



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

JEA BOARD OF DIRECTORS MEETING

JEA Headquarters | 1st Floor | Room 120-A&B | 225 North Pearl Street, Jacksonville, FL 32202
May 27, 2025 | 9:00 am

WELCOME

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

General Joseph DiSalvo, Chair

Safety Briefing & Values Moment

Andrea White, Leadership Development Specialist

COMMENTS / PRESENTATIONS

Comments from the Public

Public

Managing Director / CEO Comments

Vickie Cavey, Managing Director / CEO

JEA Performance Update

- [Corporate Scorecard](#)
- [Financial Update](#)

Juli Crawford, Senior Vice President, Finance
Joe Orfano, Deputy Chief Financial Officer

ITEMS FOR BOARD CONSIDERATION AND COMMITTEE REPORTS

Consent Agenda ([Action](#))

- [Board Meeting Minutes – March 25, 2025](#)
- [Industrial Pretreatment Regulation](#)
- [Procurement Code Update](#)

General Joseph DiSalvo, Chair

DELIVERING BUSINESS EXCELLENCE

Capital Projects Committee Report – May 23, 2025

- [Authorization for Easement Purchase from Jacksonville Aviation Authority \(\[Action\]\(#\)\)](#)
- [Maxville Substation – Authorization for Condemnation \(\[Action\]\(#\)\)](#)
- [Arlington East \(WRF\) Phase 2 Expansion – Wharton-Smith Contract \(\[Action\]\(#\)\)](#)
- Hogans Creek District Energy System Plant Expansion
- Combined Cycle Update
- 138kV / 230kV Fulton Cut Replacement Update

Rick Morales, Committee Chair

[Interlocal Agreement for Emergency Mutual Potable Water Interconnection Between JEA and St. Johns County \(\[Action\]\(#\)\)](#)

Juli Crawford, Senior Vice President, Finance

[Business Excellence Report](#)

Bill Kemp, K3 Strategies, LLC

IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility



OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business/Open Discussion

Chair's Report

Announcements

- FY26 Budget Workshop – June 4, 2025
- Next Board Meeting – June 24, 2025

Adjournment

INFORMATIONAL MATERIAL

Appendix A: [Board Meeting Minutes – March 25, 2025](#)

Appendix B: [Industrial Pretreatment Regulation](#)

Appendix C: [Procurement Code Update](#)

Appendix D: [Authorization for Easement Purchase from Jacksonville Aviation Authority](#)

Appendix E: [Maxville Substation – Authorization for Condemnation](#)

Appendix F: [Arlington East \(WRF\) Phase 2 Expansion – Wharton-Smith Contract](#)

Appendix G: [Interlocal Agreement for Emergency Mutual Potable Water Interconnection Between JEA and St. Johns County](#)

Appendix H: [Real Estate Quarterly Report](#)

Appendix I: [Energy Market Risk Management Policy Report](#)

Appendix J: [Financial Statements – March and April 2025](#)

Appendix K: [Quarterly Analysis of Financial Performance](#)

BOARD CALENDAR

FY26 Budget Workshop – June 4

2025 Board Meetings – June 24, August 26, September 23, October 28, and November 18

Board Retreat – August 13

Capital Projects Committee – August TBD, October TBD

Finance, Governance, and Audit Committee – August 11 and November 12



Safety Briefing & Values Moment

Andrea White, Leadership Development Specialist

*JEA places a high priority on **emotional wellbeing**, both at and away from work.*



Emotional Wellbeing

Sustaining trust. Encouraging discussions.



Safety Briefing Headquarters

In the event of an emergency, JEA Security will call 911 and coordinate any required evacuation

Emergency Evacuation Route: Exit building via Pearl Street main entrance/exit or Monroe Street exit to the left of the American flag

Assembly Point: Front of Duval County Clerk of Courts (NW corner of Adams St. & Clay St.)

Evacuation or Medical Assist: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



Pearl Street Exit



**Monroe Street Exit
Left of the American Flag**



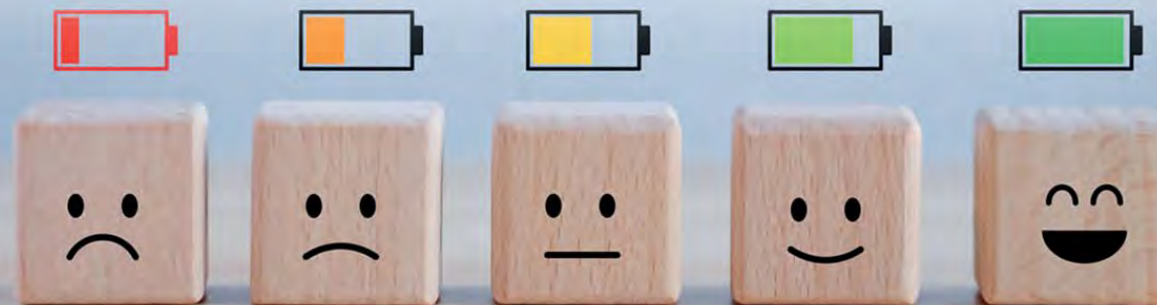
County Courthouse Lawn

JEA Values the Importance of Emotional Wellbeing



JEA places the physical and emotional wellbeing of people first, both at and away from work.

- Builds and sustains **trust**
- Encourages **questions**
- Creates environments that encourage **discussion, creative ideas,** and **lessons learned** debriefs



Comments From The Public

General Joseph DiSalvo, Chair



Managing Director/CEO Comments

Vickie Cavey, Managing Director/CEO

*Kyle Schoettler, Manager,
System Operations*



JEA Performance Update

Corporate Scorecard

Juli Crawford, Senior Vice President, Finance

Moses L Mitchell, Apprentice Maintenance Mechanic
Scott A Doane, Maintenance Mechanic

