Charge: \$12.16 for all Excess Reactive Demand as defined below

Energy Charge:

For the first 350 kWh per kW of Ratcheted Demand: 2.639 cent per kWh
For the next 200 kWh per kW of Ratcheted Demand: 1.545 cent per kWh
For all energy above 550 kWh per kW of Ratcheted Demand: 0.878 cent per kWh

Fuel Charge: as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0), where all energy up to 350 kWh per kW of Ratcheted Demand is priced at the CSLD levelized charge and all additional energy is priced at the CSLD off-peak charge.

Environmental Charge: as stated in the Environmental Charge (Sheet No. 5.1).

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<u>Primary Service Discount</u>: A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all of the equipment required to take service at JEA's existing primary lines.

<u>Transmission Service Discount</u>: A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Minimum Bill: \$335.00 Basic Monthly Charge.

JEA

<u>Definition of Billing Demand</u>: The maximum integrated 15-minute metered kW demand in the billing period.

<u>Definition of Ratcheted Demand</u>: The greater of the Billing Demand in the current month or the highest Billing Demand occurring in the previous eleven months.

<u>Determination of Reactive Demand</u>: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

TERMS AND CONDITIONS:

- (a) Service will be made available under this rate schedule upon application for service accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the Billing Demand fall below 700 KW, the customer may be reclassified to Rate Schedule GSD, at the option of JEA. Should customer use fall below 475 kWh per KW of Ratcheted Demand, the customer may be reclassified to Rate Schedule CSLD, at the option of JEA.

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- (d) Selection of the CSLD-HLF rate will require the customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party.
- (e) Selection of the GSLD-HLF rate will preclude the election of any JEA Rider, except Rider EDP for new customers. A new customer is defined as a customer having a meter set after October 1, 2014.

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INTERRUPTIBLE SERVICE EXTRA LARGE DEMAND Revenue Codes ISXLD

$\frac{\text{RATE SCHEDULE ISXLD}}{\text{INTERRUPTIBLE SERVICE }} \text{ EXTRA LARGE DEMAND (OPTIONAL)}$

AVAILABLE:

JEA

In all territory served by JEA where service can be rendered from JEA transmission voltage facilities having adequate capacity to serve the load.

APPLICABLE:

To any customer with measured monthly billing demand of 50,000 kW or greater eight (8) or more billing periods out of the last twelve (12) consecutive billing periods. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rate schedule is not permitted.

Customers taking service under this rate schedule are required to execute a service agreement.

CHARACTER OF SERVICE:

JEA's 69,000 voltage level or higher

LIMIT AT ION OF SERVICE:

Interruptible service is electric service that can be interrupted either automatically or manually at the sole discretion of JEA. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required (a) to maintain service to JEA's firm power customers and firm power sales commitments, (b) to supply emergency Interchange service to another utility for its firm load obligations only, (c) in connection with maintenance outages on JEA's system, or (d) when the price of power available to JEA from any source exceeds 30 cents per kWh.

RATE PER MONTH:

The charge per month shall consist of the total of the basic monthly, demand, energy, peaking, fuel, and environmental charges as follows:

Basic Monthly Charge: \$770.00 per month

Demand Charge: \$6.58 per kW for all kW of Billing Demand

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FINANCIAL PLANNING AND ANALYSIS

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EFFECTIVE OCTOBER 1, 2021

JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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Buy-Through Provision: Customers served under this rate schedule may elect to participate in the optional Buy-Through Provision. JEA will solicit power and energy purchases from other sources on the customer's behalf during periods when JEA would otherwise interrupt the customer's electrical loads. Customer may request enrollment in the Buy-Through Provision (or re-enrollment after withdrawing) by making written request to JEA, to which JEA shall respond within thirty (30) days. Should JEA not be able to arrange Buy-Through power, the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted, which JEA will sell to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making said purchases, Customer shall pay JEA's cost of purchasing such power plus 3 mils per kWh in lieu of the otherwise-applicable energy charge listed in Rate Schedule ISXLD. Customer may withdraw from participation by providing one year's advance written notice to JEA.

TERMS AND CONDITIONS:

JEA

- (a) Service will be made available under this rate schedule upon execution of a Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) Should the customer's Billing Demand be reduced below the demand threshold of 50,000 kW, JEA may, at its option, reclassify the account to Rate Schedule GSLD.
- (d) In addition to the Limitation of Service described above, JEA may further interrupt electric service upon 30 days advance notice or at any other mutually agreed upon date and time, to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions.
- (e) Selection of the ISXLD rate schedule will require an existing customer to relinquish all JEA Rider service agreement(s) currently in effect with no penalty to either party and will preclude election of any JEA Rider.

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Canceling Twenty-Seventh Revised Sheet No. 13.0 Deleted: Sixth Revenue Codes See Rate Code RATE SCHEDULE SL STREET LIGHTING Available In all territory served by the retail distribution system of JEA. **Applicable** To any Public Agency (State, County or Municipal governments) and to Owner's Associations for automatically-controlled lighting of public thoroughfares and to JEA's private residential customers who are owners of the property in question for automatically-controlled area lighting. Character Dusk-to-dawn automatically-controlled lighting owned, operated and of Service maintained by JEA, and governed by JEA's Management Directive for Street Lighting, MD909. Schedule of Rates Monthly Non-Fuel Rate Service Wattage Fixture Monthly Charge Code Type & Type Types kWh \$/Fixture* SLHPS1 70W HPS 29 Standard CH, PT \$<u>6.42</u> Deleted: 6.36 \$7.59 SLHPS2 200W HPS Standard CH, FL 88 **Deleted:** 7.43 Standard \$7.78 SLHPS3 **250W HPS** CH 108 **De le ted:** 7.58 SLHPS4 Standard 400W HPS CH, FL \$8.73 169 **Deleted:** 8.42 \$<u>10.</u>70 SLMHS1 Standard 100W MH 47 DA **De le ted:** 10.61 \$7.69 SLMHS2 Standard 150W MH PT 67 Deleted: 7.57 \$7.79 175W MH PT SLMHS3 Standard 76 \$<u>8.34</u> \$<u>13.49</u> **Deleted:** 7.65 SLMHS4 Standard 320W MH CH, FL 130 150W MH SLMHS5 Standard 67 DA **Deleted:** 8.10 400W MH SLMHS6 Standard CH. FL 164 \$8.72 **Deleted:** 13.36 SLMHS7 Standard 175W MH DA 76 \$13.59 **Deleted:** 8.42 \$2.04 Historic Energy & O&M 150W MH SLMHE1 DA 67 Deleted: 13.45 SLMHE2 Historic Energy & O&M 175W MH DA 76 \$2.14 **Deleted:** 1.92 320W MH SLMHE3 Energy & O&M CH, FL, SB 130 \$<u>2.75</u> **Deleted:** 2.01 SLMHE4 Energy & O&M 400W MH CH, FL, SB \$3.13 164 Standard **De le ted:** 2.51 SLLED1 40W LED 15 \$6.34 CHSLLED2 Standard 40W LED PT 16 \$7.10 **Deleted:** 2.82 115W LED SLLED3 Standard CH41 \$7.28 **Deleted:** 6.32 SLLED4 Standard 162W LED SB 59 \$11.13 **Deleted:** 7.07 SLLED5 Standard 275W LED CH99 \$9.08 **Deleted:** 7.20 SLLED6 Standard 72W LED PT 26 \$<u>7.53</u> Deleted: 11.02 SLLED7 100W LED Standard DA 36 \$9.30 Deleted: 8.90 SLLED8 Standard 60W LED AC 22 \$7.81 SLLED9 150W LED Deleted: 7.48 Standard TD \$10.65 **Deleted:** 9.24 $HPS = High\ Pressure\ Sodium\ \ LED = Light\ Emitting\ Diode\ \ MH\ =\ Metal\ Halide$ Deleted: 7.77 $\begin{array}{ll} AC = Acorn & CH = Cobra \; Head & DA = Decorative \; Acorn \; \; FL = Floodlight \\ PT = Post \; Top & SB = Shoebox \; \; TD = Tear \; Drop \end{array}$ Deleted: 10.55 *Monthly Fixture charge is valid for bills of 30 days only The charge will vary depending on the actual number of days billed. (Continued to Sheet No. 13.1) Deleted: RYAN WANNEMACHER Deleted: APRIL 1, 2017 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

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Energy Only (Rate Code ENERGY97) The monthly charge shall be computed as follows:

Total Wattage (including Ballast) x 360 Hours x \$0.03325

Types of Service

JEA

The types of service are defined as follows:

- (a) STANDARD SERVICE: (Applicable Rate Codes SLHPS1-4, SLMHS1-7, SLLED1-7). In addition to Energy and O&M service, as described below, this service also includes an ownership cost for the initial installation of the fixture assembly including bracket, accessories, and labor. The applicable rates are for both overhead and underground fed lighting systems. Underground systems and fixture types not listed above require a contribution-in-aid-of construction to cover the differential cost between overhead versus underground systems and standard versus non-standard fixture types.
- (b) HISTORIC (PED LICHT) ENERGY & O&M SERVICE: (Applicable Rate Codes SLMHE1-2). This service shall apply to those Historic Pedestrian Lights that are usually installed within predefined "whitelight areas" (see Rules & Regulations, Downtown Service Area Boundary Maps). JEA is responsible for maintenance of these lights which include replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. JEA is not responsible for the installation/removal/maintenance of the street banners and associated banner rod equipment. The capital cost is the responsibility of the City or the using Agency.
- (c) ENERGY AND O&M SERVICE:

(Applicable Rate Codes SLMHE 3-4). This service includes dusk-to-dawn powering, maintenance and replacement of the standard, replacement of failed electrical components, bulbs, glassware, and the cleaning of glassware at such intervals as necessary to keep the system presentable and efficient. The capital cost is the responsibility of the City or the using Agency. This service is not available for new installations after the effective date of this policy.

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JEA

(Continued from Sheet No. 13.1)

(d) ENERGY ONLY SERVICE: (Applicable Rate Code ENERGY97). This service shall apply to those lights where special arrangements have been made with JEA and applies to those decorative standards which are supplied and installed by others in the Downtown area. Maintenance and replacement of the standard shall be on a contractual or cost plus basis.

Fuel Charge

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). The FFPC is applied to the Monthly kWh.

Environmental Charge

As stated in the Environmental Charge (Sheet No. 5.1). The Environmental Charge is applied to the Monthly kWh.

Terms and Conditions

The following Terms and Conditions apply to Lighting Service:

- (a) Monthly charges for all Rate Codes are based upon JEA having an existing source of electrical power to each lighting installation.
- (b) Monthly charges are based on an overhead service. An initial charge will be required for all underground installations, unless a facilities charge is applied.
- (c) Prior to installation of area lighting facilities, JEA's private residential customers who are owners of the property in question, shall execute a contract for lighting service with JEA. The initial term for such contracts shall be three (3) years. In the event the light is removed prior to the expiration of the first three (3) year contract, either at the customer's request or for non-payment of bill, a "Take-Down" fee shall be assessed the customer. All charges due under this contract shall be applicable to any account the customer may then or thereafter have with JEA.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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Twentieth Revised Sheet No. 15.0 Canceling Nineteenth Revised Sheet No. 15.0

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JEA SOLARSMART RIDER

AVAILABLE:

JEA

In all territory served by JEA

APPLICABLE:

Available upon request to any customer that meets the following conditions:

- a) No delinquent account balance
- b) Not currently served under a time of day rate schedule

RATE PER MONTH:

The charge per month shall consist of the basic monthly, demand (where applicable), energy, fuel, and environmental charges per the applicable rate schedule as modified below:

Fuel Charge: JEA SolarSmart kWh will be billed at the JEA SolarSmart Rate as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Remaining kWh will be billed at the Levelized Fuel Rate as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge: JEA SolarSmart kWh are exempt from the Environmental Charge (Sheet No. 5.1)

<u>Definition of JEA SolarSmart kWh:</u> The elected percentage of total kWh per billing period rounded to the nearest kWh.

TERMS AND CONDITIONS:

- (a) Customers may elect to receive up to 100% of their energy from JEA solar energy sources.
- (b) Customers may enroll at any time but must remain on JEA SolarSmart for at least one (1) billing period after enrollment. A customer may cancel any time thereafter and enroll again at a later date.
- (c) No refund or adjustments of JEA SolarSmart charges will be made if service is canceled.
- (d) Energy produced from JEA solar energy sources may not be specifically delivered to the customer.
- (e) Any Fuel Credit, approved by JEA's Board, will be calculated using the total kWh less JEA SolarSmart kWh in the month a credit is given.

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JULI CRAWFORD, DIRECTOR

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FINANCIAL PLANNING AND ANALYSIS

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JEA SOLARMAX RIDER

AVAILABLE:

JEA

In all territory served by JEA

APPLICABLE:

Available upon request to any customer that enters into a JEA SolarMax Rate Agreement (Agreement) and meets the following conditions:

- a) Minimum 7,000,000 kWh of annual solar power purchases requested at time of Agreement execution
- No delinquent account balance
- c) Not taking service under a time of day rate schedule

RATE PER MONTH:

Charges per month shall consist of the basic monthly, demand, energy, fuel and environmental charges per the applicable rate schedule as modified below.

Fuel Charge: JEA SolarMax kWh will be billed at the price set forth in the Agreement

Remaining kWh not selected as JEA SolarMax will be billed at the Levelized Fuel Rate as stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0).

Environmental Charge: JEA SolarMax kWh are exempt from the Environmental Charge (Sheet No. 5.1)

of JEA SolarMax kWh: The elected percentage of total kWh per billing period rounded to the nearest kWh as set forth in the Agreement

TERMS AND CONDITIONS:

- (a) Customers may elect to receive up to 100% of their energy from JEA solar energy sources.
- (b) Customers may enroll at any time.
- (c) New solar installations are subject to JEA's system limitations and operational limits of solar power within JEA's service territory.
- (d) Energy produced from JEA solar sources may not be specifically delivered to the customer.
- (e) Any Fuel Credit, approved by JEA's Board, will be calculated using the total kWh less JEA SolarMax kWh in the month a credit is given.

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FINANCIAL PLANNING AND ANALYSIS

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RIDER MA MULT IPLE ACCOUNT LOAD FACT OR IMPROVEMENT RIDER

Available

JEA

In all territory served by JEA.

Applicable

To customers whose services are eligible for Rate Schedules CS, CSD, CSLD, and CSXLD, and whose combined kW demand meet the minimum requirements of Rate Schedule CSLD. This rider is not available to any pooling or other purchasing arrangement in which entities that would otherwise be individual customers totalize their electricity purchases through any other customer. Resale of energy purchased under this rider is not permitted.

Character of Service

JEA's standard voltage levels.

Rate Per Month

For customers electing to totalize their accounts, the charge per month shall be the energy, demand, and excess reactive demand charges as listed under JEA's CSLD, or CSXLD Rate Schedule plus a \$1,000 per month basic monthly charge and a monthly \$85.00 per account site fee.

Definition of Combination

The combination of meters shall mean the combining of the separate consumption and registered kW demand for the customer with two or more service locations throughout JEA's service territory.

Determination of Billing Demand

The Billing Demand for the month shall be the combined maximum integrated 15-minute metered kW demand in the month.

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) JEA will install demand meters on accounts receiving service under JEA's General Service (GS) Rate Schedule who are totalized.
- (c) Time of Day billing is not available with Rider MA.
- (d) The customer may add a qualifying account at any time. However, if the customer deletes an account that is under the MA Rider, that account may not be restored to the MA Rider for a period of 12 months.
- (e) If the customer's aggregate load falls below 699 kW, the customer's participation in this Rider may be terminated.
- (f) Customer taking service under this rider will be subject to having their coincident peak demand adjusted if there is an indication of a power factor of less than 90% lagging based on metering. Any demand adjustments will be based on the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

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RIDER GSLDR-5 GENERAL SERVICE LARGE DEMAND RIDER (CLOSED TO NEW CUSTOMERS)

Available

JEA

In all territory served by JEA.

Applicable

To any customers who have executed a General Service Large Demand Rider Electric Service Agreement with JEA before August 20, 2013 and whose accounts qualify for electric service under Rate Schedule GS, GST, GSD, GSDT, GSLD, GSLDT or Multiple Account Load Factor Improvement Rider and whose accounts in aggregate demand are no less than 699 KW, or whose account(s) qualify for electric service under Rate Schedule GSD and whose account(s) have an average load factor equal to or greater than 65%. Resale of energy purchased under this rider is not permitted.

Character of

Service

JEA's standard voltage levels.

Rate Per Month

Customers executing a General Service Large Demand Rider Electric Service Agreement before August 20, 2013 shall receive up to a 5% discount on their electric bill(s). The discount will be applied to the electric charge. The discount will not apply to any credits, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees.

Definition of

Aggregated Load

The sum of the highest billing demands for each account for the past 12 months.

Definition of Average

Load Factor

Average load factor = 12-month average consumption (2.....)
12-month average demand (kW) x 730 (hrs/month)

Term of Service

Service under this rider shall be for a minimum initial term of five (5) years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial two (2) years, will be required to give JEA a minimum of thirty-six (36) months notice prior to the transfer to JEA's standard rates or, if allowed by law, receipt of service from another electric service provider. Should the customer elect to terminate the General Service Large Demand Electric Service Agreement with JEA, giving less than thirty-six (36) months notice, then the customer shall pay an amount equal to the discounted monthly kW demand charge times the customer's average billing demand for the most recent 12 months for each of the remaining months of the contract term.