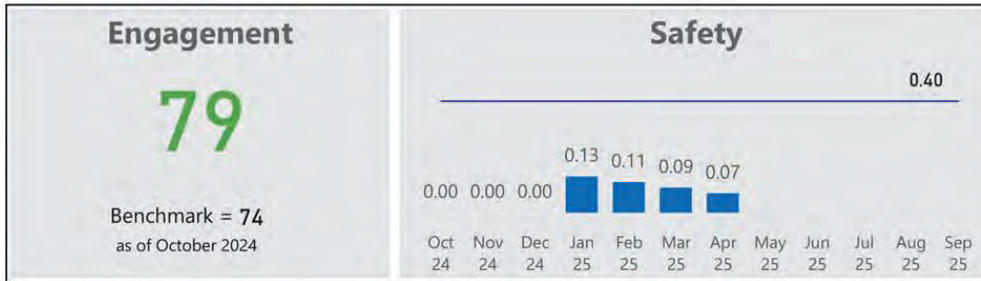


JEA FY25 Corporate Scorecard

Data through April 2025



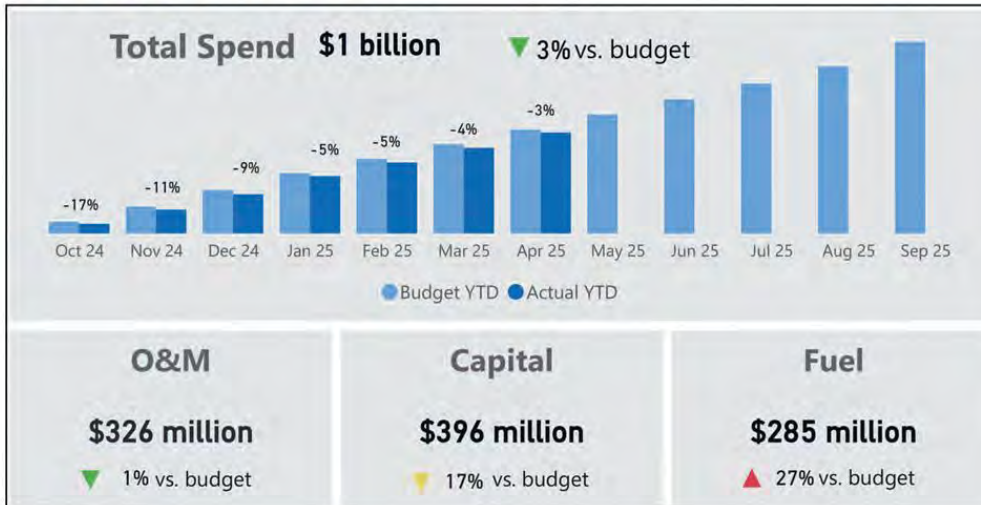
Unbeatable Team



Customer Loyalty



Business Excellence



Metric	YTD Goal	YTD Actual	Vs. Goal	Current Direction
Electric Reliability (SAIDI)	<= 65.00	74.39	● 14%	▲
Clean Energy Composition	>= 16%	15.74%	● (2%)	▲
Water Reliability- Pressure <30 PSI (avg. min.)	<= 3.50	2.39	● (32%)	▲
Sewer Reliability- Sanitary Sewer Overflows	<= 0.34	0.31	● (8%)	▲
Technology-Outages Essential Business Systems	<= 10	2	● (80%)	—

FY25 Q2 Financial Update

Joe Orfano, Deputy Chief Financial Officer



ELECTRIC SYSTEM REVENUE & EXPENDITURES

	Budget	Actual	Delta	%	
Base Revenue	\$ 463,728,469	\$ 488,770,649	\$ 25,042,180	5.4%	↑
Fuel Rate Revenue	224,914,937	275,994,471	51,079,534	22.7%	↑
Other Revenue	71,905,068	74,810,880	2,905,812	4.0%	↑
Total Revenue	\$ 760,548,474	\$ 839,576,000	\$ 79,027,526	10.4%	↑
O&M	\$ 180,049,103	\$ 172,045,699	\$ (8,003,404)	-4.4%	↓
Fuel & Purchased Power	224,914,937	275,994,471	51,079,534	22.7%	↑
Debt	72,925,658	67,877,774	(5,047,884)	-6.9%	↓
Capital Funding	88,534,071	88,534,071	-	0.0%	
City Contribution	56,996,810	51,796,149	(5,200,661)	-9.1%	↓
Non-Fuel Purchase Power	137,634,977	139,925,059	2,290,082	1.7%	↑
Other Expenditures	(9,049,632)	(4,671,034)	4,378,598	48.4%	↑
Total Expenditures	\$ 752,005,924	\$ 791,502,189	\$ 39,496,265	5.3%	↑
Surplus / (Deficit)	\$ 8,542,550	\$ 48,073,811	\$ 39,531,261		↑



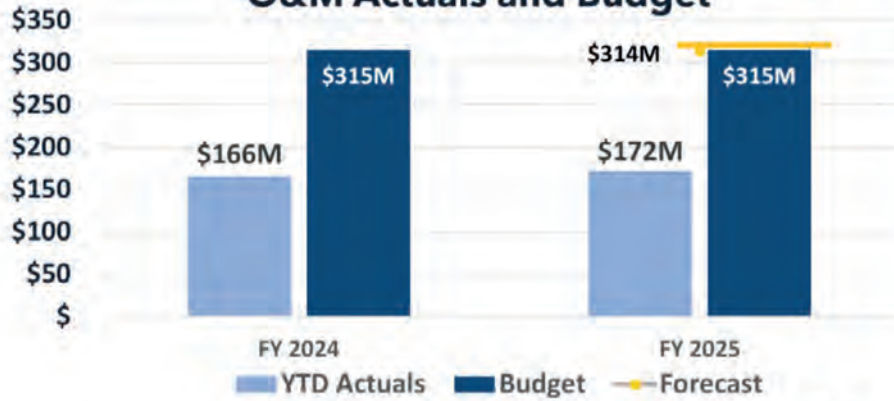
COST PER MWH

	YTD 2024	YTD 2025
Generated Power per MWh	\$ 32.40	\$ 40.71
Purchased Power per MWh	\$ 81.62	\$ 89.67
Total Energy Cost per MWh	\$ 53.00	\$ 60.65

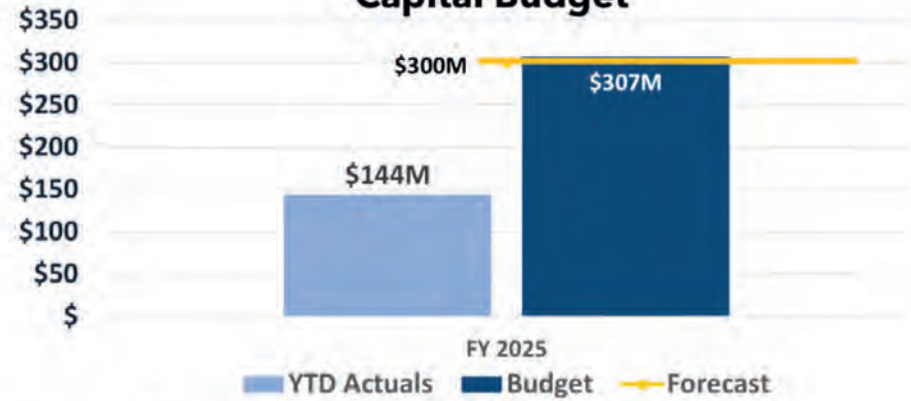


ELECTRIC SYSTEM

O&M Actuals and Budget



Capital Budget



Cash and Investments



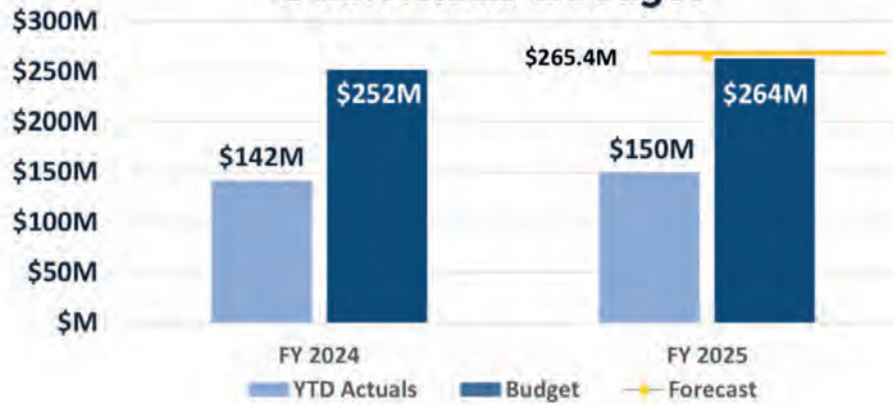
WATER SYSTEM REVENUE & EXPENDITURES

	Budget	Actual	Delta	%	
Water & Sewer	\$ 291,628,145	\$ 290,999,555	\$ (628,590)	-0.2%	↓
Capacity & Extension	41,325,416	42,319,237	993,821	2.4%	↑
Investment Income	2,991,306	3,137,583	146,277	4.9%	↑
Other Income	24,432,070	22,639,294	(1,792,776)	-7.3%	↓
Total Revenue	\$ 360,376,937	\$ 359,095,669	\$ (1,281,268)	-0.4%	↓
O&M	\$ 147,939,236	\$ 150,325,462	\$ 2,386,226	1.6%	↑
Capital	68,556,190	69,510,596	954,406	1.4%	↑
Debt	79,464,741	76,339,690	(3,125,051)	-3.9%	↓
City Contribution	23,167,480	21,053,568	(2,113,912)	-9.1%	↓
Other Expenditures	4,302,807	4,239,952	(62,855)	-1.5%	↓
Total Expenditures	\$ 323,430,454	\$ 321,469,268	\$ (1,961,186)	-0.6%	↓
Surplus / (Deficit)	\$ 36,946,483	\$ 37,626,401	\$ 679,918		↑

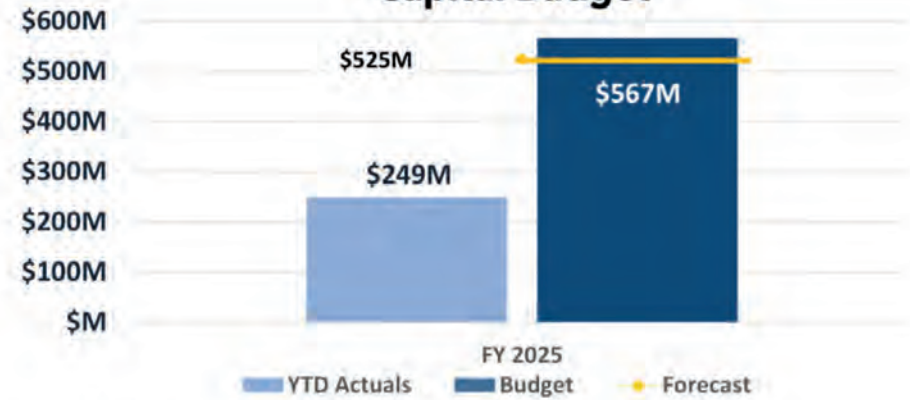


WATER SYSTEM

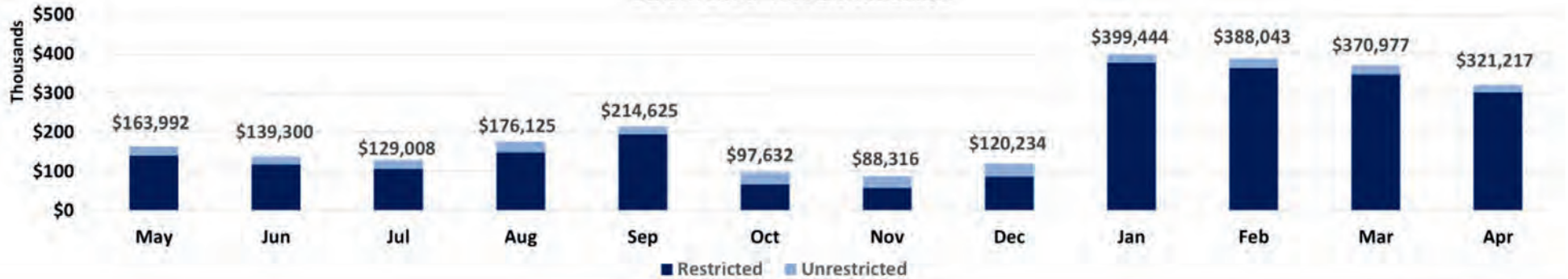
O&M Actuals & Budget



Capital Budget



Cash and Investments



Financial Metrics

E
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Days of Liquidity

192 

Target: 150

Debt Service Coverage

3.23x 

Target: 2.2x

Debt to Asset Ratio

42.7% 

Target: 50%

Fixed Charge Coverage

1.34x 

Target: 1.6x

Weighted Average Yield
of Investments

4.50% 

Target: 4.20%

W
A
T
E
R

Days of Liquidity

319 

Target: 100

Debt Service Coverage

2.71x 

Target: 1.8x

Debt to Asset Ratio

46.6% 

Target: 50%

Fixed Charge Coverage

2.38x 

Target: 2.0x

Weighted Average Yield
of Investments

4.50% 

Target: 4.20%



Consent Agenda

General Joseph DiSalvo, Chair

Action

*Brayden Cassels, Apprentice Linemaintainer
Gage Connell, Groundworker*



Consent Agenda

General Joseph DiSalvo, Chair

Action

- ✓ Board Meeting Minutes – March 25, 2025
- ✓ Industrial Pretreatment Regulation
- ✓ Procurement Code Update