Terms and Conditions

- Service hereunder shall be subject to the Rules and Regulations of JEA. (a)
- (b) At the option of the customer this five percent (5%) discount may be used for funding certain electric and electric-related infrastructure at the customer's service location.

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FINANCIAL PLANNING AND ANALYSIS

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(Continued from Sheet No. 16.10)

- (c) Election of JEA's General Service Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (d) Customer must maintain a minimum aggregate electric demand of 699 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, the customer may be billed according to their normal non-discounted rate classification.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum initial length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Large Demand Rider Electric Service Agreement.

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RIDER GSXLD GENERAL SERVICE EXTRA LARGE DEMAND

Available In all territory served by JEA.

Applicable

To any customers who have executed a ten (10) year General Service Extra Large Demand Electric Service Agreement with JEA and whose existing account is no less that $25,\!000\,kW$ demand or whose existing multiple accounts in aggregate are no less than $25,\!000\,kW$ demand. Resale of energy purchased

under this rider/rate schedule is not permitted.

Character of Service

JEA's standard voltage levels.

For customers executing an General Service Extra Large Demand Electric Service Agreement the charges per month listed below will apply to the Rate Per Month

customer's respective accounts unless the customer elects to totalize. Combined accounts under contract will be subject to the rates listed under the heading

"Rates per Month for Combined Accounts".

Rates for Contracted Accounts under Rate Schedules GS, GSD and GSLD:

	GSXLD-GS	<u>GSXLD-GSD</u>	GSXLD-GSLD
Basic Monthly Charge	\$9.25	\$85.00	\$335.00
Demand Charge per kW	Not Applicable	\$6.98	\$10.06
Energy Charge per kWh	<u>5.333</u> cent	2.539 cent	1.805 cent
Fuel Charge	See Sheet No. 5.0	See Sheet No. 5.0	See Sheet No.5.0
Energy Only Charge per kWh	Not Applicable	<u>6.524</u> cent	Not Applicable
Excess kVar Charge per	Not Applicable	Not Applicable	Per Sheet 5.1
Excess kVar			
Environmental charge	See Sheet No. 5.1	See Sheet No. 5.1	See Sheet No.5.1

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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Fourteenth Revised Sheet No. 16.21 Deleted: JEA Thirteenth Canceling Thirteenth Revised Sheet No. 16.21 Deleted: Twelfth (Continued from Sheet No.16.20) Rate per Month for Combined Accounts: Basic Monthly Charge: \$1,000.00 per month Demand Charge: \$10.06 per kW Energy Charge: 1.805 cent per kWh plus the applicable Fuel Charge **Deleted:** 1.622 Excess Reactive Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1). Site Fee: \$85.00 per site Deleted: 1 Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). Environmental As stated in the Environmental Charge (Sheet No. 5.1) Charge Minimum Bill Will be the applicable Basic Monthly Charge as listed above, plus any special service charges as defined in the agreement. Multiple Account Option Customers with two (2) or more existing accounts with an Aggregate Load totaling 25,000 kW or more are eligible for service under this rate schedule. The accounts will be combined according to the terms and conditions of JEA's Multiple Account Load Factor Improvement Rider. Definition of Aggregated Load The sum of the highest billing demands for each account for the past 12 months. (Continued to Sheet No.16.22) Deleted: RYAN WANNEMACHER **Deleted:** 2015 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

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Determination of Billing Demand

The Billing Demand for the month shall be either the totalized or the non-totalized maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 10 years from the commencement of service. Customers desiring to terminate service under this rate schedule after the initial five (5) years will be required to give JEA a minimum of sixty (60) months notice prior to the transfer to JEA's standard rates, or if allowed by law, receive service from another provider of electricity. Should the customerelect to terminate the General Service Extra Large Demand Electric Service Agreement with JEA with less than the required five (5) years notice, then the customer shall pay an amount equal to the monthly kW demand charge times the customer's average billing demand for the most recent 12 months for the remainder of the contract term.

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(Continued from Sheet No. 16.22)

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The customer may not purchase electricity from another entity during the period the accounts are under contract.
- (c) The customer must maintain a minimum aggregate load of 25,000 kW in a 12 month period to remain eligible for this rate.
- (d) Election of JEA's General Service Extra Large Demand Rider will preclude the election of any other Rider except the Multiple Account Load Factor Improvement Rider.
- (e) Customer must maintain a minimum aggregate electric demand of 25,000 kW for one JEA billing within any 12 month period. In the event that such aggregate demand is not maintained by the customer, JEA will require the customer to select one of the following options:
 - 1) Terminate service under this Rider and pay termination fees applicable to cancellation with less than 36 month notice; or
 - Revert to the conditions of the General Service Large Demand Rider.
- (f) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the General Service Extra Large Demand Rider Electric Service Agreement.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS EFFECTIVE OCTOBER 1, 2021,

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RIDER LDI LOAD DENSITY IMPROVEMENT RIDER (CLOSED TO NEW CUSTOMERS)

Available

To new and existing customers receiving service in Planning Districts 3 East, 4 West, 5 West, 6 and 7 served by JEA.

Applicable

To new or existing customers who have executed a ten (10) year Load Density Improvement Electric Service Agreement with JEA and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLD, and GSLDT. Application to commence service under this Rider after October 1, 2002, will not be accepted. Resale of energy purchased under this rider is not permitted.

Character of

Service

JEA's standard voltage levels.

Rate Per Month

Customers executing a Load Density Improvement Electric Service Agreement shall receive an adjustment based on the percentages listed below. For new customers, the discount will be applied to the electric charge including the energy and demand charges, the primary service discount, transmission discount and the excess KVAR charge. The adjustment will not apply to penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing customers, the adjustment will only be applied to the bill components above the base load as defined in "Definition of Base Load."

Months 1-12 25 Percent Months 13-24 15 Percent After Month 24 5 Percent

Term of Service

Service under this rider shall be for a minimum initial term of seven (7) years from the commencement of service. Customers desiring to terminate service under this rider, after the initial term, will be required to give JEA a minimum of thirty-six (36) months notice. Should the customer elect to terminate the Load Density Improvement Rider Agreement with JEA with less than the required thirty-six (36) month notice, the customer shall pay an amount equal to the monthly kW demand charge times the customer's average billing demand for the most recent 12 months for the remainder of the contract term.

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FINANCIAL PLANNING AND ANALYSIS

Seventh Revised Sheet No. 16.31 Canceling Sixth Revised Sheet No. 16.31 Deleted: Sixth

(Continued from Sheet No. 16.30)

Definition of New and Existing Customer

A customer will be considered a new customer provided its meter is set or service is put in its name after May 21, 1996. A name change or other superficial change at an existing location, whereby the ownership and control over the premises are not changed, will not be considered as a new customer. An applicant shall also be considered a new customer if the applicant can demonstrate that an existing facility has not been in operation for at least twelve months. All customers who are not new customers will be considered existing customers. Existing customers will be eligible for this rider when the customer materially increases its use on or after May 22, 1996.

Definition of Incremental Load

The portion of the customer's load which has materially increased as a result of expansion. A material increase can be the result of: (1) An increase in electrical usage of at least twenty-five percent (25%), (2) Adding a minimum of 500kW to the existing load, (3) Adding twenty-five full time jobs.

Definition of Base Load

JEA will establish a twelve month base usage period for each qualifying customer. Such base usage will reflect, by month, the billed kW and KVAR demand and kWh consumption for the 12 month period immediately preceding the customer's application for service.

Terms and Conditions

- (a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (b) The existing customer shall notify JEA in writing of a material increase in electric service. If for the next three consecutive months or any three consecutive months in the twelve months preceding the application, each month's usage exceeds the usage in the preceding year by at least twenty-five percent (25%), or if a minimum load of 500 kW is added, then the customer will be eligible to receive service under this Rider following approval of the application. The existing customer may also be eligible for service under this rider if twenty-five permanent jobs are added. Each full time employee, as reported on Department of Labor quarterly form ES202 filed with the Florida Department of Labor, will constitute one job.
- (c) Service under this rider shall not be available where the service is furnished solely or predominately for telephone booths, telecommunication local distribution facilities, cable television or similar structures or locations, for multi-tenanted residential buildings, or service defined as "T emporary", for residential-type premises where the account is in the name of a non-residential entity, such as apartments for renting purposes and for corporations.

(Continued to Sheet No. 16.32)

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Eighth Revised Sheet No. 16.32
Canceling Seventh Revised Sheet No. 16.32

JEA

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(Continued from Sheet No. 16.31)

- (d) Election of JEA's Load Density Improvement Rider will preclude the election of any other JEA Rider for new load. The Base Load of existing customers will be allowed to be served under Rider GSLDR-5, if eligible.
- (e) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Load Density Improvement Electric Service Agreement.
- (f) A customer who has multiple accounts with JEA and qualifies for a discount under this rider may aggregate any other General Service accounts which qualify, as to location, under this LDI rider.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Thirteenth Revised Sheet No. 16.40 Canceling Twelfth Revised Sheet No. 16.40

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IS

Revenue Codes INT513A,3B,5A,5B <u>RIDER IS</u> INTERRUPTIBLE SERVICE

Available

In all territory served by JEA.

Applicable

To customers eligible for Rate Schedules SS or CSLD, whose accounts have an average load factor equal to or exceeding 35%, and who have executed an Interruptible Service Agreement with JEA. JEA reserves the right to limit the total load served under this rider. All service hereunder will be rendered through a single metering installation and may be completely interrupted by JEA. Resale of energy purchased under this rider is not permitted.

Character of Service

JEA's standard voltage levels.

Limitation of Service

Interruptible service under this rider is subject to interruption during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency Interchange service to another utility for its firm load obligations only, or (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.

Rate Per Month

The charge per month shall consist of the total of the basic monthly, demand and energy charge as follows:

Basic Monthly Charge:

\$ 770.00 per month

(Continued to Sheet No. 16.41)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Fifteenth Revised Sheet No. 16.41 Deleted: JEA Fourteenth Canceling Fourteenth Revised Sheet No. 16.41 Deleted: Thirteenth (Continued from Sheet No. 16.40) The customer may elect either of the following two price options: Option A - Single Price with Peaking Price Rolled-In: Demand Charge: \$6.58 per kW for all kW of Billing Demand. Energy Charge: 2.783 cent per kWh plus applicable Fuel and Deleted: 2.600 Environmental Charges Option B - Peak Price Separately Listed: Demand Charge: \$6.58 per kW for all kW of Billing Demand. Energy Charge: 2.107 cent per kWh plus applicable Fuel and Deleted: 1.924 **Environmental Charges** Peaking Price: 22.700 cent per kWh plus applicable Fuel Charge Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the "peaking price" will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received. Excess Reactive Demand Charge: As stated in the Reactive Demand (KVAR) policy (Sheet 5.1). Fuel Charge As stated in the Fuel and Purchased Power Cost Recovery Charge Policy (Sheet No. 5.0). **Environmental** As stated in the Environmental Charge (Sheet No. 5.1) Charge Minimum Bill \$770.00 Basic Monthly Charge, plus any special service charges as defined in the agreement. Determination of The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may **Billing Demand** be adjusted per sheet No. 5.1. Definition of Average Load Factor 12-month average consumption (kWh) Average load factor = 12-month average demand (kW) x 730 (hrs/month) Definition of Interruptible Service Interruptible Service is electric service that can be interrupted either automatically or manually at the discretion of JEA. Definition of JEA will activate the Peaking Price when JEA's marginal price meets or exceeds Peaking Price JEA's Combustion Turbine Price as listed in JEA's monthly Schedule A interchange report. (Continued to Sheet No. 16.42) Deleted: RYAN WANNEMACHER Deleted: DECEMBER 1, 2016 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

Fifteenth Revised Sheet No. 16.42 Canceling Fourteenth Revised Sheet No. 16.42 Deleted: Fourteenth

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JEA

(Continued from Sheet No. 16.41)

Determination of Excess Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission Service Discount

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all of the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (CSLDR-5).

If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charge as calculated by the Interruptible Tariff. After completion of two (2) years under the provisions of this option, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination. Customers who have executed an Interruptible Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option when it is effective. If the Customer elects this option, the five (5) year term of this Agreement commences upon execution of the revised Agreement.

(Continued to Sheet No. 16.43)

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Ninth Revised Sheet No. 16.43 Canceling Fighth Revised Sheet No. 16.43 Deleted: Eighth

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Buy-Through Provision (Continued from Sheet No.16.42)

Customers served under this schedule may elect to have JEA minimize interruptions as described in "limitation of service" by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted. JEA will sell this power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA's cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.

Terms and Conditions

- (a) Service will be made available under this rate schedule upon the execution of an Interruptible Service Agreement accompanied by payment of deposit or bond if required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the rights to modify terms and conditions of service under this rate schedule at any time and may terminate this schedule upon six (6) months written notice after having held a public hearing.
- (d) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (e) JEA reserves the right to interrupt electric service once each calendar year, upon 30 days advance notice or at a mutually agreed upon date and time, in order to test the availability and operability of interruptible capacity irrespective of JEA system capacity availability or operating conditions
- (f) A customer electing the commencement of service under this tariff will be able to cancel interruptible service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA's standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in "Term of Service"

(Continued to Sheet No. 16.44)

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Eleventh Revised Sheet No. 16.44 Canceling <u>Tenth</u> Revised Sheet No. 16.44 Deleted: Tenth Deleted: Ninth

(Continued from Sheet No.16.43)

- Rider IS is applicable to Rate SS (co-generation) customers for billing rate and (g) service term only. The Measured demand or the Contract demand of the SS contract (whichever is greater) will be billed at the IS tariff rate. Optional Time billing allowed Day not with is
- (h) Election of JEA's Interruptible Service Rider will preclude the election of any other JEA Rider.
- (i) JEA and the customer may agree for JEA to provide additional services, including related water, sewer and energy services, vary the term of service, with a maximum total length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Interruptible Service Agreement.

INCREMENT AL ECONOMIC DEVELOPMENT PROGRAM (IEDP)

Period

The Incremental Economic Development Program will begin October 1, 2011 and end September 30, 2021.

Scope

Specific incremental electric charges associated with the incremental load above a predetermined baseline. The discount shall be applied to incremental kW demand charges net of service level discount, kWh consumption charges net of service level discount, environmental charges and fuel charges. No discount will be apply to excess kVar charges, peaking energy or peaking fuel charges, penalties, service charges, Gross Receipts taxes or other applicable taxes or fees.

Determination of Baseline Load

First 5 Program Years (JEA FY2012 – FY2016):

For existing customers, the baseline will be the lesser of FY2008 through FY2010 total kWh consumption and the peak billed kW demand in the corresponding fiscal year

For new customers or new facilities qualifying during FY2011 – FY2015, the baseline will be zero (0) kW demand. There will be no baseline established for kWh consumption. Discounts will not apply to kWh energy, environmental or

Second 5 Program Years (JEA FY2017 – FY2021):

Existing customers, the baseline will be the greater of FY2008 through FY2016 total kWh consumption and the peak billed kW demand in the corresponding fiscal year. During the second five years, all customers will be considered existing customers.

(Continued to Sheet 16.45)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

Third Revised Sheet No. 16.45 Canceling Second Revised Sheet No. 16.45

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(Continued from Sheet 16.44)

To calculate baseline total kWh consumption, JEA will use twelve consecutive monthly bills from October through September. Only in the event that eleven or thirteen bills were generated in the baseline year or where a billing correction has occurred will a baseline be calculated using a methodology that prorates daily energy consumption. Any meter or billing anomalies, including zero (0) kW demand and/or zero (0) kWh consumption within the fiscal year will be excluded from the baseline calculation.

Discount Schedule

Discounts will be applied on a monthly basis using the percentages listed in the table below.

Discounts on Monthly kW and kWh **Average Monthly Baseline**

<u>Baseline</u>	Fuel <u>Charges</u>	Base <u>Charges</u>	JEA <u>Fiscal Year</u>
lesserof	10 %	100%	2012
FY2008	10 %	100%	2013
through	7.5 %	75 %	2014
FY2010	5 %	50 %	2015
	2.5 %	25 %	2016
greater of	0 %	100%	2017
FY2008	0 %	100%	2018
through	0 %	75 %	2019
FY2016	0 %	50 %	2020
	0 %	25 %	2021
	0 %	0 %	2022

Definition of Base Charges

Demand, Energy, and Environmental Charges

Definition of

Fuel Charges Variable Fuel, Fuel Recovery, Fuel Stabilization Charges

Definition of

The portion of the customer's kW demand and kWh consumption which exceeds the established baseline.