Capital Projects Committee Report

Rick Morales, Committee Chair

Action



Arlington East Water Reclamation Facility



Capital Projects Committee Report

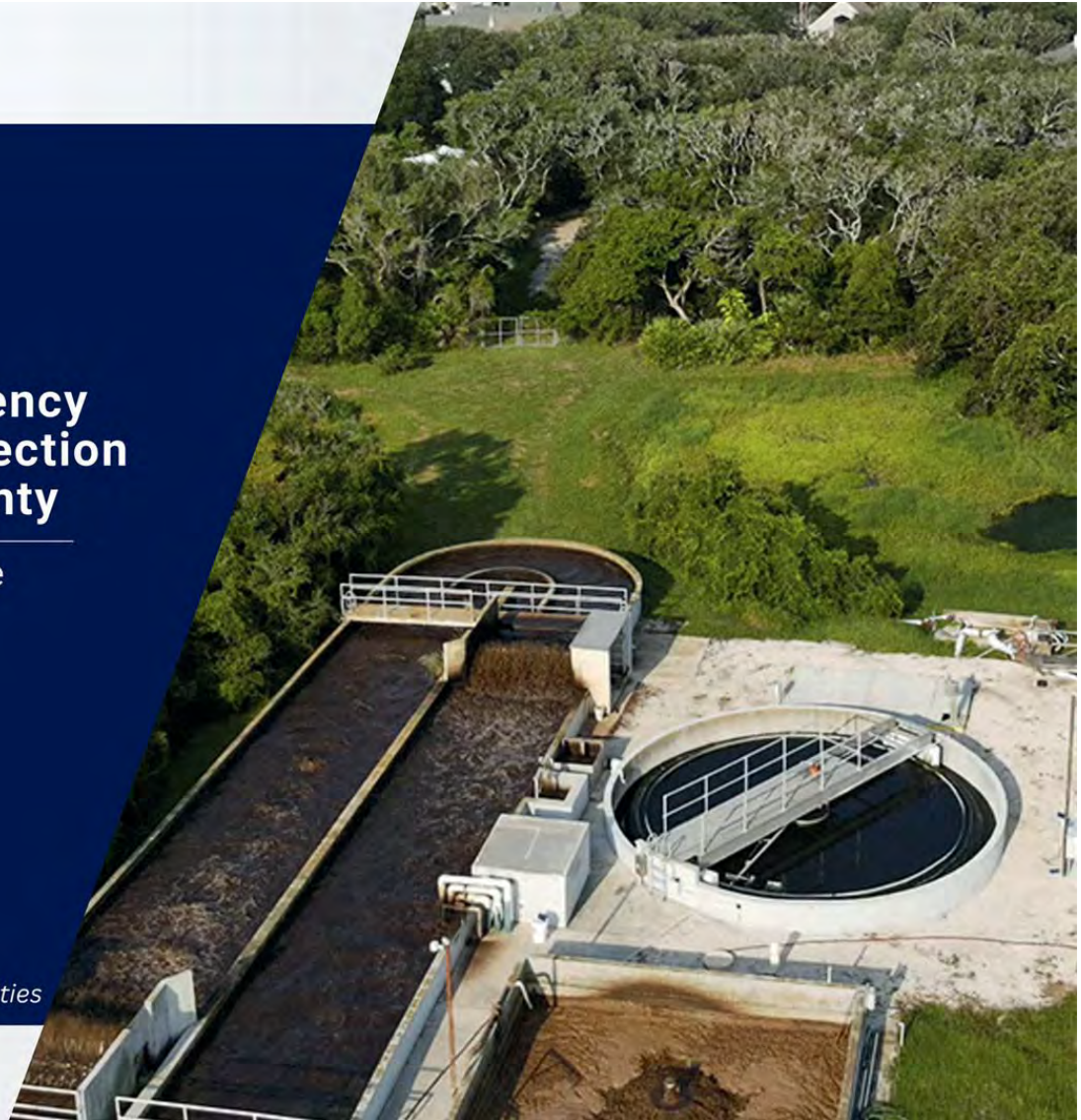
- ✓ Authorization for Easement Purchase from Jacksonville Aviation Authority (*Action*)
- ✓ Maxville Substation – Authorization for Condemnation (*Action*)
- ✓ Arlington East Water Reclamation Facility Phase 2 Expansion – Wharton-Smith Contract (*Action*)
- ✓ Hogans Creek District Energy System Plant Expansion
- ✓ Combined Cycle Update
- ✓ 138kV/230kV Fulton Cut Replacement

Interlocal Agreement for Emergency Mutual Potable Water Interconnection Between JEA and St. Johns County

Juli Crawford, Senior Vice President, Finance

Action

North Beach Utilities





Emergency Interconnection Agreement

For St. Johns County

- St. Johns County acquired North Beach Utilities (Vilano & North Beach areas)
- Adjacent to JEA's Ponce de Leon Grid (South Ponte Vedra)
- Neither system is connected to their respective larger utility systems.
- Proposal: Establish an interconnection for emergency potable water supply for resiliency
- **Requesting authorization** for the Managing Director/CEO (or designee) to execute the Emergency Water Interconnection Agreement with St. Johns County as presented





JEA Business Excellence Meeting

May 27, 2025

CHANGE FOR A BETTER WORLD



The goal of the Business Excellence Program is to identify major opportunity areas to improve JEA performance and define a "path forward" for delivering results



- Phase 1 of the Business Excellence program (Assessment) began in November
- Leadership Team and managers have been highly supportive and engaged
- Active involvement by managers and SMEs in data analysis, idea generation
- Strong desire across the organization to improve
- Several opportunity areas have already been initiated

Overall Perspective: JEA is a well-managed utility focused on delivering reliable and cost-effective water and electric service to its customers

- JEA has invested over \$5 Billion in renewing and growing service capabilities over the last 10 years
- Service reliability is very good in Electric and improving in Water
- Rates have remained competitive with other Florida utilities - but needed capital investments were deferred
- Employees are committed to improving operations and growing JEA capabilities
- However, JEA faces several major challenges:
 - Evolving and uncertain future regulatory requirements
 - Significant capital investments for new supply and delivery/treatment capacity, new technologies, and catch-up on deferred investments
 - Increasing cost pressures – industry-specific inflation and labor costs
 - Industry supply and demand constraints for critical supply and operations technologies
 - Recovering from disruptions under past leadership

JEA has vital assets for navigating these challenges – an effective leadership team and a committed work force



Top Board concerns - from Board meetings in 2024 and initial Board meetings with K3 Strategies leaders

- Future capital expenditures
- Effectiveness in managing increased capital spending
- Performance vs. other utilities
- Growth in O&M and G&A costs
- Succession planning, particularly at the chief and CEO levels
- JEA's role in effectively supporting Jacksonville economic development

Does JEA have the leadership and capabilities needed to meet future challenges?

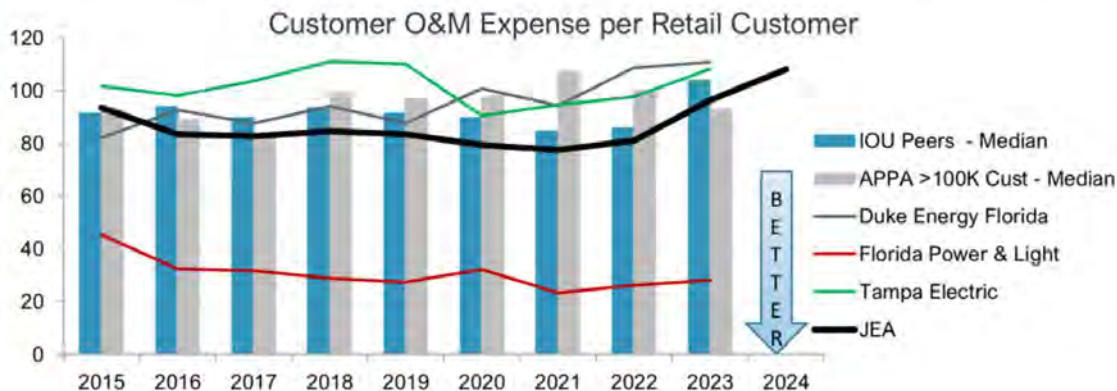
The top priorities identified for issues/opportunities in the initial Assessment Workshops (8 workshops with over 160 executives and managers) pointed the way for our more detailed analyses