(Continued on Sheet 16.46)

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EFFECTIVE OCTOBER 1, 2021

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JEA

Incremental Load

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

Fourth Revised Sheet No. 16.46 Canceling Third Revised Sheet No. 16.46 Deleted: Third

(Continued from Sheet 16.45)

Terms and Conditions for IEDP

- (a) JEA reserves the right to limit any one customer's incremental increase in kW demand or kWh consumption.
- (b) Existing General Service Large Demand (GSLD) customers who qualify for available interruptible service must execute an Interruptible Service Agreement by December 31, 2011. Customers must execute an Interruptible Service Agreement to participate in the IEDP. No retroactive discounts
- (c) New customers will only be considered when their facility meets the minimum qualifications for the Interruptible Service Rider. Customers must sign an Interruptible Service Agreement either within 12 months after qualifying for available interruptible service or by September 30, 2015, whichever occurs first. No retroactive discounts will apply.
- (d) Baseline and lower kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider.
- (e) Incremental kW demand and kWh consumption will be billed in accordance with the Interruptible Service Rider less the incremental service level discount then the IEDP percentage as listed in the table above will be applied to the result.
- (f) For each customer with multiple service points baselines will be established for each metered service point separately.
- (g) JEA reserves the right to cancel the Incremental Economic Development Program in the event that it is determined that the Program could have an adverse impact to JEA's bond credit rating, JEA's electric reliability, or any other significant factor as determined solely by JEA
- (h) Should another government body or agency, or regulatory body or task force promulgate, legislate or institute objectives or rules that provide for discounts on energy services, JEA reserves the right to remove this Incremental Economic Development Program from its Electric Tariff Documentation, pending Board approval, and then implement the other entity's program.

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Twelfth Revised Sheet No. 16.50 Canceling Eleventh Revised Sheet No. 16.50

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CS

Revenue Codes CURT 543A,3B,5A,5B RIDER CS CURT AILABLE SERVICE

Available

In all territory served by JEA.

Applicable

To customers eligible for Rate Schedules SS or GSLD who have executed a Curtailable Service Agreement with JEA. The customer agrees during a period of requested curtailment to curtail a minimum load of 200 kW. All service hereunder will be rendered through a single metering installation. Resale of energy purchased under this rider is not permitted. JEA reserves the right to limit the total load served under this rider.

Character of Service

JEA's standard voltage levels.

Limitation of Service

Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from JEA's available generating resources is required to (a) maintain service to JEA's firm power customers and firm power sales commitments, or (b) supply emergency interchange service to another utility for its firm load obligations only, and (c) when the price of power available to JEA from other sources exceeds 30 cents per kWh.

Rate Per Month

The following charges are applicable to the curtailable portion of the customer's load only. The kW demand and kWh consumption not exceeding the Contracted Non-Curtailable demand shall be billed according to the terms and conditions of JEA's standard General Service Large Demand Rate Schedule.

Basic Monthly Charge:

\$ 735.00 per month

(Continued to Sheet No. 16.51)

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JULI CRAWFORD, DIRECTOR

FINANCIAL PLANNING AND ANALYSIS

EFFECTIVE OCTOBER 1, 2021,

Fifteenth Revised Sheet No. 16.51 Deleted: JEA Fourteenth Canceling Fourteenth Revised Sheet No. 16.51 Deleted: Thirteenth (Continued from Sheet No. 16.50) The customer may elect either of the following two price option's: Option A - Single Price with Peaking Price Rolled-In: Demand Charge: \$9.27 per kW for all kW of Billing Demand. .696 cent per kWh plus applicable Fuel and Energy Charge: **Deleted:** 2.513 Environmental Charges Option B - Peaking Price Separately Listed: Demand Charge: \$9.27 per kW for all kW of Billing Demand. 2.004 cent per kWh plus applicable Fuel and Energy Charge: De le ted: 1.821 Environmental Charges 22.700 cent per kWh plus applicable Fuel Peaking Price: Charge Every day customers will be notified electronically by 4:00 p.m. Eastern Time of the time periods the "peaking price" will be in effect for the following day. Customers are required to notify JEA by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received. Excess Reactive Demand Charge: As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1) As stated in the Fuel and Purchased Power Cost Recovery Charge Policy Fuel Charge (Sheet No. 5.0). Environmental As stated in the Environmental Charge (Sheet No. 5.1) Charge Minimum Bill \$735.00 Basic Monthly Charge, plus any special charges as defined in the agreement. Definition of Billing Demand The Billing Demand for the month shall be the maximum integrated 15-minute metered kW demand in the month, as may be adjusted per sheet No. 5.1. Definition of Curtailable Service Curtailable Service is the electric service that can be reduced or interrupted upon request of JEA but solely at the discretion of the customer. Definition of Contracted Non-The Contracted Non-Curtailable Demand for the month shall be the maximum Curtailable Demand integrated 15-minute metered kW demand that the Customer shall have requested and JEA shall have agreed to supply. (Continued to Sheet No. 16.52) Deleted: RYAN WANNEMACHER Deleted: DECEMBER 1, 2016 Deleted: , BUDGETS, AND RATES JULI CRAWFORD, DIRECTOR EFFECTIVE OCTOBER 1, 2021 FINANCIAL PLANNING AND ANALYSIS

Fourteenth Revised Sheet No. 16.52 Canceling Thirteenth Revised Sheet No. 16.52

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JEA

(Continued from Sheet No.16.51)

Definition of Peaking Price

JEA will activate the Peaking Price when JEA's marginal price meets or exceeds JEA's Combustion Turbine Price as listed in the monthly Schedule A interchange report.

Determination of Reactive Demand

As stated in the Excess Reactive Demand (KVAR) Policy (Sheet No. 5.1)

Primary Service Discounts

A discount of \$0.63 per kW of Billing Demand and 0.13 cent per kWh will be allowed for service taken at 4,160 volts or higher, but less than 69,000 volts, when the customer provides all the equipment required to take service at JEA's existing primary lines.

Transmission

A discount of \$1.93 per kW of Billing Demand and 0.25 cent per kWh will be allowed for service taken at 69,000 volts or higher, but less than 230,000 volts, when the customer provides all the equipment required to take service at JEA's existing transmission lines. A discount of \$2.56 per kW of Billing Demand and 0.32 cent per kWh will be allowed for service taken at 230,000 volts or higher.

Term of Service

Service under this rider shall be for a minimum initial term of 3 years from the commencement of service. Customers desiring to terminate service under this rate schedule and/or transfer to a firm rate schedule are required to give JEA a minimum of thirty-six (36) months notice prior to the transfer. For contracts executed prior to December 31, 1997, JEA may waive this notice requirement upon JEA's determination that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on JEA's availability of providing firm service to JEA's existing and projected firm customers for the early termination period. For contracts executed after December 31, 1997, if the Customer elects to terminate this Agreement by furnishing JEA with less than thirty-six (36) months written notice, Customer shall pay an amount equal to 36 months of GSLD rate demand charges, or execute a General Service Large Demand Rider Electric Service Agreement (GSLDR-5).

If the customer agrees to extend the term of this Agreement to five (5) years, JEA will provide the Customer a 2.5% discount on the electric charges calculated by the Curtailable Tariff. After completion of two (2) years under the provisions of this Agreement, the Customer may request the Agreement be terminated by providing thirty-six (36) months written notice prior to termination.

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021

FINANCIAL PLANNING AND ANALYSIS

Eighth Revised Sheet No. 16.53 Canceling Seventh Revised Sheet No. 16.53 Deleted: Seventh

(Continued from Sheet No. 16.52)

Term of Service (cont'd)

Customers who have executed a Curtailable Service Agreement with JEA prior to the availability of this option are offered the opportunity to accept this option. If the Customer elects this option, the five (5) year extended term begins upon execution of the revised Agreement.

Terms and Conditions

- (a) Service will be made available under this rider upon execution of a Curtailable Service Agreement accompanied by payment of deposit or bond as required by JEA.
- (b) Service hereunder shall be subject to the Rules and Regulations of JEA.
- (c) JEA reserves the right to modify terms and conditions of service under this rate schedule at any time. JEA may terminate this rider upon 6 months written notice after having held a public hearing.
- (d) If the customer increases the electrical load, which requires JEA to increase facilities installed for the specific use of the customer, an additional term of service may be required under this rate at the discretion of JEA.
- (e) Customers taking service under another rate schedule who elect to transfer to this rate will be accepted on a first-come first-served basis. Required equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- (f) If the maximum 15 minute kW demand established during any period of requested curtailment exceeds the customer's non-curtailable demand, then penalty charges will be assessed. The amount above the non-curtailable demand will be rebilled based on the difference in charges between JEA's GSLD rate and the CS rate for:
 - 1) the prior 12 months or
 - 2) the number of months since the prior curtailment period, or

3) the period of time on the CS rate, whichever is less.

The dollar amount will be weighted by the ratio of the difference between the customer's non-curtailable demand and the maximum demand during the curtailment to the average peak during the appropriate period as specified above. A penalty charge of \$15.00 per kW for the current month will also be assessed. JEA's credit and collection policy will be applied for any adjustment made to the bill.

(g) Rider CS is applicable to Rate SS (co-generation) customers for billing rate and term of service only. The Measured demand or the Contract demand of the SS contract (whichever is greater) in excess of the contract demand of the CS contract will be billed at the CS demand rate. Optional Time of Day billing is not allowed for the Rider CS.

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JULI CRAWFORD, DIRECTOR

EFFECTIVE OCTOBER 1, 2021,

FINANCIAL PLANNING AND ANALYSIS

Twelfth Revised Sheet No. 16.54
Canceling Eleventh Revised Sheet No. 16.54

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(Continued from Sheet No. 16.53)

- (h) Election of JEA's Curtailable Service Rider will preclude the election of any other JEA Rider for the Curtailable load. If, however, the firm load portion exceeds 699 kW, then the Customer may elect to execute a General Service Large Demand Rider (GSLDR-5) on the firm load. If the Customer elects to execute the GSLDR-5 agreement for its firm load, then the term of the Curtailable Service Agreement is extended to five (5) years to allow the Curtailable Service Agreement and the GSLDR-5 contract to run concurrently. Electric charges for the non-firm load, as calculated by the Curtailable Tariff, will be discounted 2.5% for the full term of the Agreement.
- (i) A customer electing the commencement of service under this tariff will be able to cancel curtailable service at any time between the period of October 1, 1996 to December 31, 1997 and return to JEA's standard rate schedule. After this initial period, the customer will be required to give JEA three (3) years notice to transfer, as further described in "Term of Service".
- (j) JEA and the customer may agree for JEA to provide additional services including related water, sewer and energy services, vary the term of service, with a maximum length of ten (10) years, and modify terms and conditions. As mutually agreeable, negotiated services, terms and conditions shall be set forth in the Curtailable Service Agreement.

Buy-Through Provision

Customers served under this schedule may elect to have JEA minimize interruptions as described in "limitation of service" by purchasing power and energy from other sources during periods of normal interruption. Such election must be made in writing to JEA and shall be in effect until 12 months after JEA is notified in writing that the customer no longer desires this optional provision. Should JEA not be able to arrange Buy-Through power, then the customer may, at its option, arrange for reliable delivery to JEA of the amount of power to be interrupted JEA will then sell this purchased power to the customer. The customer must notify JEA of the power provider in sufficient time for JEA to establish a contract with the provider, if none exists. When JEA is successful in making such purchases, the customer will be required to pay JEA's cost of such purchase plus 3 mil per kWh, in lieu of the otherwise applicable energy charge listed in this schedule.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

<u>JEA</u> Nineteenth Revised Sheet No. 17.0 Deleted: JEA Eighteenth Canceling Eighteenth Revised Sheet No. 17.0 Deleted: Seventeenth

RIDER EDP ECONOMIC DEVELOPMENT PROGRAM RIDER

(Experimental)

<u>Available</u>

To new and existing customers receiving service in all territory served by JEA. Application for service under this Rider will not be accepted after September 30,

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Applicable

To new or existing Customers who have executed an Economic Development Program Electric Service Agreement with JEA on or after October 1, 2013 and whose new or modified account qualifies for electric service under Rate Schedule GSD, GSDT, GSLDT, or GSLDHLF. New or incremental existing metered demand under this rider must be a minimum of 300 kW at a single site of delivery and the Customer must employ an additional work force of at least 15 full-time employees in JEA's service territory. This rider applies to new or incremental metered demand and additional employees on or after October 1, 2013. JEA reserves the right to accept or not accept any application for the Economic Development Program Rider.

Character of Service

JEA's standard voltage levels.

Rate Per Month

Customers executing an Economic Development Program Electric Service Agreement on or after October 1, 2013 shall receive a discount for new or incremental metered demand based on the percentages listed below. The discounts below will be applied to the electric charges including demand, energy, and environmental charges. The adjustment will not apply to other charges, including basic monthly charges, fuel charge, excess KVAR charge, penalties, service charges, Gross Receipts Tax or other applicable taxes including franchise fees. For existing Customers, the adjustment will only be applied to the charges above the base metered demand and energy as defined in "Definition of Baseline."

		Discount in Load
Year	Discount	Density Improvement
		Areas
Year 1*	30%	35%
Year 2	25%	30%
Year 3	20%	25%
Year 4	15%	20%
Year 5	10%	15%
Year 6	5%	10%
Year 7	0%	0%

^{*}Year 1 can be extended as outlined in General Provisions (g) below

(Continued to Sheet No. 17.1)

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS EFFECTIVE OCTOBER 1, 2021

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Thirteenth Revised Sheet No. 17.1 Canceling Twelfth Revised Sheet No. 17.1

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(Continued from Sheet No. 17.0)

Definition of Incremental Metered Demand

The portion of the customer's metered demand which has increased by a minimum of 300 kW as a result of expansion or new construction.

Definition of Baseline

JEA

JEA will establish a baseline usage for each qualifying existing customer. Such base usage will reflect the billed peak kW and highest kWh consumption for the 12 month period immediately preceding the Customer's application for service.

General Provisions

a)

- Customers must submit to JEA an application for service under this Rider. JEA must approve such application before the Customer may execute a Service Agreement and start service hereunder.
- b) The application must include the estimated amount of increased metered demand, nature of the increase and estimated timing of when the new metered demand will start. The application must also specify the total number of full time employees employed in JEA's service territory by the Customer at the time of the application for this Rider.
- The Customer must notify JEA in writing when either the c) planned increase in metered demand has been met or, at the option of the Customer, when the minimum 300 kW increase has been met. JEA may monitor the Customers metered demand for up to the next three months following the receipt of the Customer notification to confirm the baseline usage is exceeded by at least 300 kW.
- d) Additionally, the Customer must provide evidence annually that the number of full time employees in JEA's service territory reported at the time of application has increased by at least 15 and continues at such level.
- e) When both the newmetered demand and the additional employee requirements have been met, the Customer must execute an Economic Development Program Rider Service Agreement.
- f) Year 1 discount will apply to the next twelve full billing cycles following execution of the Economic Development Program Rider Service Agreement.
- Customers adding more than 5,000 kW of new metered demand g) may elect to extend Year 1 discount for an additional 24 months to accommodate site construction.
- Customer adding service in areas designated for Load Density h) Improvement (as may be changed from time to time) will receive the discounts according to the schedule shown above.

(Continued to Sheet No. 17.2)

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JULI CRAWFORD, DIRECTOR

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FINANCIAL PLANNING AND ANALYSIS

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(Continued from Sheet No. 17.1)

Term of Service

JEA

- a) Service under this rider shall be for at least six (6) years but not more than eight (8) years for projects greater than 5,000 kW, from the commencement of service and will terminate at the end of the final year.
- b) JEA may terminate service under this Rider if the Customer fails to maintain the full-time employees and/or the Customer fails to take the required amount of metered demand specified in the Economic Development Program Rider Service Agreement. If JEA elects to terminate the Economic Development Program Rider Service Agreement for noncompliance with Rider EDP, the Customer is no longer entitled to discounts provided by Rider EDP.
- c) Customers desiring to terminate service under this rider will be required to give JEA thirty (30) days written notice. If the Customer elects to terminate the Economic Development Program Rider Service Agreement the Customer is no longer entitled to discounts provided by Rider EDP.

Terms and Conditions

- a) Service hereunder shall be subject to the Rules and Regulations of JEA.
- Service under this Rider shall not be available where the service is provided solely or predominately for:
 - 1) Multi-tenant residential or commercial properties
 - 2) Any service deemed "Temporary"
- c) A name change or other superficial change at an existing location, where the ownership and/or control over the premise is not changed, will not be considered as a new Customer.
- d) If a change of ownership of the same business occurs after the Customer has initiated an Economic Development Program Rider Service Agreement, the successor Customer may be allowed to continue the balance of the agreement provided there are no reductions in employment or metered demand.
- This Rider is not available for load shifted between service delivery points within JEA's service territory.
- f) This Rider is not available for renewal or extension beyond the date listed in the Economic Development Program Rider Service Agreement.
- g) Election of this Rider will preclude the election of any other JEA Rider, with the exception of JEA SolarSmart or SolarMax Riders, for new metered demand.
- Customer must maintain their JEA account in a current status. JEA retains the right to terminate this Rider at any time if Customer is classified as a "High Risk Customer" as defined in JEA Procedure MBC 302 Credit & Collections

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Revenue Codes ES

RIDER ES ECONOMIC STIMULUS RIDER

(Experimental)

AVAILABLE:

Service is available throughout the service territory served by JEA until such time as JEA may terminate this Economic Stimulus program. This Rider is available to qualifying commercial or industrial customers for service under the applicable JEA Rate Schedule CSLD. Customers desiring to take electric service under this Rider must make a written application for service. Customers requesting service under this Rider must execute a Service Agreement before September 30, 2022.