- Significant management challenges from increasing capital investment requirements
- Maintaining affordability
- Balancing CAPEX priorities between growth and maintenance
- Need for an updated, clear, broad-based company strategy and culture
- Managing operations and maintenance (O&M) cost pressures
- Hiring, retention, development, and compensation of the workforce
- Implementing technology solutions to meet business needs
- IT governance, prioritization, integration, and performance
- Need for better asset management data and management capabilities
- Increasing costs of resources and inflation impact on capital equipment
- Stronger operations support capabilities

Highest priority opportunity themes: capital investment management, cost growth, strategic direction and a strong culture, workforce hiring and retention, IT support capabilities, and customer affordability



Annual O&M costs per customer in the Customer function have trended slightly below its peer utilities (2nd quartile), while G&A O&M costs have moved to 3rd quartile in recent years



- Customer O&M costs per customer have increased by over 30% in the last three years, to 3rd quartile, after being below APPA and IOU peer medians for a long period
- Florida Power & Light's cost per customer position far below their peers can be attributed to their sizable scale advantage and advanced technology platforms



- After maintaining O&M costs similar to APPA and IOU peer medians, JEA's nominal G&A costs per customer increased significantly since 2022
- JEA's comparable G&A costs per customer were in 3rd quartile in 2023 and likely in 2024.



JEA's operational performance generally compares well with its utility peers - although water reliability has recently suffered, and Customer and G&A costs have risen to above average

Comparative Unit Cost or Performance Metrics

Electric System			Water / Wastewater		
Total Production O&M Expense* per MWH Sold	* excluding fuel and purchased power	●	Total O&M Expense per MG Water Distributed		●
Transmission O&M Expense per Peak MW		●	Direct Cost of Treatment per MG Distributed		●
Distribution O&M Expense per Circuit-Mile		●	Water Residential Customers per Employee		●
Customer O&M Expense per Retail Customer		●	Wastewater Residential Customers per Employee		●
General & Admin** O&M Expense per Retail Customer	** corporate services	●	Average Monthly Bill - Water		●
Reliability – SAIDI (system interruption duration)		●	Average Monthly Bill - Wastewater		●
Reliability – SAIFI (system interruption frequency)		●	Reliability – Leaks and Breaks per 100 miles of Pipe		●
Reliability – CAIDI (circuit interruption duration)		●	Reliability – Collection System Failures per 100 miles of Pipe		●
			Reliability – Water Loss (gal/connection/day)		●

Comparative Performance Level

- Better than Peer Median
- Near Parity
- Worse than Peer Median

Major Opportunity Initiatives

Capital

- Capital management
- Capital budgeting
- Procurement reengineering

Operations

- Crew productivity
- Crew and asset management
- Water Infrastructure
- Field Communications and Grid Modernization

Corporate Services

- Customer service reengineering
- IT Strategy
- HR reengineering

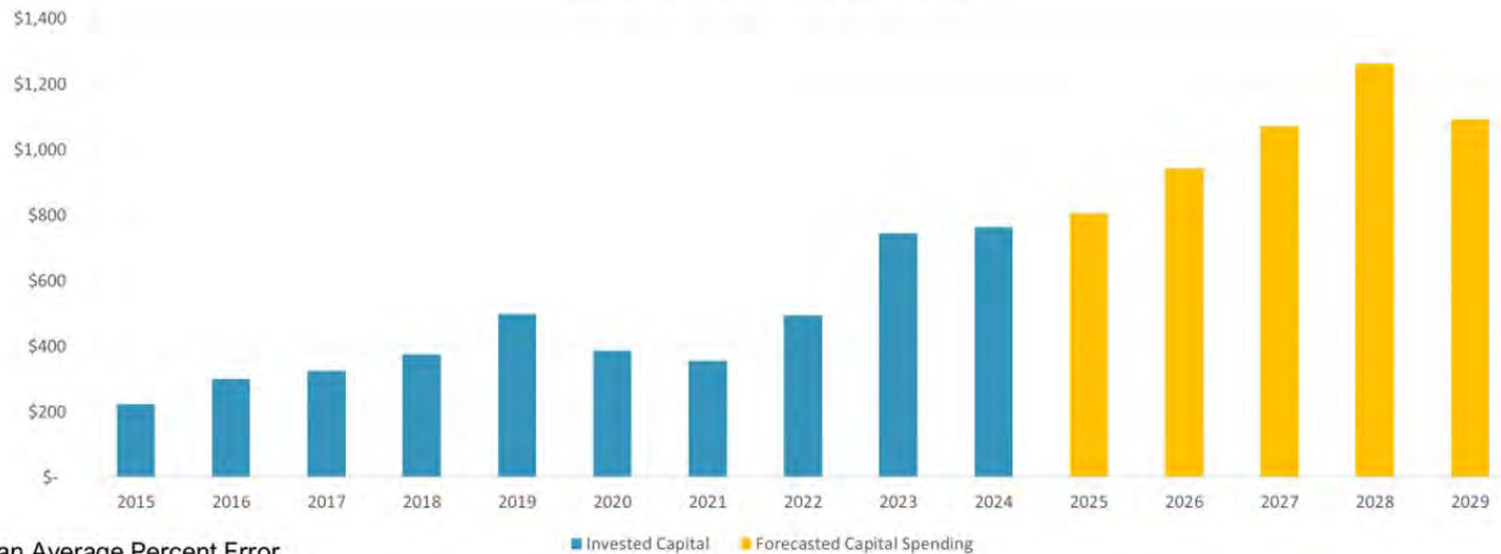
Capital Management



JEA is projecting \$9 Billion in capital spending over the next 10 years

- Two projects account for over \$3 Billion in projected capital spending
 - Beneficial use of wastewater– Senate Bill 64 (\$2B)
 - Combined cycle plant (\$1B)
- Capital project projections beyond the 5-year time frame are generally macro estimates (MAPE* over 39%)
- JEA is projecting \$5.2 Billion in CAPEX over the next 5 years, a 60+ % increase compared to the last 5 years
- Large increases in capital expenditures are also facing many peer utilities

Capital Spending Trend (\$millions)