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APPLICABLE:

Electric service provided under this optional Rider shall be applicable to projected electric service requirements which JEA has determined that:

- 1) Customer would not be served by JEA but for this Rider; and
- 2) Customer qualifies for such service under the terms and conditions set forth within this Rider.
- 3) Customer would seek service in jurisdiction outside of the State of Florida

Applicable Load shall be recognized:

New Load not previously served by JEA. Applicable Load must be served at a single site and must exceed a minimum level of demand as determined from the following provisions:

New Load: 1,000 kW or more of new Metered Demand.

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by JEA:

- 1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) attesting to the requirement of this Rider that without the use of this Economic Stimulus Rider the New Load would not be served by JEA; and
- 2. Documentation demonstrating to JEA's satisfaction that there is a viable lower cost alternative to serve the customer electric service needs.

Each customer shall enter into a Service Agreement with JEA to purchase the customer's entire requirements for electric service at the service location set forth in the Service Agreement.

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FINANCIAL PLANNING AND ANALYSIS

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(Continued from Sheet No. 18.0)

CHARACTER OF SERVICE:

This experimental Rider is offered in conjunction with the rates, terms and conditions of the JEA Rate Schedule GSLD.

LIMITATION OF SERVICE:

Standby and sale for resale are not permitted under this Rider.

RATE PER MONTH:

Unless specifically noted in this Rider or within the Service Agreement, the charges assessed for electric service shall be those found within the otherwise applicable JEA Rate Schedule GSLD.

ADDITIONAL BASIC MONTHLY CHARGE:

\$250.00 per month

DEMAND/ENERGY/ENVIRONMENT AL CHARGES:

The charges under this Rider may include the Demand and/or Energy and/or Environmental Charges as set forth in the otherwise applicable Rate Schedule GSLD. The specific charges or procedure for calculating the charges under this Rider shall be set forth in a negotiated Service Agreement and shall at a minimum recover all incremental costs JEA incurs in serving the customer and contribute to JEA's fixed costs.

TERMS AND CONDITIONS:

- Negotiated charges are to be determined by the consistent application of the following factors:

 (a) customers' load characteristics;
 (b) alternative power supply;
 (c) customer credit quality;
 (d) economic impact;
 (e) length of term of the Service Agreement;
 and (f) JEA's excess electric system capacity.
- Negotiated terms and conditions associated with the Monthly Charges shall be set forth in the Service Agreement and may be applied during all or a portion of the term of the Service Agreement.
- 3) Service hereunder shall be subject to the Rules and Regulations of JEA.

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OS

Revenue Codes TRAF98-TRAF99

RATE SCHEDULE OS

UNMETERED MISCELLANEOUS SERVICE FOR TRAFFIC SIGNALIZATION AND OTHER USES

Available In all territory served by JEA

To any customer whose service is not provided by any other rate schedule, for his entire electric requirements at a single location. Consumption hereunder will **Applicable**

be calculated based upon electric rating of component(s). Resale of energy purchased under this rate schedule is not permitted. Rate Code TRAF98 hereunder shall be applicable to unmetered traffic signalization installations.

Character of

Service Single-phase 60 Hertz, at 120/208 volts: other voltages as required and if

available.

Rate

Per Month Rate Code TRAF98 - \$1.40 Facilities Charge per installation, plus 3.171 cent

per calculated KWH

Rate Code TRAF99 - \$5.75 Facilities Charge per installation, plus 3.171 cent

per calculated KWH

To both codes shall be added the applicable Fuel and Environmental Charges

and any other adjustment.

As stated in the Fuel and Purchased Power Cost Recovery Charge Policy Fuel Charge

(Sheet No. 5.0).

Environmental

Charge As stated in the Environmental Charge (Sheet No. 5.1)

Minimum Bill The Facilities Charge plus applicable energy charge including

adjustments.

Terms and

Conditions (a) All procurement, erection, operation and maintenance expenses

for installations served under this rate schedule shall be the

responsibility of the owner thereof.

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(Continued from Sheet No. 22.0)

- (b) Service will be available under this rate schedule upon the execution of a service agreement or upon application for service accompanied by payment of deposit or bond as required by the JEA.
- (c) Customers will be placed on this rate schedule initially on the basis of calculated load. Thereafter, should the character of service be materially changed, such customer will be reclassified to the then applicable rate schedule and billed thereon commencing with such billing month.
- (d) Service hereunder shall be subject to the Rules and Regulations of JEA.

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DISCLAIMER

JEA will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and JEA shall not be liable to the customer for complete or partial failure or interruption of service, or for fluctuation in voltage, resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents, nor shall JEA be liable for the direct or indirect consequences of interruptions or curtailments made in accordance with the provisions of JEA's rate schedules for interruptible, curtailable, and load management service. JEA shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns or repairs or adjustments, interference by federal, state, municipal governments, acts of God, or other causes beyond JEA's control.

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ELECTRICAL POWER

CONTRACTS AND AGREEMENTS

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	PARTY	EXPIRATION DATE
1.	AES Cedar Bay - Cogeneration & Wheeling	December 31, 2024
2.	Florida Public Utilities Co 10 Year Supply Contract**	December 31, 2017
3.	Anheuser-Busch, Inc. 69kV Alternate source	May 6, 1991*
4.	Anheuser-Busch, Inc Cogeneration	August 4, 1987*
5.	AT&T - Pole Attachments	December 1, 2013*
6.	Baptist Medical Center - Cogeneration	April 19, 1986*
7.	City of Jacksonville Beach, FL-Backup electric service	June 1, 1988*
8.	Ring Power Corporation - Landfill Cogeneration	July 7, 1989*

*Contracts with self-renewing clauses
**Excludes Transmission and Ancillary Services

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JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

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b) P	Percent of total mo	onthly en	nergy ele	cted to o	ome fron	n JEA sol	lar source	es	%						
c) P	Price in ¢/kWh for	elected	JEA Sol	larMax k	Wh for t	he term o	f the Agı	reement:							
	Year	1	2	3	4	5	6*	7*	8*	9*	10*				
	PPA Price					1			<u> </u>						
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JEA	Original Sheet No. 35.1

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- This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and JEA.
- 2. This Agreement is subject to JEA's Electric Tariff Documentation, as now written, or as may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the JEA Electric Tariff Documentation, the provisions of the Electric Tariff Documentation shall control, as now written, or as may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties herby caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first written above.

Rate and Terms Accepted:	
Customer (Print or type name of Organization)	JEA
By: Signature (Authorized Representative)	By:(Signature)
(Print or type name)	(Print or type name)
Title:	Title:

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JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

WATER AND SEWER SYSTEM

<u>TARIFF</u>DOCUMENT



21 W. Church St. Jacksonville, Florida 32202-3139 (904) 665-6000

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail and wholesale potable and reclaimed water and sewer services to major portions of Duval County and some portions of St. Johns, Clay, and Nassau Counties.

Approved by the JEA Board

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Effective October 1, 202



INDEX OF WATER AND SEWER SYSTEM TARIFF DOCUMENT

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102	Meter Tap Fees and Meter Set Fees	3
103	Sewer Tap Charges	5
104	Special Connections	5
105	Water and Sewer Capacity Charges	5
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CONNECTION AND MAINTENANCE FEES

101 - Backflow Prevention Devices

Backflow prevention devices and device testing are required by JEA's Cross-Connection Control Policy. Residential Irrigation service customers participating in the JEA Residential Irrigation Backflow Testing Program (RIBTP) will receive a service charge for backflow preventer testing once every two (2) years. Commercial service customers, participating in JEA's commercial testing program, will receive a service charge for backflow preventer testing once every year.

Testing Fee is a backflow preventer testing charge of the actual cost of labor and materials or a maximum of \$50.00 applied to each residential irrigation service connection or commercial service connection participating in JEA's Residential Irrigation Backflow Testing Program (RIBTP) or commercial testing program.

Maintenance Fee is a backflow preventer maintenance charge applied to customers requesting backflow maintenance or installation service from JEA, as part of the RIBTP<u>or commercial testing program</u>. The maintenance charge will equal JEA's cost to provide the requested service.

102 -Meter Tap Fees and Meter Set Fees for New Service Connections

a) Water (Potable, Irrigation, Reclaimed) Fees. JEA shall have the right to determine, connect, or set appropriately sized meters after a consideration of the minimum and maximum quantities of water to be delivered to any and all connections served by JEA's water system. JEA shall charge and collect at the time application is made or a plumbing permit is received. Installation costs according to the following schedule:

Tap Size (inches)	Size of Service Size (inches)	Meter Size (inches)	Tap Fee	Meter Set Fee	
1	3/4	3/4	\$1,360,	\$300	
1	1	1	<u>\$1,360,</u>	\$320	
2	1-1/2	1-1/2	<u>\$1,770</u>	\$ <u>1,010</u>	
2	2	2	\$1,770	\$ <u>1,150</u>	

No new 5/8" metered services available

Tap fees for new service connections larger than 2" in diameter shall be based upon the cost by service size of the installation to JEA but not less than \$1.770. Meter set fee for new connections larger than 2" in diameter shall be based upon the cost by meter size of the installation to JEA or \$1,150, whichever is greater.

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and shall be maintained and kept in repair by EA without cost to the user. When evidence exists of tampering with or, of damage to meters or ¶

associated equipment by the customer, the customer is subject to prosecution, adjustment of bills, and reimbursement to JEA for expenses as defined in Management Directive 302. Temporary

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FINANCIAL PLANNING AND ANALYSIS

JULI CRAWFORD, DIRECTOR



- b) Increase in Meter Size. The charge for increasing the size of an existing meter shall include the meter set fee and tap fee for the new meter as listed in section 102(a), plus the incremental plant capacity fees and the incremental line extension fees as determined in Section 105 for the new larger meter minus the corresponding amounts depicted for the existing meter.
- c) Decrease in Meter Size. Customers requesting to downsize their existing metered service must submit the request to JEA for approval. The customer must provide a basis for the downsize meter request to show that the meter was improperly oversized to begin with or that the facilities behind the meter have changed. The justification that supports the smaller service and/or meter size must come from a professional with the same certification level as was provided in the determination of the original service size.

For downsizing an existing service with 1 % or greater meter size: The charge shall be at minimum the meter set fee and tap fee for the smaller meter as listed in section 102(a) for new metered service connections of the prevailing tariff. JEA will make a size reduction at the tap and reduce the service line size. The costs include removal of bypass valves, valve boxes or vaults for existing meter services 3" or greater. If JEA estimates the cost of a customer request to downsize a metered service with an existing 1 %" or greater meter size is greater than the average cost of either the tap fee or meter set fee listed in section 102(a), JEA will charge the customer the estimated cost.

For downsizing an existing 1" meter to a %" meter: A uniform meter downsize charge of \$500 will be assessed in lieu of a separate meter set fee and tap fee, where JEA may elect to install any of the following: a smaller tap service line reducer bushing or flow restriction orifice.

d) Precedent. JEA shall set forth rules to implement the provisions of this subsection. To the extent this subsection conflicts with the provisions of JEA Water and Sewer Rules and Regulations, this section shall take precedent.

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Downsizing only the meter size does not eliminate or diminish JEA's investment in the upstream supply/downstream collection capacity to support the service availability associated with the original service installation nor does it significantly diminish the service availability/capacity provided to the customer. The cost of downsizing the metered service can be significant due to administration costs, potential upstream/downstream piping or meter box breakage, installation and site conditions such as concrete and paving for all sizes of meters, removing and plugging or capping off existing tap or service line when required.

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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103 - Sewer Tap Charges

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

Connection Size	Fee
6 inches	\$8,330,
>6 inches	Actual Cost

For all sewer connections where there is no unpaved parkway or where other than a standard £" "Y" connection to the sewer is used -- an amount equal to a) the cost by installation size to JEA or b) \$8,330, whichever is greater. In these cases, the user shall deposit with JEA, in advance, the estimated cost of the connections as determined by JEA.

104 - Special Connections

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

Temporary water service shall be metered and charges imposed by Section 102(a) shall apply

105 - Water and Sewer Capacity Charge and Surcharges

Applicability of capacity charges and surcharges. To any customer whose property
initially connects with JEA's water and/or sewer system.

Applications for new service will be submitted along with required meter and capacity fees at the time the customer is ready for the new service(s). The customer's site for meter placement must be in compliance with JEA Development Guidelines and JEA Water and Sewer Rules and Regulations before connections are allowed. Connection delays over 90 days following application and payment of fees that are attributable to the site not meeting the service requirements are subject to action by JEA to cancel the application for service and refund of any fees paid. Any applications for service without an active service agreement are subject to both "post-payment" increases in said water/sewer capacity charges and any "post-payment" new charges attributable to the pending service request.

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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Deleted: Except as otherwise provided, every property owner whose property initially connects with JEA's water and/or sewer system shall pay to JEA: a) at the time the building permit application is approved or, b) if no building permit application is required, at the time the plumbing permit is approved by JEA, a water and/or sewer plant and line extension growth capacity charges.

Deleted: Effective October 1, 2005, subsequent to the payment of said water or sewer capacity charges, should there be a delay in the connection to JEA's water/sewer system(s) attributable to the property owner's lack of need for JEA water/sewer or for any other reason other than JEA's inability to deliver water/sewer to the appropriate location for connection, then the property owner shall be required to pay both any "post-payment" increase in said water/sewer capacity charges and any "post-payment" new charges attributable to said connection to JEA water/sewer if connection is not made within one year subsequent to said payments. The property owner may, at any time subsequent to payment of a water/sewer capacity charge(s), and JEA shall, subsequent to one (1) year from said payment, initiate action resulting in the refund of any water or sewer capacity charge in situations wherein there has been no connection to JEA's water/sewer system(s).¶



b) Plant and Line Extension Growth Capacity Charges. The charges shall be calculated as follows:

1. Water (Potable and Irrigation). The minimum charge for a new water connection shall be the greater of the charge per gallon of average daily water as estimated and approved by JEA or the applicable plant capacity fee stated below, plus the line extension growth capacity charge

Plant Capacity Fees for Residential and Commercial

Potable & reclaimed water considered the same for irrigation					
Effective Date	(10/01/21)	(04/01/22)	(10/01/22)	(04/01/23)	
	C	harge per Gallo	n		
\$/gal	\$1.90	\$2.83	\$3.76	\$4.68	
	Wate	r (without irriga	ition)		
3/4"	\$475.00	\$707.50	\$940.00	\$1,170.00	
1"	\$570.00	\$849.00	\$1,128.00	\$1,404.00	
1 ½"	\$855.00	\$1,273.50	\$1,692.00	\$2,106.00	
Water (with irrigation)					
3/4"	\$380.00	\$566.00	\$752.00	\$936.00	
1"	\$475.00	\$707.50	\$940.00	\$1,170.00	
1 ½"	\$570.00	\$849.00	\$1,128.00	\$1,404.00	
Irrigation					
3/4"	\$427.50	\$636.75	\$846.00	\$1,053.00	
1"	\$617.50	\$919.75	\$1,222.00	\$1,521.00	
1 ½"	\$1,330.00	\$1,981.00	\$2,632.00	\$3,276.00	

For existing water connections, there will be a charge per gallon of additional average daily water capacity stated above as estimated and approved by JEA plus the line extension growth capacity charge. The schedules below provide Jine extension growth capacity charges by meter size. Services greater than $\underline{1\,\cancel{1}\!\cancel{\xi}}{}''$ and those that have more fixture units than allowed by meter size will be charged based on the estimated average daily flow.

Line Extension Growth Capacity Charge (Effective January 1, 2006)

Meter Size	Residential	Commercial
5/8"	N/A	N/A
3/4"	\$1,695	\$1,695
1"	\$2,000	\$2,500
1 ½"	\$2,175	\$2,500
2"	\$2,350	\$2,500
3"	N/A	\$5,000
4"	N/A	\$5,000
6"	N/A	\$5,000
8"	N/A	\$5,000
10"	N/A	\$10,000
12"	N/A	\$10,000
20"	N/A	\$20,000

Deleted: Plant and Line Extension Growth Capacity Charges. The charges shall be calculated as follows:¶

Deleted: applicable

Deleted: \$2,034.50, or a charge of \$0.97for each gallon of average daily water capacity

Deleted: as estimated and approved by JEA

Deleted: , whichever is greater

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Deleted: Plant Capacity Fees for Residential and

Commercial * Potable & reclaimed water considered the same for irrigation ...

Deleted: Plant Capacity fees for Sewer Service

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 Sewer. The minimum charge for a new sewer connection shall be the greater of the charge per gallon of average daily water as estimated and approved by JEA or the applicable plant capacity fee stated below.

Plant Capacity Fees for Residential and Commercial

Effective Date	(10/01/21)	(04/01/22)	(10/01/22)	(04/01/23)		
Charge per Gallon						
\$/gal	\$9.12 \$14.60 \$20.08 \$25.57					
Sewer						
3/4"	\$1,824.00	\$2,920.00	\$4,016.00	\$5,114.00		
1"	\$2,280.00	\$3,650.00	\$5,020.00	\$6,392.50		
1 1/2"	\$2,736.00	\$4,380.00	\$6,024.00	\$7,671.00		

For existing sewer connections, there will be a charge per gallon of additional average daily sewer capacity as estimated and approved by JEA as stated above.