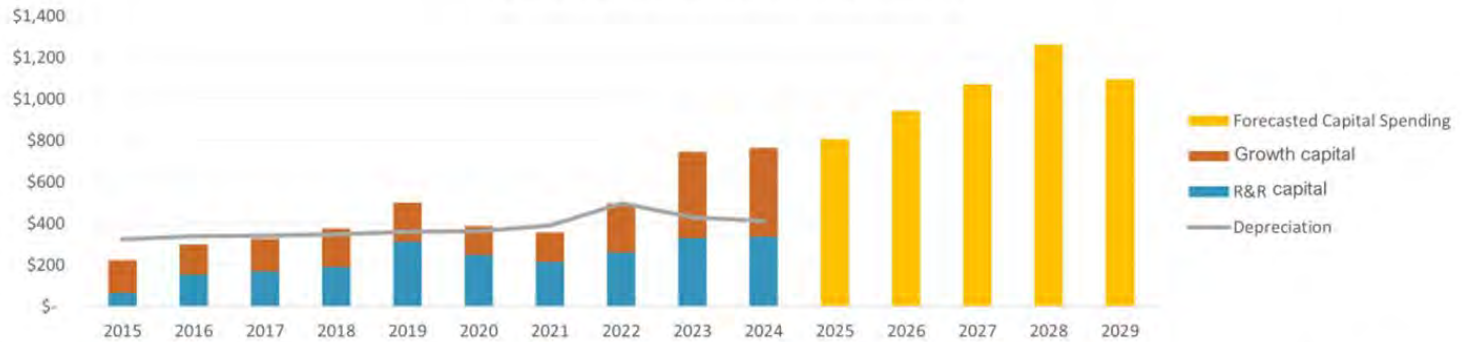
*MAPE – Mean Average Percent Error

Capital Management

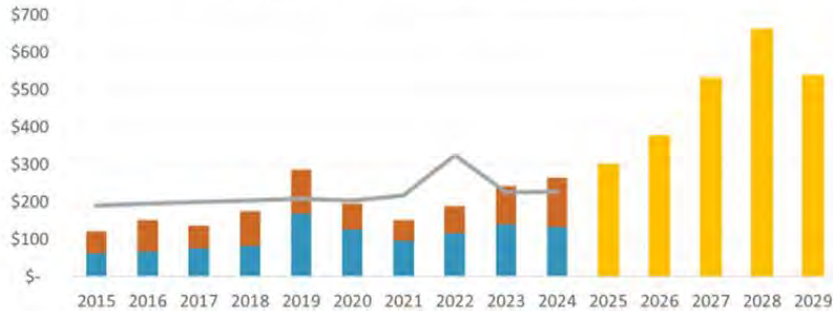


Growth and technology capital spending recently increased, but Renewal & Replacement (R&R) spending has consistently lagged depreciation, shifting deferred R&R into future capital plans

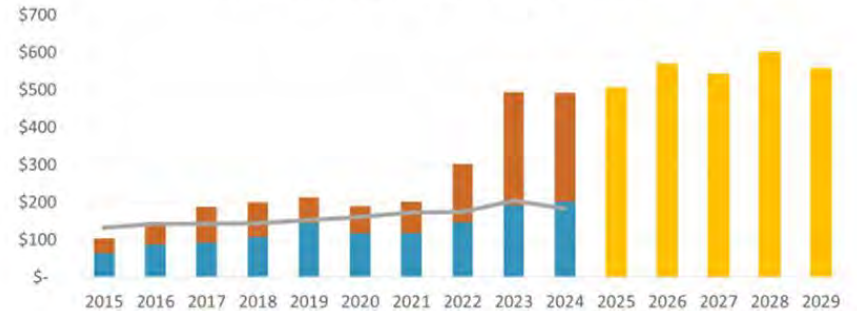
Capital Spending Breakdown (\$millions)



Electric Capital Spending (\$millions)



Water/WW Capital Spending (\$millions)



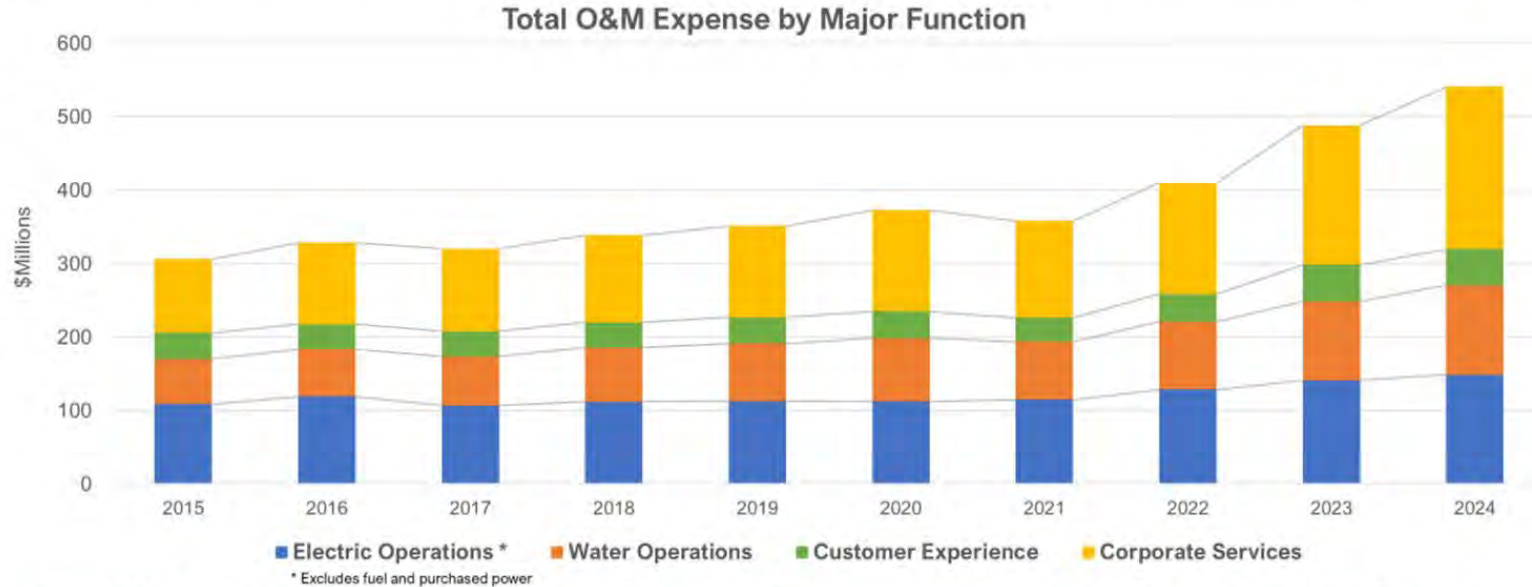
Utilities typically invest 1.2 to 1.5 times their level of depreciation expense in new R&R capital per year, just to account for equipment cost inflation and adequately maintain existing systems; i.e., blue columns should be significantly higher than grey line

Capital Management



Operations and Maintenance (O&M) Expense increased over 40% over the last two years driven primarily by increases in headcount and prior committed salary increases

- Growth in Water O&M heavily driven by regulatory requirements
- Salary increases reflected post pandemic inflation cost pressures
- New leadership contained O&M cost growth through organization restructuring and appointed staff changes