For industrial or process waste there shall be a charge per gallon for each gallon of daily production flow or the average of all production shift flows (whichever presents the greater requirement for volumetric capacity of the treatment unit), stated above as estimated to the satisfaction of JEA where the character of the waste does not exceed 300 parts per million, by weight, of suspended solids, or chemical oxygen demand not exceeding 650 parts per million, by weight.

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

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

Where:

SCS = Sewer Capacity Surcharge

Qmgd = Daily production flow or the average of all production shift

flows (whichever presents the greatest requirement for volumetric and/or organic capacity) in million gallons a day

COD = Chemical Oxygen Demand in parts per million

SS = Suspended Solids in parts per million

<u>d</u>) <u>"Fees for Bulk Reclaimed water capacity will not be charged for bulk reclaimed water sales.</u>

PAGE 7 Effective October 1, 2021 Deleted: Plant Capacity fees for Sewer Service

Deleted: applicable

Deleted: \$1,274.00, or a charge of \$3.64 for each gallon of average daily sewer capacity,

Deleted: as estimated and approved by JEA, whichever is

Deleted: of \$3.64

Deleted: For Residential customers in neighborhoods designated as Sanitary Nuisance Neighborhoods pursuant to City Ordinance 2000-119-E, the sewer capacity fee will be \$283.50 if the customer applies for sewer hook-up within 90 days of notification of service availability.

Deleted: of \$3.64

Deleted: . In the case of a user desiring to discharge sewage into JEA's sewer system, when the purchased capacity will be used to phase out a treatment facility that is not capable of meeting state water quality standards (as determined by JEA from adequate documentation).

Deleted: <#>Retail Reclaimed Water capacity fees for retail reclaimed water service will be charged at the same rates as

stated in Section 105(a) of this document. ¶

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- e) **Transfer of Capacity.** JEA may consider transferring capacity (Annual Average Daily Flow AADF). This section applies to capacity transfer requests from process facilities relocating, facilities on the same property, and qualifying customers within the boundaries of the Downtown Investment Authority.
 - 1. Process Facilities. The following terms and conditions will apply:
 - The transfer must be made by a commercial or industrial customer who is relocating process equipment or process facilities from one location in JEA's service area to another location within JEA's service area.
 - 2. Only capacity (AADF) related to the process equipment or process facilities located within a geographically contiguous customer complex with an annual average daily process flow greater than 25,000 gallons per day can be considered for the transfer from the predecessor location to the successor location. The AADF will be calculated from the past 12 monthly billing cycle records. The capacity (AADF) related to domestic plumbing fixture units will not be considered for the transfer and will remain with the property location.
 - 3. Transfer of capacity (AADF) will be contingent on the customer removing and/or demolishing the process facilities at the predecessor location. JEA will review and approve the demolition plan submitted by the customer's registered Florida Professional Engineer (P.E.). JEA may grant the customer up to 36 months to remove or demolish the process facilities after receiving the transfer request approval letter from JEA.
 - 4. The amount of capacity (AADF) to be transferred to the successor process facilities must be based on AADF methodology submitted by the customer's P.E. versus the fixture unit method used for domestic plumbing.
 - 5. The customer's P.E. shall certify and supply an itemized breakout and summary of domestic plumbing fixture units that will remain at the predecessor location after removal of the process equipment and process facilities. The P.E. shall certify and supply projected flows at the successor location.
 - The entity (owner or tenant) of a property requesting transfer of capacity (AADF) will be required to demonstrate they are the entity that paid for or has the right to the capacity requested for transfer.
 - 7. If the customer was leasing the predecessor facility from a property owner, the transfer request by the lessee will be considered only if the customer provides JEA a signed release stating the property owner acknowledges and will not contest the transfer of capacity (AADF) related to process equipment and facilities from the property.
 - Any request for transfer of capacity (AADF) must be made prior to the operation
 of the new process equipment or process facilities that will be using the water or
 sewer services that might qualify for the capacity transfer.

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- 9. If the transfer request is for an amount of capacity (AADF) less than the amount assessed at the predecessor location, the remaining capacity may be utilized for up to 60 months from the transfer request approval. If the transfer request is for an amount of capacity less than the amount initially assessed at the successor location, then the difference will need to be paid at prevailing rates to JEA in conjunction with acceptance of the JEA transfer request approval letter.
- 10. The transfer of capacity (AADF) will be a one-time event, whereas no subsequent transfer of previously transferred capacity (AADF) will be considered.
- 11. The incremental flow capacity and wastewater characteristics corresponding to the proposed transfer of capacity (AADF) does not cause JEA to modify or enhance a sewer treatment facility in order to be in compliance with Florida Department of Environmental Protection regulations.
- 2. Same Property. The following terms and conditions will apply:
 - 1. Transfer of capacity (AADF) applies to all property within JEA's service territory.
 - 2. In the case where no record of capacity is available, a fixture count of the existing facility will determine the amount of capacity available for transfer.
 - 3. Transfer of capacity (AADF) will be allowed at no additional cost. Additional capacity required for the new facility must be paid to JEA at prevailing rates. If the transfer request is for an amount of capacity (AADF) less than the amount assessed to the existing facility, the remaining capacity may be utilized for up to 60 months from the transfer request approval.
 - 4. The existing facility, upon which the new facility will be built, must be demolished.
 - There are no restrictions on the amount of the capacity or flow of the existing or new facility.
- Within the Downtown Investment Authority (DIA) Boundaries. The following terms and conditions will apply:
 - 1. Boundaries for the DIA are defined in Jacksonville City Ordinance 2012-364 which may be revised in the future.
 - 2. The transfer request must be made by a commercial or industrial customer who is relocating within the DIA boundary.
 - Qualifying customers must have an AADF at the predecessor facility greater than 1,000 gallons per day as determined by one of the methods in the following hierarchy:
 - A. Proof of Paid Capacity
 - B. Flows derived from fixture unit count as certified by a P. E.
 - C. Flows derived from JEA billing records

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- 4. The P.E. shall certify and supply projected flows at the successor location.
- 5. Transfer of capacity (AADF) from the predecessor facility will be allowed at no additional cost. Additional capacity required for the successor facility must be paid to JEA at prevailing rates. If the transfer request is for an amount of capacity (AADF) less than the amount assessed on the predecessor facility, the remaining capacity may be utilized for up to 60 months from the transfer request approval.
- 6. The entity (owner or tenant) of a property requesting transfer of capacity (AADF) will be required to demonstrate they are the entity that paid for or has the right to the capacity requested for transfer.
- If the customer was leasing the predecessor facility from a property owner, the transfer request by the lessee will be considered only if the lessee provides JEA a release signed by the property owner stating the owner acknowledges and will not contest the transfer of capacity (AADF).
- 8. If the predecessor facility, from which the capacity was transferred, is not demolished, the owner must record a deed restriction with the Duval County Clerk of the Court. The deed restriction must state that the predecessor facility no longer contains the transferred capacity allotment, which obligates payment of capacity fees at prevailing rates for future use or construction.
- f) Capacity Charge Exceptions. No water or sewer capacity charges, other than any additional charges listed below, if applicable, shall be due at the time of connection with respect to property.
 - 1. As to which there has been paid to JEA a water and/or sewer capacity charge.
 - 2. Previously served by an investor/community-owned public utility company which has been acquired by JEA.

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g) Additional charge(s). If:

- JEA shall determine that the estimated average daily flow(s) of a user made at the time of initial connection to JEA's water and/or sewer system was erroneous, or that the description of the character of the waste in the application was erroneous: or
- 2. The use of the property served by JEA's water and/or sewer system changes because of: the construction of new dwellings, commercial or industrial facilities; additions to existing dwellings, commercial or industrial facilities; change in use from single family to multi-family residential; or increased, expanded or changed operations:
 - so as to increase the number of gallons of sewage discharge by more than 20% over the number of the unit values or gallons of discharge at the most recent of either the time of payment of the last sewer capacity charge or the date when customer's sewer service provider was acquired by JEA; or
 - so as to increase by more than 10% its COD or suspended solids loading measured in pounds a day; or
 - so as to increase the number of gallons of water usage by more than 20% over the number of unit values or gallons of usage at the most recent of either the time of payment of the last water capacity charge or the date when customer's water service provider was acquired by JEA.

Then an additional charge resulting from the erroneous estimates or change in property use shall be due and payable at the time JEA shall determine that an erroneous estimate was made or at the time of the change in property use, regardless of whether a water and/or sewer capacity charge was ever imposed or paid at the time of initial connection to the system. The additional charge shall be calculated according to the same prevailing rates as described in 105 and shall be based on flow or on the excess COD or suspended solids loading as applicable, over that on which the previous sewer capacity charge was based.

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h) Use of funds – Capacity fees and line extension charges. Revenues derived from the Water/Sewer capacity fees and Water/Sewer line extension charges are to be placed in Water/Sewer capacity and line extension capital improvement funds. The funds are used for qualifying capital expenditures related to growth and expansion, to pay debt service and/or debt pay down on qualifying capital expenditures initially funded through bond issuance.

Qualifying expenditures for the Water/Sewer capacity fees include:

- 1. Treatment plants and capacity expansion
- 2. Treatment plant configuration
- Wastewater master pump stations and force mains directly upstream of the wastewater plant

Qualifying expenditures for the Water/Sewer <u>Line Extension Growth Charges</u> for backbone transmission facilities include:

- Water mains providing transmission capacity to the distribution grid,
- 2. Water re-pump stations
- 3. Remote storage facilities
- 4. Force mains providing transmission capacity to the collection system.
- 5. Interceptor (trunk) gravity lines

Deleted: greater than or equal to 10" in diameter

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RATES FOR WATER, SEWER AND RECLAIMED SERVICE

201 - Residential Rates

* Potable & reclaimed water considered the same for irrigation

Basic Monthly Charge

Meter Size	Water	Sewer	Irrigation*(1)
5/8"	\$12.60	\$14.10	\$12.60
3/4"	\$18.90	\$21.15	\$18.90
1"	\$31.50	\$35.25	\$31.50
1 ½"	\$63.00	\$70.50	\$63.00
2"	\$100.80	\$112.80	\$100.80
3"	\$201.60	\$225.60	\$201.60

(1) Non-bulk <u>irrigation service agreement with reclaimed water will be charged an additional</u> \$6.00 <u>monthly fee</u> regardless of meter size to cover costs due to regulatory requirements.

Volume Charge per Thousand Gallons (kgal)

1 0.m 0m. 80 l			
Tier	Water	Sewer	Irrigation*
1 – 6 kgal	\$0.93		
7 – 20 kgal	\$2.60		
>20 kgal	\$5.60		
1 – 6 kgal		\$4.94	
7 – 20 kgal		\$6.02	
1 – 14 kgal			\$2.60
>14 kgal			\$5.60

Environmental Charge per Thousand Gallons (kgal)

See Section 204 for environmental charge

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PAGE 13 Effective October 1, 2021 Deleted: reclaim customers



RATES FOR WATER, SEWER AND RECLAIMED SERVICE

202 - Commercial Rates

* Potable & reclaimed water considered the same for irrigation

Basic Monthly Charge

5/8" \$12.60 \$21.15 \$12.60 3/4" \$18.90 \$31.73 \$18.90 1" \$31.50 \$52.88 \$31.50 1½" \$63.00 \$105.75 \$63.00 2" \$100.80 \$169.20 \$100.80 3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25				
3/4" \$18.90 \$31.73 \$18.90 1" \$31.50 \$52.88 \$31.50 1½" \$63.00 \$105.75 \$63.00 2" \$100.80 \$169.20 \$100.80 3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	Meter Size	Water	Sewer	Irrigation*(1,2)
1" \$31.50 \$52.88 \$31.50 1 ½" \$63.00 \$105.75 \$63.00 2" \$100.80 \$169.20 \$100.80 3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	5/8"	\$12.60	\$21.15	\$12.60
1½" \$63.00 \$105.75 \$63.00 2" \$100.80 \$169.20 \$100.80 3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	3/4"	\$18.90	\$31.73	\$18.90
2" \$100.80 \$169.20 \$100.80 3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	1"	\$31.50	\$52.88	\$31.50
3" \$201.60 \$338.40 \$201.60 4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	1 ½"	\$63.00	\$105.75	\$63.00
4" \$315.00 \$528.75 \$315.00 6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	2"	\$100.80	\$169.20	\$100.80
6" \$630.00 \$1,057.50 \$630.00 8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	3"	\$201.60	\$338.40	\$201.60
8" \$1,008.00 \$1,692.00 \$1,008.00 10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	4"	\$315.00	\$528.75	\$315.00
10" \$1,974.55 \$2,432.25 12" \$3,691.55 \$4,547.25	6"	\$630.00	\$1,057.50	\$630.00
12" \$3,691.55 \$4,547.25	8"	\$1,008.00	\$1,692.00	\$1,008.00
	10"	\$1,974.55	\$2,432.25	
20" \$7,726.50 \$9,517.50	12"	\$3,691.55	\$4,547.25	
	20"	\$7,726.50	\$9,517.50	

- (1) Includes Multi-Family Irrigation and Multi-Family Reclaimed Service
- (2) Non-bulk irrigation service agreement with reclaimed water will be charged an additional

\$6.00 monthly fee regardless of meter size to cover costs due to regulatory requirements.

Volume Charge per Thousand Gallons (kgal)

Tier	Water	Sewer	Limited Service Sewer ⁽²⁾	Irrigation*(1)	Bulk Reclaimed
All kgal,	\$1.49				
All kgal		\$6.02			
All kgal			\$4.74		
1 – 14 kgal				\$3.44	
>14 kgal				\$3.96	
All kgal					\$0.14 ⁽³⁾
All kgal					\$0.28 ⁽⁴⁾

- (1) Includes Multi-Family Irrigation and Multi-Family Reclaimed Service
- (2) No new Limited Service Sewer accounts shall be allowed.
- (3) Bulk Reclaimed rate per kgal for bulk reclaimed irrigation customers that are relinquishing, suspending, or foregoing an application for a Consumptive Use Permit or ground water withdrawals from SJRWMD. Rates apply in accordance with JEA standard bulk reclaimed water service agreement until such time as JEA may no longer offer reclaimed water service under such agreement.
- (4) Bulk Reclaimed rate per kgal for all other bulk reclaimed irrigation customers. Rates apply in accordance with JEA standard bulk reclaimed water service agreement until such time as JEA may no longer offer reclaimed water service under such agreement.

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PAGE 14 Effective October 1, 2021 Deleted: reclaimed customers

Deleted: ≤ 8" all kgal

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Environmental Charge per Thousand Gallons (kgal)

See Section 204 for environmental charge

203 - Multi-Family Rates

Basic Monthly Charge

Meter Size	Water	Sewer
5/8"	\$18.41	\$24.68
3/4"	\$27.62	\$37.01
1"	\$46.03	\$61.69
1 ½"	\$92.05	\$123.38
2"	\$147.28	\$197.40
3"	\$294.56	\$394.80
4"	\$460.25	\$616.88
6"	\$920.50	\$1,233.75
8"	\$1,472.80	\$1,974.00
10"	\$2,117.15	\$2,837.63
12"	\$3,958.15	\$5,305.13
20"	\$8,284.50	\$11,103.75

Note: For Multi-Family Irrigation Basic Monthly Charges, Section 202 Commercial Irrigation and Reclaimed rates will apply.

Volume Charge per Thousand Gallons (kgal)

Tier	Water	Sewer
All kgal	\$1.00	
All kgal		\$6.02

Note: For Multi-Family Irrigation volume charges, Section 202 Commercial Irrigation and Reclaimed rates will apply.

Environmental Charge per Thousand Gallons (kgal)

See Section 204 for environmental charge

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204 - Environmental Charges

The Environmental Charge applies to all rate classes. The charge will apply to all billed usage for each 1,000 gallons (kgal) according to the schedule below:

Residential

Tier	Water	Sewer	Irrigation
All kgal	\$0.37		\$0.37
1 – 20 kgal		\$0.37	

Commercial

Tier	Water	Sewer	Irrigation ⁽¹⁾
All kgal	\$0.37	\$0.37	\$0.37

Multi-Family

Tier	Water	Sewer	<u>Irrigation</u>
All kgal	\$0.37	\$0.37	<u>\$0.37</u>

(1) Charge not applicable to Bulk Reclaimed usage

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Deleted: <#>Includes Multi-Family Irrigation and Multi-Family Reclaimed service¶

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CHARGES FOR FIRE PROTECTION WATER SERVICE

301 - Fire Protection Charges

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

Size of Branch (inches)	<u>Monthly</u> Charge	
4 or less	\$ <u>5.58</u>	
6	\$ <u>11.08</u>	
8	\$ <u>22.83</u>	
10 or greater	\$ <u>40.67</u>	

It's use shall be limited to the interior of buildings only with a physically separate fire protection system with no external connections or standpipes with access to potable water. The charge shall be billed on a monthly basis.

Other water and sewer services to a fire protection customer may be terminated because of nonpayment of fire protection charges. No connection shall be made to the system for a use other than fire protection. The requesting party shall be responsible for all costs incurred in the construction of the connection to JEA's water main.