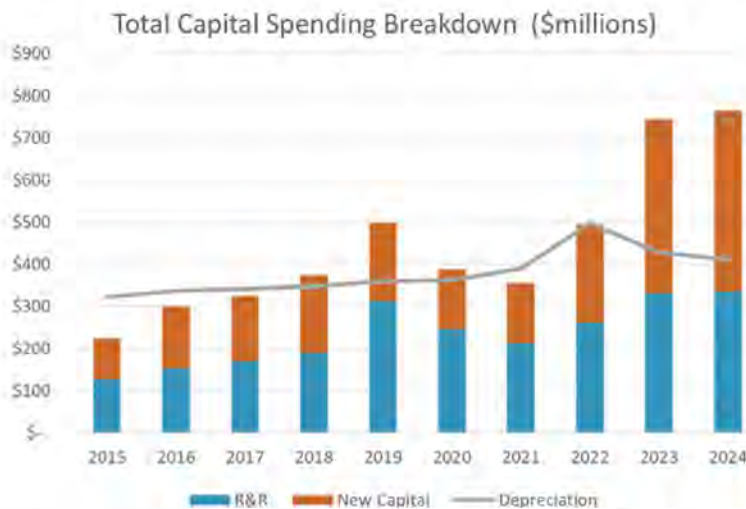
- Lean O&M cost structure will be a key enabler of financial performance and required future capital availability
- Retirement demographics will provide headcount reduction opportunities - 30% of workforce eligible to retire in 3 years
- Restructuring work practices and focusing on work priorities can slow / eliminate net G&A growth



Capital Management

Given current financial markets, JEA should leverage incremental capital investments to reduce O&M costs

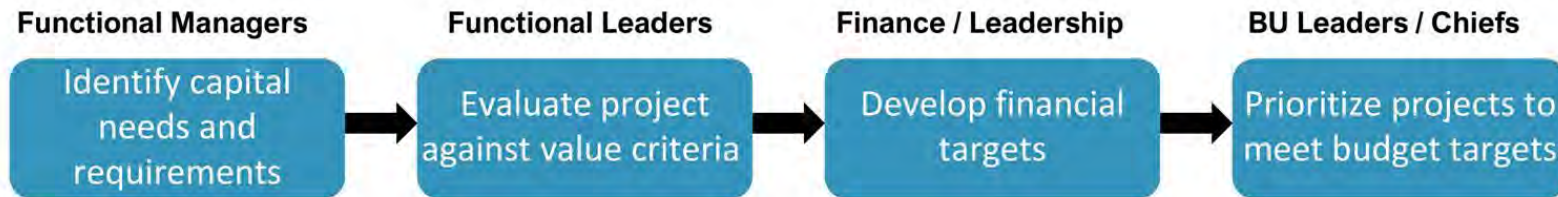
- JEA's historic underinvestment in R&R capital has increased O&M costs, and even reduced some service levels
- Current bond market rate differentials only add 3 to 5 basis points “per notch” of rating (AA- to A+ for example)
- \$1 mm in O&M savings can provide debt service coverage for \$15 million in additional capital spending without rate increases or higher financial risks
- Some of JEA's peer utilities have successfully improved service quality and costs through “virtuous” capital investments that reduce O&M - FP&L has used this financial/operational strategy for many years



Incremental capital investments to reduce O&M costs should be a priority to help fund future capital investment – provided projects are well executed and managed to ensure results

Capital budgeting

Capital budgeting process should align capital planning and prioritization with financial planning models



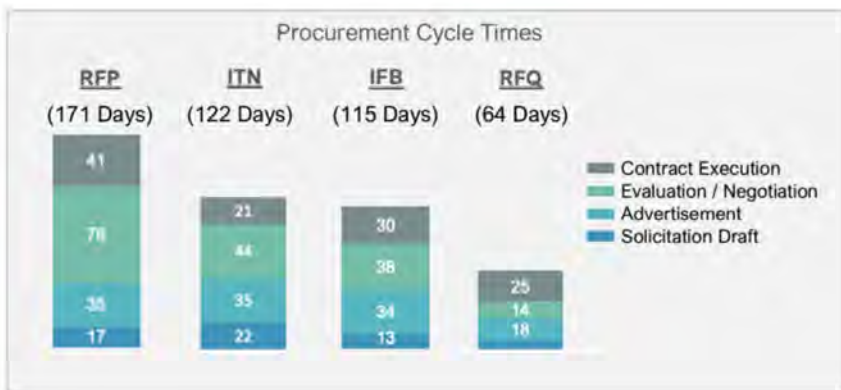
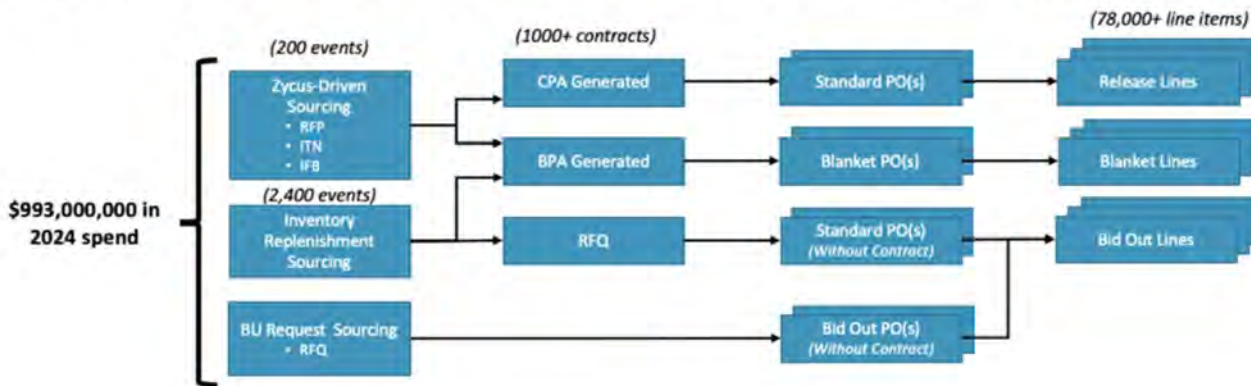
- The 2026 capital planning process began the implementation of Integrated Systems Planning
- A JEA-wide **Strategic Risk and Opportunities Review** should be added to the capital budgeting process
 - Explore risks and implications of project deferrals and delays
 - Evaluate the impacts of future inflation, regulatory changes, and emerging technologies on decisions
 - **Assess incremental projects that could reduce O&M costs** for funding above budget thresholds
- **System level operating performance and risk models** should be developed to drive better planning and decision-making
- More **robust project management** processes and practices should be implemented and project results tracked

Prioritize O&M cost reduction projects to fund capital investments and maintain financial performance



Procurement Reengineering

Procurement scope is diverse and complex with cycle times far longer than required by statute (30 days or less) - a significant opportunity for service and efficiency improvements





Procurement Reengineering

The procurement cycle spans multiple weeks to months, presenting an opportunity to reengineer the process, enhanced efficiency, and better leverage resources