There shall be no connection of the system with another water source, unless a backflow prevention device, approved pursuant to JEA Rules and Regulations for Water and Sewer Service is installed. No suction of a pump may be attached to a connection of JEA except for health or safety reasons and with the written approval of the JEA._Buildings that are to be served by a closed unmetered connection, specifically designed for fire protection, at the owner's expense, install and maintain a water flow meter with transmitting unit (MTU), as prescribed, by JEA Rules and Regulations for Water and Sewer Service. This flow meter shall be installed on the unmetered water connection fire line detector check assembly. The MTU shall be set to transmit potential consumption nightly, in off peak hours. The building owner/customer must certify any flow detected is water used specifically in the extinguishment or control of fires within the building and not domestic consumption. In the event of noncompliance by the customer with a provision of this section, JEA shall cause the discontinuance of service until the customer makes application and payment for installation of the proper size meter and applicable rate for metered services.

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b) Unmetered connection to JEA's water system, where a customer could access water through standpipes or other firefighting connections to JEA's water system, for the purpose of providing service on a standby basis for fire protection on which the customer has purchased and installed a water flow monitoring device as prescribed by JEA rules and Regulations for Water and Sewer Service, there shall be a monthly charge according to the following schedule:

Size of Branch (inches)	Monthly Charge
4 or less	\$21.00
6	\$28.00
8	\$42.00
10 or greater	\$55.00

Volume Charges for water, used in fire protection or testing purposes, as estimated by JEA, shall be billed at prevailing rates as established in Section 202. The requesting party shall be responsible for all costs, including costs of meter removal and installation of a detector-check, incurred in the construction of the connection to JEA's water main.

Other water and sewer service to a fire protection customer may be terminated because of non-payment of fire protection charges.

There shall be no connection of the system with another water source, unless a backflow prevention device, approved pursuant to appropriate sections of JEA Rules and Regulations for Water and Sewer Service, is installed. No suction of a pump may be attached to a connection of JEA except for health or safety reasons and with the written approval of JEA. In the event of non-compliance by the customer with a provision of this subsection, JEA shall cause the discontinuance of service until the customer makes application and payment for installation of the proper size meter and applicable rate for meter service.

Water used for municipal purposes other than the extinguishment of fires and all water used by another political subdivision or political agencies, state and federal, shall be subject to the rate schedule set forth in this document.

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Moved up [1]: Volume Charges for water, used in fire protection or testing purposes, as estimated by JEA, shall be billed at prevailing rates as established in Section 202. The requesting party shall be responsible for all costs, including costs of meter removal and installation of a detector-check, incurred in the construction of the connection to JEA's water main.

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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RETAIL SERVICE CHARGES

401 -Retail Services Charges

- a). To physically locate a sewer connection, the charge is \$491.00
- b) JEA will conduct fire hydrant flow tests when requested. The fee for this service will be \$82.00
- c) Upon request, JEA will test a customer's meter for accuracy. If the meter does not test within JEA acceptable accuracy range of + or 2%, JEA will bear the full cost of the test. If the meter tests within JEA acceptable accuracy range, however, the customer will be required to share in the cost of the testing according to the following schedule:
 - 1. \$40.00 for a field test of a meter up to 1 inch
 - 2. \$85.00 for a field test of a meter between 1 ½ and 2 inches
 - 3. \$125.00 for a field test of a meter greater than 2 inches
- d) The fee for reconnection of sewer services which have been discontinued for nonpayment of sewer service charges shall be \$400.00 or actual cost for labor and materials
- e) The fee to start a water, sewer, or a water/sewer service shall be \$10.00
- f) The fee to start an irrigation or reclaimed service shall be \$10.00
- g) The fee for reconnection following disconnection for delinquency shall be \$14.00 per service
- h) The charge for the reactivation of a residential irrigation service, including reclaimed, within six months of a customer requested disconnect at the same service address by the same customer shall be \$125.00
- The charge for the reactivation of a commercial irrigation service, including reclaimed, within six months of a customer requested disconnect at the same service address by the same customer shall be \$250.00

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Deleted: <#>The fee for inspecting the installation of a sewer flow meter shall be \$50.00.

Deleted: The fee for processing an industrial user discharge permit application shall be \$250.00.

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<u>***</u>The on-site inspection of non-significant industrial users to determine compliance with JEA Industrial Pretreatment Regulations shall be assessed at \$100.00 per visit.¶

<#>\$200.00 per incident.¶

<#>Plus 150% of the prevailing commercial water rate for each kgal of estimated usage.¶

<#>The charge for unauthorized connection to a hydrant
shall be either¶
<#>1,500.00, or¶

<u><#></u>\$750.00 if the customer applies and obtains a hydrant meter ...

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SERVICE CHARGES (continued)¶

Deleted: <#>Field notification in lieu disconnection shall be \$5.00 ...

¶

<#>Meter inaccessible for reading or cut-off after notice shall be $\$25.00\ .$

<#>Tampering with meter or service connection shall be \$200.00 ...

¶ <#>Damaged/missing meter charge shall be the actual cost of the damaged or missing meter.¶

<#>¶

<#>JEA will charge \$25.00 for each return trip whenever JEA must make a return trip to a customer's service address to perform maintenance and/or activate service because the work requested by the customer was not able to be completed at the first scheduled visit.

¶ <#>Service restored without JEA authorization shall be \$25.00 .

**>Returned check charge shall be \$20.00

<#>The charge for a required court appearance and/or restitution claim by a IEA employee shall be a minimum of \$50.00 up to \$400.00 depending on actual costs. ¶ <#>¶

<#>The fee for the misrepresentation made for JEA for the purpose of obtaining or maintaining utility service(s) shall be \$50.00.

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JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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CONDITIONS FOR SEWER SERVICE

501 - Condition for Service

- a) Each applicant for a sewer connection between JEA's sewer system and a lot or parcel of land which is supplied water by a private system or well shall have a meter, approved by JEA, installed and maintained at the expense of the applicant and his successors in interest. The meter shall be located in the water line at a convenient location for reading and for measuring the water which enters the sewer system. In these cases the sewer service charge shall be based upon the reading of the meter made by JEA's meter readers. Each sewer only customer class with unmetered water or inoperative meter shall be charged at the average monthly water usage rate for the prior calendar year for that customer class as the consumption amount.
- b) On sewer credit accounts, the water meter shall be JEA-owned and installed by the owner, tenant, occupant or his agent under the direct supervision of JEA, and the owner, tenant or occupant shall pay those inspection, delivery, material and administrative costs as determined by JEA or which are required by, and shall be subject to, the terms and requirements of sections 102. This paragraph does not apply to owners, tenants or occupants of lots or parcels of land which are connected to JEA water and sewer system and also have a cross-connection to another water supply. The maximum credit that can be given for an existing sewer credit account is 75% of the total water billed for the account on which the credit is to be given. No new sewer credit accounts shall be allowed.
- c) Effective October 1, 1988, all owners, tenants, and occupants shall be required to provide for the installation and use of JEA-owned water meters in all water systems, regardless of whether the meter is or was installed for the purposes of establishing a charge or a credit.

502 - Sewer Surcharge

In all cases where the character of the sewage, waters or waste from a manufacturing or industrial plant, business or commercial location, building or premises has a chemical oxygen demand (COD) of more than 650 parts per million by weight or contains more than 300 parts per million by weight of suspended solids (SS), or both, and the sewage, waters or waste are accepted into the sewage system for treatment, the discharger shall pay to JEA a rate, fee or charge, designated as a surcharge. Surcharge shall be in addition to any sewer service charge which might be based upon the customer's premises as set forth in this Water & Sewer Rate Document. JEA reserves the right to deny any discharger treatment capacity based on JEA's determination that additional organic loading above 650/ppm COD, 300/ppm suspended solids or additional hydraulic load, or any combination of the above, will hamper or reduce the effective operations of the treatment facility.

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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

 $S = Vs x \{ (0.0008031 (COD - 650) + (0.0009810 (SS - 300)) \}$

Where:

S = surcharge in dollars

Vs = sewage volume in kgal

\$0.0008031 = unit charge factor for COD based on 9.629 cents per pound of COD;

COD = chemical oxygen demand strength index in parts per million

by weight

650 = allowable COD strength under normal volume charges

in parts per million by weight

\$0.0009810 = unit charge factor for suspended solids based upon

11.763 cents per pound of suspended solids

SS = suspended solids strength index

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

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

503 - Scavenger Waste Charges

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

Leachate waste may be disposed of at a JEA sewage treatment plant after approval of JEA at a charge of \$5.16 per 100 gallons of waste based on the full capacity of each vehicle for each discharge.

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CONDITIONS FOR RECLAIMED SERVICE

601 - Availability and Requirements for Service

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

602 - Connection Fees, etc.

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

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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BILLING

701 - Customer Installed Meters

If a meter installed and maintained by an owner, occupant or tenant upon which the sewer service charges imposed by this <u>Water and Sewer Rate</u> document is found to be defective for any reason whatsoever, the owner, occupant or tenant shall immediately correct the defect and have the meter tested by JEA at his expense. In these cases, JEA reserves the right to render an average or estimated bill for the period that the meter was defective, based upon previous consumption on the meter.

702 - Pool Fill Credits

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

703 - Utility Agreements

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

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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704 - Special Services, Terms, Conditions and Rates

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

705 - Applicable Taxes and Fees

	_	_
City of Jacksonville Service	Applicable Fees	Applicable Taxes
Water	3% Franchise Fee	10% Public Service Tax
Sewer	3% Franchise Fee	
Irrigation	3% Franchise Fee	10% Public Service Tax
COD/TSS	3% Franchise Fee	
Reclaimed	None	10% Public Service Tax
Capacity Fee	None	
Tap & Meter Fees	None	
Line Extension Growth Capacity	None	
Charge		

Nassau, St. Johns, Clay		
Counties Service	Applicable Fees	Applicable Taxes
Water	None	None
Sewer	None	None
Irrigation	None	None
COD/TSS	None	None
Reclaimed	None	None
Capacity Fee	None	None
Tap & Meter Fees	None	None
Line Extension Growth Capacity	None	None
<u>Charge</u>		

JULI CRAWFORD, DIRECTOR FINANCIAL PLANNING AND ANALYSIS

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July 22, 2021

Ms. Patricia Daniel Bureau Chief, Economic Impact & Rate Design Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Ms. Daniel:

Included in this filing are JEA tariffs for fiscal year 2022 starting October 1, 2021. This filing includes the base and fuel rate changes expected to be approved by JEA's Board at a public hearing scheduled August 24, 2021.

Tariff revisions include:

- 1. Base rate changes for multiple rate classes
- 2. Fuel rate decrease
- 3. Removal of Residential Demand Rate (Optional Experimental)
- 4. Extension of Economic Development Program Rider
- 5. Extension of Economic Stimulus Rider

Following this cover letter are the revised and conformed copies of all tariff sheets. Also included is the supporting documentation for the proposed rate modifications.

If you have questions or need additional information please call me at (904) 665-6151.

Sincerely,

Juli Crawford,

/Juli Crawford/

Director, Financial Planning and Analysis

JEA
REVISED TARIFF SHEETS

Sheet No. 1.0	Sheet No. 3.0	Sheet No. 4.0	Sheet No. 5.0
Sheet No. 6.0	Sheet No. 6.1	Sheet No. 6.2	Sheet No. 8.0
Sheet No. 8.2	Sheet No. 9.0	Sheet No. 9.1	Sheet No. 9.2
Sheet No. 9.3	Sheet No. 10.0	Sheet No. 10.2	Sheet No. 11.0
Sheet No. 12.1	Sheet No. 13.0	Sheet No. 16.2	Sheet No. 16.21
Sheet No. 16.41	Sheet No. 16.51	Sheet No. 17.0	Sheet No. 18.0
Sheet No. 22.0			

DISTRICT ENERGY SYSTEM TARIFF DOCUMENT Deleted: RATE 21 West Church St. Jacksonville, Florida 32202-3139 (904) 665-6000 DESCRIPTION OF TERRITORY SERVED JEA furnishes retail chilled water service to some portions of Duval County. Approved by the JEA Board September 17, 2021 Deleted: November 15, 2016 Deleted: August 24, 2021 Deleted: Ryan Wannemacher **Deleted:**, Budgets, and Rates Deleted: December 1, 2016 Juli Crawford, Director Financial Planning and Analysis Effective October 1, 2021

INDEX OF DISTRICT ENERGY SYSTEM TARIFF DOCUMENT Deleted: District Energy System Rate Document¶ Section Description Page RATES AND CONDITIONS FOR CHILLED WATER SERVICE $Conditions \, for \, chilled \, water \, service$ 3 102 Variable Consumption Charge Policy 3 $Contract \, De \, mands \, in \, excess \, of \, 200 \, tons$ 3 201 301 Contract Demands less than 200 tons 401 Chilled Water Service Definitions 4 Deleted: ¶ Formatted: Left **CHILLED WATER SERVICE** Deleted: Ryan Wannemacher **Deleted:**, Budgets, and Rates 101 - Conditions for Chilled Water Service Deleted: October 1, 2015 Juli Crawford, Director Pg. 2 Financial Planning and Analysis Effective October 1, 2021



1) The customer is responsible for the following items:

- a) To provide JEA with a satisfactory indoors ite for installing JEA's Energy Station with free access to that station at all times.
- b) If customer does not meet JEA ΔT requirements, JEA may charge customer differential temperature adjustment (DTA). The ΔT requirements and DTA are based on multiple factors, including but not limited to, chilled water district (loop) design, incremental pumping costs, and reduction of system capacity.
- c) The customer is responsible for maintaining building piping in good condition. The customer is also responsible for the cost of replacing water due to leaks at the normal rates charged for water consumption.
- d) JEA may consider a reduced rate for customers who provide capital or other value to JEA's chilled water service. JEA and the customer may also negotiate a higher rate if there are extraordinary customer requirements.

102 - Variable Consumption Charge Policy

The variable consumption charge for each DES rate class shall be rounded to the nearest 0.00001 cents per ton-hour of sales to reflect recovery of costs due to changes in the electric rate charged to DES. The adjustment will take effect when changes in the electric rate schedule take effect, using a method approved by the Board.

201 - Contract Demands in excess of 200 tons

DemandCharge: \$20.00 per ton

Variable Consumption Charge: At the effective date of this tariff, the total Variable Consumption Charges will be:

\$0.10553 per ton-hour for EFLH less than or equal to 2,400

\$0.08853 per ton-hour for EFLH greater than 2,400

- 1) Demand is calculated as the higher of either the contract demand or the actual demand.
- 2) If the actual demand exceeds the contract demand by more than 10 % for two months in a twelve month period, the highest actual demand in the previous twelve months will become the new contract demand.
- 3) If the actual demand in any month exceeds the contract demand by more than 25%, as urcharge of \$5.00 per ton will apply to all excess demand.
- 4) If the actual demand is less than 80% of the contract demand in any month within a twelve month period, the contract demand may be reduced by up to 10% at the option of JEA.
- 5) A customer with more than one location on the same chilled water system grid will be allowed to aggregate its contract demand on the same system grid.
- 6) A customer with a contract demand of 2,000 tons and greater than 2,000 EFLH in annual consumption will receive a demand discount of \$0.50 perton.

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<u>Juli Crawford</u>, Director Financial Planning <u>and Analysis</u> Pg. 3

Effective October 1, 2021

301 - Contract Demands less than 200 tons

Variable Consumption Charge: At the effective date of this tariff, the total Variable Consumption Charge will be:

\$0.19553 per ton-hour for EFLH less than 2,400

\$0.08853 per ton-hour for EFLH greater than 2,400

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

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401 - Chilled Water Service Definitions

- a) **Temperature rise** The difference in temperature between the chilled water supplied by JEA at the Energy Station and the warmed water returned to the JEA Energy Station. (Also referred to as ΔT)
- b) ${f Ton}$ One ton of cooling equals 12,000 BTU/hr.
- c) **Contract Demand** The maximum quantity of service, in Tons, contracted to be delivered during any consecutive sixty (60) minute period for each building.
- $d) \quad \textbf{Consumption} \text{The ton-hours used by the facility during the billing period}.$
- e) **EFLH** Equivalent Full Load Hours If a ll of a customer's consumption occurred at the maximum load, this is how many hours per year they would use chilled water. The formula used to calculate EFLH is: **EFLH** = (Annual Consumption in ton-hrs)/(Contract Demand in tons + Excess Demand in tons).
- EFLH is calculated on a Fiscal Year (October September) basis. Each October every customer's EFLH
 calculation will reset to zero (0).
- g) **Actual Demand** The maximum quantity of Service, in Tons, actually provided to Customer during any consecutive sixty (60) minute period during the billing cycle
- $h) \quad \textbf{Excess Demand} \textbf{The quantity of s ervice, in Tons, provided by JEA in excess of the Contract Demand.} \\$

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Juli Crawford, Director Financial Planning and Analysis Pg. 4 Effective <u>October 1, 2021</u>

WATER AND SEWER SYSTEM MISCELLANEOUS CHARGES & FEES DOCUMENT



21 W. Church St.
Jacksonville, Florida 32202-3139
(904) 665-6000

DESCRIPTION OF TERRITORY SERVED

JEA furnishes retail and wholesale potable and reclaimed water and sewer services to major portions of Duval County and some portions of St. Johns, Clay, and Nassau Counties.

Approved by JEA Board September 17, 2021

JULI CRAWFORD, DIRECTOR
FINANCIAL PLANNING AND ANALYSIS

Effective October 1, 2021



MISCELLANEOUS CHARGES AND FEES

Compliance

- 1) The fee for inspecting the installation of a sewer flow meter shall be \$50.00
- 2) The fee for processing an industrial user discharge permit application shall be \$250.00
- 3) The on-site inspection of non-significant industrial users to determine compliance with JEA Industrial Pretreatment Regulations shall be assessed at \$100.00 per visit.

Revenue Assurance

- 1) Returned check charge shall be \$20.00
- 2) Customers who use water provided by the standby system for other than fire protection or testing purposes shall be charged
 - a) \$200.00 per incident
 - b) Plus 150% of the prevailing commercial water rate for each kgal of estimated usage
- 3) The charge for unauthorized connection to a hydrant shall be either
 - a) \$1,500.00
 - b) \$750.00 if the customer applies and obtains a hydrant meter
- 4) Field notification in lieu disconnection shall be \$5.00
- 5) Meter inaccessible for reading or cut-off after notice shall be \$25.00
- 6) JEA will charge a customer \$25.00 for each return trip whenever JEA must make a return trip to a customer's service address to perform maintenance and/or activate service because the work requested by the customer was not able to be completed at the first scheduled visit.
- 7) Service restored without JEA authorization shall be \$25.00
- 8) Tampering with meter or service connection shall be \$200.00
- 9) Damaged/Missing meter charge shall be the actual cost of the damaged or missing meter
- 10) The fee for the misrepresentation made to JEA for the purpose of obtaining or maintaining utility service(s) shall be \$50.00.
- 11) The charge for a required court appearance and/or restitution claim by a JEA employee shall be a minimum of \$50.00 up to \$400.00 depending on actual costs.
- 12) The fee for resetting a meter which has been removed due to customer theft or fraud shall be a minimum of \$225.00 or actual cost for labor and materials.



BOARD RESOLUTION: 2021-19

September 17, 2021

A RESOLUTION REGARDING THE APPROVAL OF FY 2022 PAY FOR PERFORMANCE PROGRAM; ESTABLISHMENT OF PERFORMANCE GOALS AND METRICS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JEA's Pay for Performance Program was introduced in 1990 to focus employees on key organizational measures and objectives, as well as to push the organization toward a continuous improvement culture with resulting operational excellence and reward exceptional performance as measured against pre-established goals and metrics; and

WHEREAS, JEA section 21.08(f), *City of Jacksonville Charter*, provides that:

Employee Bonus Program. JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

WHEREAS, the FY 2022 Pay for Performance goals and metrics, attached as **Exhibit 1**, will continue to focus on JEA's strategic initiatives areas of focus:

- Unbeatable Team: Safety Lost-Time Incident Rate (LTIR),
- Customer Loyalty: Residential Customer Satisfaction & Business/Commercial Customer Satisfaction,
- , and Business Excellence: Operations & Maintenance (O&M) Spend for the Electric and Water/Wastewater systems.

WHEREAS, the total estimated cost of the FY 2022 Pay for Performance Program is not to exceed \$8,896,748.

Page 2

BE IT RESOLVED by JEA:

- 1. In accordance with JEA section 21.08(f), City of Jacksonville Charter, and Florida Statutes s. 215.425(3), the JEA Board adopts and approves the FY22 Pay for Performance Program.
- 2. JEA employees shall be required to meet or exceed the corporate performance factors as stated on the attached summary of corporate performance factors during FY 2022 to be eligible for performance pay and such cost for the FY 2022 Performance Pay Program shall not exceed the estimated cost of \$8,896,748.
- 3. This Resolution shall be effective immediately upon passage by the Board and the FY 2022 Pay for Performance Program shall include the entire fiscal year starting on October 1, 2021.

Dated this 17th day of September, 2021.

JEA Board Chair	JEA Board Secretary
Form Approved by	Office of General Counsel
VOTE	
In Favor	
Opposed	
Abstained	



Exhibit

FY 2022 Performance Program Summary

Summary of Corporate Performance Factors

Safety

Lost Time Incident Rate (LTIR) FY21 YTD Results: .67 LTIR

	Does Not Meet	Meets	Exceeds
Goal	LTIR >= .45	LTIR < .4542	LTIR < .42
Achievement Value	0.00%	0.33%	1.0%

Customer Satisfaction

JD Power Residential and Commercial/ Business Electric Industry Customer Satisfaction Surveys: National

Customer Satisfaction - Residential Electric

FY21 Results: Bottom 50% of 3rd Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	0.33%	1.00%

Customer Satisfaction - Commercial Electric

FY21 Results: Bottom 50% of the 4th Quartile

	Does Not Meet	Meets	Exceeds
Goal	< 2nd Quartile	2nd Quartile	1st Quartile
Achievement Value	0.00%	0.33%	1.00%

Cost Metrics

Cost metric may only be achieved if within 5% of budget

Electric O&M Spend

FY21 YTD Results: \$208.5M

	Does Not Meet	Meets	Does Not Meets
Goal	< \$252,877 M	\$252,877 - \$266,186 M	> \$266,186 M
Achievement Value	0.00%	1.0%	0.00%

WWW O&M Spend

FY21 YTD Results: \$234.24

	Does Not Meet	Meets	Does Not Meets
Goal	< \$182,866 M	\$182,866 - \$192,490 M	> \$192,490 M
Achievement Value	0.00%	1.0%	0.00%

Total Estimated Cost for FY 2022 Pay for Performance Program

Corporate Results	No. Emp.	Total Amount at Meets	Total Amount at Exceeds
Senior Leaders	16	\$120,419	\$200,699
Appointed	397	\$1,331,234	\$2,218,724
Non-Appointed	1519	\$3,886,395	\$6,477,325
TOTAL	1932	\$5,338,049	\$8,896,748

NOTE: All performance payouts are subject to JEA's ability to pay as determined by JEA's Board of Directors with input from JEA's Finance group, and minimum individual employee performance criteria



Real Property Purchase - Purified Water Site

Whereas the purchase of real property for a new purified water plant will provide for JEA's continued system growth and reliability;

Whereas the JEA Charter, Section 21.10, provides that the JEA Board may delegate the authority to an officer, agent or employee of JEA by resolution to execute purchase and sale agreements;

Whereas the Real Estate Services Procurement Directive dated May 26, 2016 requires Board Approval for all real estate purchases of more than \$500,000.00;

Whereas JEA Staff has negotiated, and OGC has approved, acceptable terms and conditions for the purchase of an 11.88± acre parcel of real property more particularly described in the purchase agreement and property description attached hereto as Exhibit A (the "Subject Property");

Whereas JEA's current appraisal of the Subject Property has estimated the property value to be \$3,276,000.00; and

Whereas JEA Real Estate Services has requested and the Seller has agreed to a purchase price of \$3,276,000.00.

BE IT RESOLVED by the JEA Board of Directors that:

- 1. The Board hereby approves the Purchase Agreement between Leslie J. Jones, as Personal Representative of the Estate of Jan Malcolm Jones, Jr.; Edward Skinner Jones, as Trustee of the Edward Skinner Jones Revocable Living Trust dated January 31, 1989; Virginia Jones Charest, formerly known as Virginia Skinner Jones, as Trustee of the Virginia Skinner Jones Living Trust dated September 16, 1998; Arthur Chester Skinner, III, as Trustee of the Arthur Chester Skinner, III, Revocable Living Trust dated February 10, 1984, as amended; Katherine Skinner Newton, as Trustee of the Katherine Skinner Newton Living Trust Agreement dated March 31, 1987; David Godfrey Skinner, as Trustee of the David Godfrey Skinner Revocable Living Trust dated March 12, 1986, as amended; Christopher Forrest Skinner, as Trustee of the Christopher Forrest Skinner Revocable Living Trust dated November 28, 1989, as amended; Patricia Skinner Campbell, as Trustee of the Patricia Skinner Campbell Revocable Trust Agreement dated October 24, 2002, as amended; and Randall Thomas Skinner, and JEA in substantially the form attached hereto as Exhibit A.
- 2. The Board hereby delegates to the Chief Executive Officer and Managing Director or his designee the authority to execute the Purchase Agreement in substantially the same form attached hereto as Exhibit A and any and all documents required in connection with the Purchase Agreement and all other documentation as may be reasonably required to consummate the real estate transaction.
- 3. The purchase price for the Subject Property shall not exceed \$3,276,000.00 without additional approval by the JEA Board of Directors.

Dated this 17th day of September 2021.

BOARD RESOLUTION: 2021-18 September 17, 2021	Page 2
JEA Board Chair	JEA Board Secretary
Form Approved by	Office of General Counsel
	Office of General Couriser
VOTE	
In Favor	
Opposed Abstained	

Water Purification Program

Phase I

Phase II

Phase III

R&D PILOTING

- Technology Evaluation
- Ensured water quality for health and safety
- Completed 2019

DEMONSTRATION

- Optimize treatment
- Staff Training
- Aquifer Recharge testing
- Public education

IMPLEMENTATION

- Full Scale
 Implementation
- System expandable as demands increase
- Aquifer Recharge for CUP credit







Board

Meeting

Presentation

March 2021

1

REAL PROPERTY PURCHASE PURIFIED WATER SITE

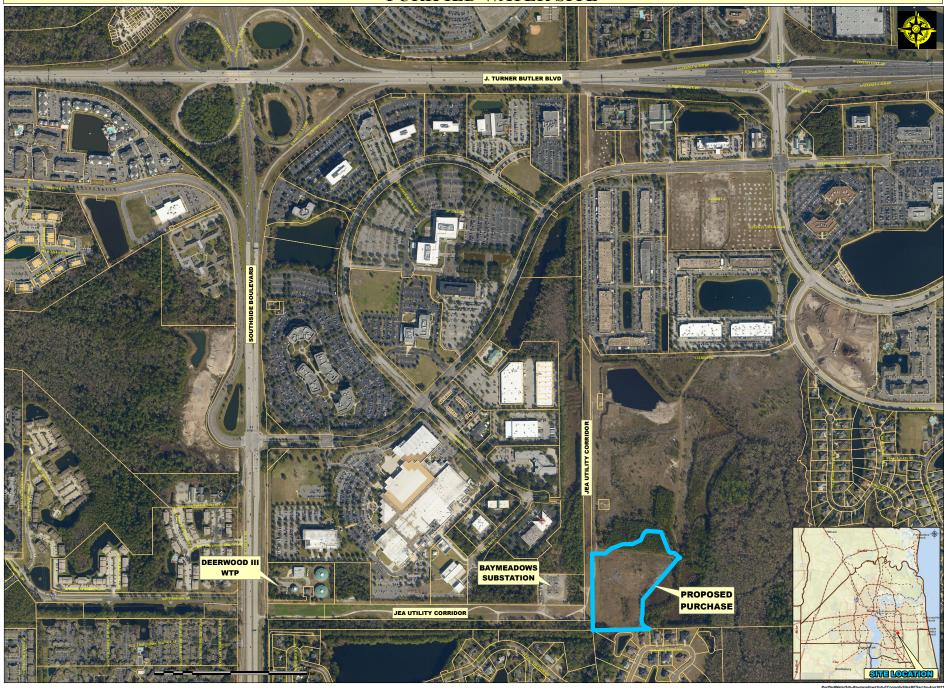


EXHIBIT A

Project: Alternate Water Purification

RE Parcel #: 167742-0055

PURCHASE AGREEMENT

(Fee Simple)

THIS PURCHASE AGREEMENT ("<u>Agreement</u>") is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "<u>Effective Date</u>") by and between:

JEA, a body politic and corporate ("<u>Buyer</u>"); and

Leslie J. Jones, as Personal Representative of the Estate of Jan Malcolm Jones, Jr.; Edward Skinner Jones, as Trustee of the Edward Skinner Jones Revocable Living Trust dated January 31, 1989;

Virginia Jones Charest, formerly known as Virginia Skinner Jones, as Trustee of the Virginia Skinner Jones Living Trust dated September 16, 1998;

Arthur Chester Skinner, III, as Trustee of the Arthur Chester Skinner, III, Revocable Living Trust dated February 10, 1984, as amended;

Katherine Skinner Newton, as Trustee of the Katherine Skinner Newton Living Trust Agreement dated March 31, 1987;

David Godfrey Skinner, as Trustee of the David Godfrey Skinner Revocable Living Trust dated March 12, 1986, as amended;

Christopher Forrest Skinner, as Trustee of the Christopher Forrest Skinner Revocable Living Trust dated November 28, 1989, as amended;

Patricia Skinner Campbell, as Trustee of the Patricia Skinner Campbell Revocable Trust Agreement dated October 24, 2002, as amended; and Randall Thomas Skinner (collectively, "Seller").

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. <u>General Outline of Transaction</u>. Seller is the owner in fee simple of that certain tract of land located in Duval County, Florida, containing approximately 11.88 acres, and more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon (the "<u>Property</u>"). Buyer intends to purchase the Property from Seller, together with all of Seller's development rights, permits, approvals, and other rights or privileges pertaining to the Property (but expressly excluding any peak hour trips owned or held by Seller), upon the terms and conditions hereafter set forth.

2. <u>Purchase Price and Earnest Money</u>.

a. <u>Purchase Price.</u> Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to Three Million Two Hundred Seventy-six Thousand Dollars (\$3,276,000.00) (the "<u>Purchase Price</u>") in immediately available United States funds, plus or minus net adjustments as set forth in this Agreement.

b. <u>Earnest Money.</u> Within five (5) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards, Cohen, Dawson, Noble & Dawes, P.A. as escrow agent ("<u>Escrow Agent</u>"), by cashier's check or wired funds, a deposit in an amount equal to One Hundred Thousand Dollars (\$100,000.00) (the "<u>Earnest Money</u>"), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

3. Survey, Title, Buyer's Review, and Inspection.

- a. <u>Survey</u>. Prior to the Effective Date, Buyer has obtained and delivered to Seller a survey of the Property prepared by DeGrove Surveyors, Inc., under Job File No. 2020257, dated April 21, 2021(the "<u>Survey</u>").
- b. <u>Title</u>. Prior to the Effective Date, Buyer has obtained and delivered to Seller an owner's title insurance commitment issued by Fidelity National Title Ins. Co. ("<u>Title Insurer</u>"), effectively dated July 15, 2021, under File No. 8957363, with Edwards Cohen as the title agent, committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price (the "<u>Commitment</u>"). The policy (the "<u>Policy</u>"), when issued, shall insure in Buyer good, marketable, and insurable title to the Property, in fee simple, free and clear of all liens and encumbrances, subject to such other matters appearing in the Commitment and Survey which Buyer has approved or accepted as title exceptions under Section 3.c below (the "Permitted Exceptions").
- c. <u>Buyer's Review.</u> Prior to the Effective Date, Buyer has reviewed title as set forth in the Commitment and as shown on the Survey, and exceptions 6, 12, 14, 21, and 23 set forth in Section B-II of the Commitment are deemed to be Permitted Exceptions. Seller shall satisfy Schedule B-1 requirements 4 through 11 of the Commitment at or prior to Closing. Notwithstanding anything to the contrary contained in this Agreement, Seller at its cost shall be obligated to cure or remove by Closing all mortgages and other monetary liens arising through Seller (other than liens for ad valorem taxes for the year of Closing that are not delinquent and any liens resulting from the actions or agreements of Buyer), any encumbrance consensually placed on the Property by Seller after the Effective Date that was not approved by Buyer, and any other matter which would constitute a breach by Seller of its covenants under this Agreement, and the same shall not constitute Permitted Exceptions.
- <u>Inspection</u>. Provided that (i) Buyer or its designee first contacts Seller's representative via e-mail as set forth in Section 14 below and advises Seller of the date and time of each entry onto the Property, and (ii) Buyer or its designees and third party contractors who will enter the Property deliver to Seller an insurance certificate evidencing a minimum of \$1,000,000.00 of comprehensive general liability insurance and naming Seller as additional insured thereunder, Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property (the "Inspection Indemnity"), unless caused by preexisting conditions of the Property or Seller's negligence. The foregoing

Inspection Indemnity shall survive Closing and any earlier termination of the Agreement. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property.

If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before the earlier of (i) ninety (90) days after the Effective Date and (ii) the Rezoning Deadline (as defined below) (such period is referred to herein as the "Inspection Period"), receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated pursuant to a provision of this Agreement expressly providing for the return of the Earnest Money to Buyer.

- e. <u>Release of ROW Reservation</u>. Seller is the successor in interest to two 100 foot right of way reservations reserved to the Grantor in that certain Warranty Deed recorded in Deed Book 1584, Page 553, public records of Duval County, Florida, which encumber lands adjacent to the Property. At Closing, Seller agrees to release the 100 foot right of way reservation contained in said instrument as applicable to the lands within Section 13 (it being agreed the reservation applicable to Section 12 lands shall not be released).
- f. <u>Rezoning.</u> This Agreement is expressly conditioned on Buyer's receipt of rezoning approval from the City of Jacksonville sufficient to permit Buyer's intended utility use of the Property with all appeal periods having expired ("Rezoning Approval"). Seller shall cooperate with Buyer, at no out of pocket expense to Seller, in the pursuit of the Rezoning Approval including executing applications and other instruments reasonably necessary, provided however that Buyer's rezoning application is subject to Seller's prior approval in its reasonable discretion. Buyer's application for Rezoning Approval shall provide that the Property may continue to be used for silvicuture and agricultural purposes until Buyer's development of the Property. Buyer shall submit the rezoning application (as approved by Seller) to the City of Jacksonville as soon as reasonably practicable following the Effective Date, and in any event within sixty (60) days of the Effective Date, and thereafter Buyer shall use commercially reasonable efforts to obtain the same prior to the Rezoning Deadline. If the Rezoning Approval is not obtained on or before December 3, 2021 (the "Rezoning Deadline"), Buyer may elect to either (i) terminate this Agreement upon written notice to Seller given on or before the Rezoning Deadline, in which case Escrow Agent shall return the Earnest Money to Buyer, or (ii) waive the Rezoning Approval contingency and proceed to Closing. Notwithstanding anything in this Agreement to the contrary, upon Buyer's receipt of the Rezoning Approval, the Inspection Period shall be deemed to terminate on the date of the Rezoning Approval (unless the Inspection Period has already expired in accordance with Section 3(d) above) and the Earnest Money shall be nonrefundable other than in the event of a Seller default.
- 4. <u>Deed of Conveyance</u>. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- 5. <u>Casualty and Eminent Domain</u>. Risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have

assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer in writing of such taking or proposed taking or casualty damage and the Closing shall be extended if necessary to accommodate this notice period.

6. Default and Remedies.

- a. <u>Notice of Default</u>. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 6 below, as applicable. The foregoing notice and cure period shall not apply to a party's obligation to close the transaction on the Closing date.
- b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, retain the Earnest Money as liquidated damages and this Agreement shall be terminated. Seller and Buyer agree that they have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.
- c. Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may, at its election, (i) terminate this Agreement upon written notice to Seller in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, or (ii) Buyer may pursue any specific performance, as its sole remedies. Notwithstanding the foregoing to the contrary, if specific performance is not available due to Seller's intentional acts or willful breach of this Agreement, Buyer may pursue an action against Seller to recover damages (subject to and in no event to exceed the Cap as defined in Section 6.d below).
- Remedies Subsequent to Closing and/or Termination. Subject to the terms and limitations of this Agreement and except as may otherwise be limited in any of the documents executed at Closing, both parties shall be entitled to all remedies at law or in equity (including specific performance) as to (i) the discovery following Closing of a breach of any representation or warranty of such party set forth in this Agreement, or (ii) a default of the other party's obligations to be performed under this Agreement subsequent to a Closing and/or termination of this Agreement; provided that no claim asserted after Closing for a breach of any representation or warranty of a party shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to the other party prior to Closing or disclosed in this Agreement, the Buyer's due diligence materials, the Commitment, or the Survey; and further provided that no party shall have any liability to the other for a breach of any representation, warranty or obligation unless (a) the valid claims for all breaches collectively aggregate more than Twenty Thousand Dollars (\$20,000.00), in which event the full amount of such valid claims will be actionable up to the Cap (as defined herein), and (b) written notice containing a description of the specific nature of such breach shall have been given by the non-breaching party to the breaching party prior to the expiration of the applicable survival period and an action shall have been commenced and filed within sixty (60) days after delivery of notice of the alleged breach. As used herein, the term "Cap" shall mean One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the aggregate. In no event whatsoever shall any party have any liability to the other in excess of the Cap for any claims asserted after Closing for a breach. Notwithstanding the foregoing or anything set forth in any of the documents to be executed by the parties at Closing, neither party shall be entitled to, and each

party hereby waives all claims and rights to, lost profits and consequential, punitive, and special damages.

- 7. Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property or the termination of this Agreement.
- 8. <u>Seller's Representations and Warranties</u>. Seller hereby represents and warrants that as of the date hereof:
- a. Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.
- b. No litigation is pending, or to Seller's actual knowledge threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.
- c. To Seller's knowledge, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- d. The individuals signing this Agreement on behalf of Seller have the authority to bind the Seller to the agreements set forth herein.
- e. (1) to Seller's knowledge, Seller has not used, generated, manufactured, stored or disposed of any Hazardous Materials in, at, on, under or about the Property or transported any Hazardous Materials to or from the Property in violation of Environmental Laws (as defined below), and (2) to Seller's knowledge, Seller has not received written notice that any part of the Property is in violation of Environmental Laws. The term "Environmental Laws" includes the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act and other federal laws governing the environment, pollution or hazardous materials as in effect now and as of through Closing, together with their implementing regulations and guidelines, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate the environment, pollution or hazardous materials (now in effect or as may be enacted or amended). The term "Hazardous Materials" includes any substance, material waste, pollutant or contaminant regulated, listed or defined as hazardous or toxic under any Environmental Law or any material the presence of which would require remediation pursuant to the guidelines established by any Environmental Laws, but expressly excludes organic materials or unsuitable soils.
- f. The representations and warranties set forth in this Section 8 shall survive the Closing for a period of six (6) months (the "<u>Survival Period</u>"); provided, however, no such claim for a breach of a representation or warranty shall be valid unless Buyer provides written notice to Seller of such claim prior to the end of the Survival Period and thereafter files an action in a court of competent jurisdiction with respect to such breach within sixty (60) days after such notice, in which case the statements that are subject of such notice and proceeding shall survive

until final resolution or settlement of such proceeding, but in any event subject to the terms, qualifications and limitations set forth in this Agreement. Notwithstanding anything herein to the contrary, no claim asserted after Closing for a breach of any representation or warranty of any party shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing or disclosed in this Agreement, the Buyer's due diligence materials, the Commitment or the Survey.

As used in this Agreement, the phrase "to Seller's knowledge" or words of similar import shall mean the actual knowledge of A. C. Skinner, III, Edward S. Jones and Randall T. Skinner (collectively, "Seller's Representative") and shall not be construed to impose or have imposed upon Seller's Representative any duty to investigate the matters to which such knowledge, or the absence thereof, pertains. Seller represents and warrants that Seller's Representative is the person affiliated with Seller who is the most knowledgeable with respect to the Property. There shall be no personal liability on the part of Seller's Representative arising out of any of the Seller's representations and warranties contained in this Agreement.

- 9. <u>Closing</u>. The consummation of the transaction contemplated hereby for the purchase of the Property (the "<u>Closing</u>") shall take place on or before the earlier to occur of (i) fourteen (14) days after Buyer's receipt of the Rezoning Approval, or (ii) December 10, 2021. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller, or by "mail-away" escrow closing.
- 10. <u>Documents to be delivered at Closing</u>. On or before Closing, Seller shall deliver to Buyer the following documents:
- a. Special Warranty Deed conveying to Buyer fee simple title to the Property in form and content specified in Section 4 hereof;
- b. Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property arising through Seller within ninety (90) days preceding the Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;
 - c. Release as set forth in Section 3.e hereof.
- d. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes, if applicable, delivered to Escrow Agent for each applicable Seller party at least ten (10) days prior to Closing;
- e. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.
- 11. <u>Possession</u>. Possession of the Property shall be delivered to Buyer on the Closing Date.

12. Closing Costs.

a. At Closing, Buyer shall pay for (i) recording fees of the deed; (ii) all inspections performed by Buyer; (iii) Buyer's attorneys' fees; (iv) the Survey; (v) the owner's title policy issued pursuant to the Commitment described in Section 3; and (vi) Seller's attorneys' fees incurred in connection with this Agreement and the transactions contemplated hereby not to exceed \$4,000.00.

- b. At Closing, Seller shall pay for (i) documentary stamp taxes on the deed; and (ii) recording fees for curative title documents, if any.
- c. Additionally, at Closing, Buyer shall reimburse Seller for all costs incurred by Seller in connection with certain repair work to culverts located on the Property (the "Culvert Work") as generally described in that certain proposal from ACS Utilities LLC to Seller entitled "Parcel S18" dated August 3, 2021, in the current amount of \$19,664.08. Prior to Closing, Seller shall provide Buyer with paid invoices for all such costs incurred by Seller in connection with the Culvert Work.
- 13. <u>Taxes and Assessments</u>. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.
- 14. <u>Notices</u>. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "<u>Notice</u>") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Buyer: JEA, Real Estate

21 W. Church Street (CC-6) Jacksonville, Florida 32202

Attention: Director, Real Estate Services

With copy to: Edwards Cohen

200 W. Forsyth St., Suite 1300 Jacksonville, FL 32202

Jacksonville, FL 32202 Attention: Brian Dawes, Esq.

To Seller: Attn: Chip Skinner

2963 Dupont Avenue, Suite 2 Jacksonville, Florida 32217 Telephone: (904) 732-9400 Email: chip@skinnerrealty.com

With copy to: Burr & Forman LLP

50 North Laura Street, Suite 3000 Jacksonville, Florida 32202

Attention: Chris Strohmenger, Esq.

To Escrow Agent: Edwards Cohen

200 W. Forsyth St., Suite 1300 Jacksonville, FL 32202 Attention: Brian Dawes, Esq.

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

- 15. <u>State Required Disclosure</u>. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:
- "RADON GAS" Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- 16. <u>Governing Law.</u> The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.
- 17. <u>Entire Agreement</u>. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.
- 18. <u>Captions</u>. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.
- 19. <u>Assignment</u>. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; and no third party will have any rights, privileges or other beneficial interest herein or hereunder.
- 20. <u>Time is of the Essence</u>. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.
- 21. <u>Interpretation</u>. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against on party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.
- 22. <u>Waiver</u>. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

23. Intentionally Deleted.

24. <u>Board Approval Contingency.</u> Except with respect to the Inspection Indemnity, which shall be binding upon the Effective Date and shall survive any termination of this Agreement as provided in this Agreement, this Agreement and purchase is wholly contingent

upon Buyer being able to obtain approval from Buyer's Board of Directors for the purchase of the Property. It is understood that Buyer shall notify Seller during the Inspection Period of this Agreement of the decision of the Board of Directors. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Escrow Agent is irrevocably instructed to return the Earnest Money and any interest earned thereon to Buyer and this Agreement shall terminate and neither party shall have any further obligations under the terms thereof, except for those matters that expressly survive such termination, including the Inspection Indemnity.

<u>Escrow Provisions.</u> Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a document and neither of the parties disputes such disbursal within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence.

Buyer may at any time remove the Escrow Agent and appoint a successor. The Escrow Agent may resign at any time from its obligations hereunder by providing written notice to the Seller and Buyer. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than ten (10) business days after such written notice has been furnished. In such event, the Buyer shall promptly appoint a mutually acceptable successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations hereunder. The

Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

- 26. <u>Counterpart Execution</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument even though both parties may not have executed the same counterpart. Facsimile or PDF copies of this Agreement executed by the Seller or Buyer shall operate as and may be relied upon as an original signature.
- "AS IS" Sale. Subject to the representations, warranties and covenants of Seller set forth in this Agreement and in any closing documents, Buyer acknowledges and agrees that (i) the Property shall be sold by Seller to Buyer in "as is" condition as of the Closing date, (ii) Seller disclaims any warranty express or implied with respect to the condition of the Property, or the value or marketability thereof or the suitability thereof for Buyer's purposes, (iii) acquisition of title by Buyer pursuant to the terms of this Agreement shall be deemed full and complete acceptance by Buyer of the Property in the condition which exists at the time of the Closing, and (iv) Buyer shall not rely upon any oral or written representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or representative of Seller or by any broker or any other person representing or purporting to represent Seller with regard to the Property or any matters affecting the Property. Buyer acknowledges that it has made or will make all factual, legal, and other inquiries or investigations it deems necessary, desirable, or appropriate with respect to the Property and the value thereof. Buyer agrees that upon closing this transaction it waives, releases, and discharges any claim it has or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other license or permit for the use or development of the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the existence, if any, of any Hazardous Materials on the Property, the compliance with any environmental protection, pollution, or property use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property, except as expressly set forth herein or in the closing documents. The provisions of this Section shall survive Closing.

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

[SIGNATURES ON FOLLOWING PAGES]

BUYE	CR:		
JEA, a body politic and corporate			
By:			
•	Jordan Pope Director, Real Estate Services		
Date:			

BUYER SIGNATURE PAGE TO PURCHASE AGREEMENT

SELLER:
Leslie J. Jones, as Personal Representative of the Estate of Jan Malcolm Jones, Jr. Date:
Edward Skinner Jones, as Trustee of the Edward Skinner Jones Revocable Living Trust dated January 31, 1989; Date:
Virginia Jones Charest, formerly known as Virginia Skinner Jones, as Trustee of the Virginia Skinner Jones Living Trust dated September 16, 1998 Date:
Arthur Chester Skinner, III, as Trustee of the Arthur Chester Skinner, III, Revocable Living Trust dated February 10, 1984, as amended Date:
Katherine Skinner Newton, as Trustee of the Katherine Skinner Newton Living Trust Agreement dated March 31, 1987 Date:
David Godfrey Skinner, as Trustee of the David Godfrey Skinner Revocable Living Trust dated March 12, 1986, as amended

SELLER SIGNATURE PAGE TO PURCHASE AGREEMENT

Date:

the Christopher Forrest Skinner, as Trustee of the Christopher Forrest Skinner Revocable Living Trust dated November 28, 1989, as amended Date:
Patricia Skinner Campbell, as Trustee of the Patricia Skinner Campbell Revocable Trust Agreement dated October 24, 2002, as amended Date:
Randall Thomas Skinner Date:

SELLER SIGNATURE PAGE TO PURCHASE AGREEMENT

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Section 25.

Edwar	ds, Cohen, Dawson, Noble & Dawes, P.A.
By:	Brian Dawes, V.P.
Date:	

ESCROW AGENT SIGNATURE PAGE TO PURCHASE AGREEMENT

EXHIBIT A

DESCRIPTION OF PROPERTY

A PART OF GOVERNMENT LOT 16, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 42 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 18, 747.22 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 16 SECONDS EAST, LEAVING SAID WEST LINE, 128.46 FEET; THENCE NORTH 49 DEGREES 00 MINUTES 09 SECONDS EAST, 77.36 FEET; THENCE NORTH 69 DEGREES 42 MINUTES 20 SECONDS EAST, 126.95 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES 01 SECONDS EAST, 89.98 FEET; THENCE NORTH 70 DEGREES 48 MINUTES 39 SECONDS EAST, 83.12 FEET; THENCE NORTH 19 DEGREES 10 MINUTES 57 SECONDS EAST, 74.38 FEET; THENCE NORTH 44 DEGREES 16 MINUTES 06 SECONDS EAST, 35.55 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 27 SECONDS EAST, 92.01 FEET; THENCE SOUTH 84 DEGREES 34 MINUTES 50 SECONDS EAST, 54.61 FEET; THENCE SOUTH 27 DEGREES 31 MINUTES 59 SECONDS EAST, 20.45 FEET; THENCE SOUTH 17 DEGREES 35 MINUTES 36 SECONDS EAST, 53.37 FEET; THENCE SOUTH 20 DEGREES 55 MINUTES 33 SECONDS EAST, 53.52 FEET; THENCE SOUTH 19 DEGREES 57 MINUTES 40 SECONDS EAST, 27.67 FEET; THENCE SOUTH 20 DEGREES 53 MINUTES 05 SECONDS EAST, 32.73 FEET; THENCE SOUTH 32 DEGREES 01 MINUTES 30 SECONDS EAST, 30.30 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 02 SECONDS EAST, 35.94 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 26 SECONDS EAST, 65.09 FEET TO A NORTHWESTERLY LINE OF THAT SOUTHEAST QUADRANT OFFICE PARK WETLAND CREATION AREA AS APPROVED BY WETLAND RESOURCE MANAGEMENT PERMIT NO. 12-031-0218 ISSUED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ON 5-19-95, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 103.46 FEET; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 68.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 35 MINUTES 58 SECONDS WEST, 67.02 FEET TO THE NORTHEAST CORNER OF THE TOWN CENTER PARKWAY MITIGATION PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 12082, PAGE 87 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHWESTERLY AND WESTERLY LINES OF SAID PARCEL, THE FOLLOWING TWO COURSES: COURSE NO. 1) SOUTH 39 DEGREES 57 MINUTES 56 SECONDS WEST, 480.81 FEET; COURSE NO. 2) SOUTH 00 DEGREES 02 MINUTES 09 SECONDS EAST, 142.45 FEET TO THE SOUTHERNMOST CORNER OF SAID PARCEL, LYING ON A WESTERLY LINE OF SAID SOUTHEAST QUADRANT OFFICE PARK WETLAND CREATION AREA AS APPROVED BY WETLAND RESOURCE MANAGEMENT PERMIT NO. 12-031-0218 ISSUED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ON 5-19-95, SAID POINT LYING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 124.30 FEET; THENCE ALONG SAID WESTERLY LINE OF THE SOUTHEAST QUADRANT OFFICE PARK WETLAND CREATION AREA, AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 94.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, 92.19 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.16 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 87.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55 DEGREES 53 MINUTES 48 SECONDS EAST, 86.38 FEET TO THE SOUTH LINE OF SAID SECTION 18; THENCE SOUTH 88 DEGREES 36 MINUTES 54 SECONDS WEST, ALONG SAID SOUTH LINE, 550.00 FEET TO THE POINT OF BEGINNING.

As such property is depicted on the Survey referenced in Section 3(a) in the Agreement.

EXHIBIT A
TO PURCHASE AGREEMENT