Sourcing Phase	Solicitation Draft	Advertisement and RFP	Evaluation / Negotiation	Contract Execution
Actions required	<ul style="list-style-type: none"> Draft solicitation Update/develop terms and conditions Identify potential suppliers Review solicitation w/ business units Update and approve solicitation Post contract solicitation to Zycus 	<ul style="list-style-type: none"> Onboard any new suppliers to Zycus Hold pre-bid meeting Conduct Q&A meetings w/ suppliers Draft any needed addendums to solicitation 	<ul style="list-style-type: none"> Supplier bids collected and validated Evaluation team reviews bids Presentations made Public evaluation meeting to award bid Negotiate w/ highest awarded bid Announce intent to award 	<ul style="list-style-type: none"> Finalize terms and conditions Awards committee announces approval Forms approved by OGC Contract executed in Zycus by JEA & supplier Kickoff meeting held with supplier

- Reengineer procurement processes to reduce cycle times, provide expertise across JEA, and better leverage resources.
- Leverage **'Direct Buying'** of equipment and materials where possible as the 'default' standard practice.
- Establish **contract/invoice auditing as default practice** to ensure correct billing (past and future invoicing).
- Enhance **Project Management capabilities** across Operations and IT
- Revise the informal procurement thresholds to adjust for past inflation and expected future industry inflation.

Reengineering procurement is critical and highly valuable given the projected growth in purchasing volume

Major Opportunity Initiatives

Capital Management

- Capital budgeting
- Procurement reengineering
- O&M Management

Operations

- Crew productivity
- Crew and asset management
- Water Infrastructure
- Field Communications and Grid Modernization

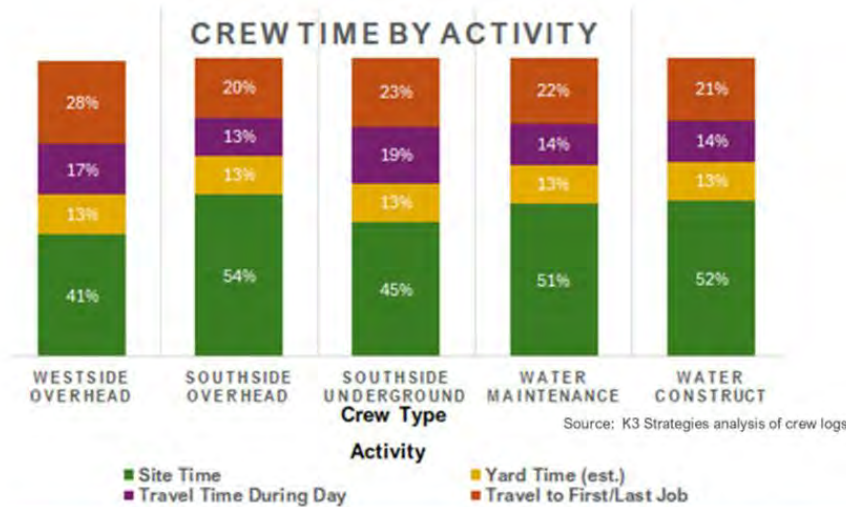
Corporate Services

- Customer service reengineering
- IT Strategy
- HR reengineering

Crew Productivity

Increase field crew productivity by locating electric and water crews closer to the work to reduce travel and yard time and provide better crew provisioning

- Current operations service centers are no longer close to the sites of most JEA field work
- Substantial productive crew time (~ 50%) is lost to travel time and yard congestion delays



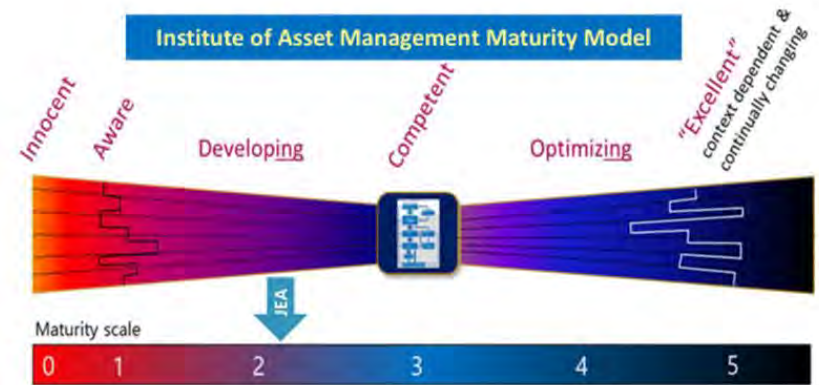
- Reconfigure the number, size, and location of electric and water service centers
- Assign crews to service centers to support crew mobilization to work sites
- Establish medium-term targets for site time percentage - industry peers are hitting 60-65%
- Benefits include:
 - Improved ability to deploy foreign crews during major storm and hurricanes
 - Improve customer service / response times
 - Facilitate moving engineers to service centers to better support field work

Crew Productivity



Undertake a focused, enterprise-wide initiative to improve field crew management and implement asset management software, processes, and competency levels

- Develop an overall strategy for technology platforms (software and hardware) to support electric and water field work
- Document work results in asset management data bases
- Incorporate this strategy into a comprehensive business requirements analysis.
- Use the holistic, comprehensive requirements analysis to guide the acquisition and development of a next generation technology platform
- Develop and resource a focused effort to achieve asset management benefits during the next 2-3 years



Benefits include:

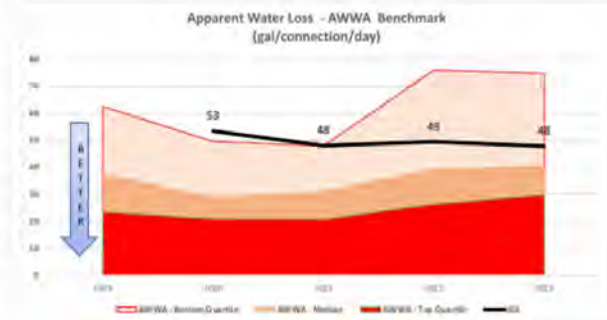
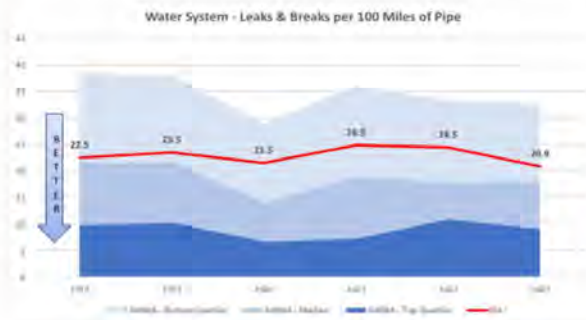
- Accurate and complete field crew work documentation and management
- Improved capital project selection (better quantification of capital project benefits)
- Better tools for project prioritization

Extend asset life through more robust use of predictive / proactive maintenance

Water Infrastructure



Develop a pipeline augmentation program to address water and wastewater renewal and replacement mains, and accelerate reuse water buildout



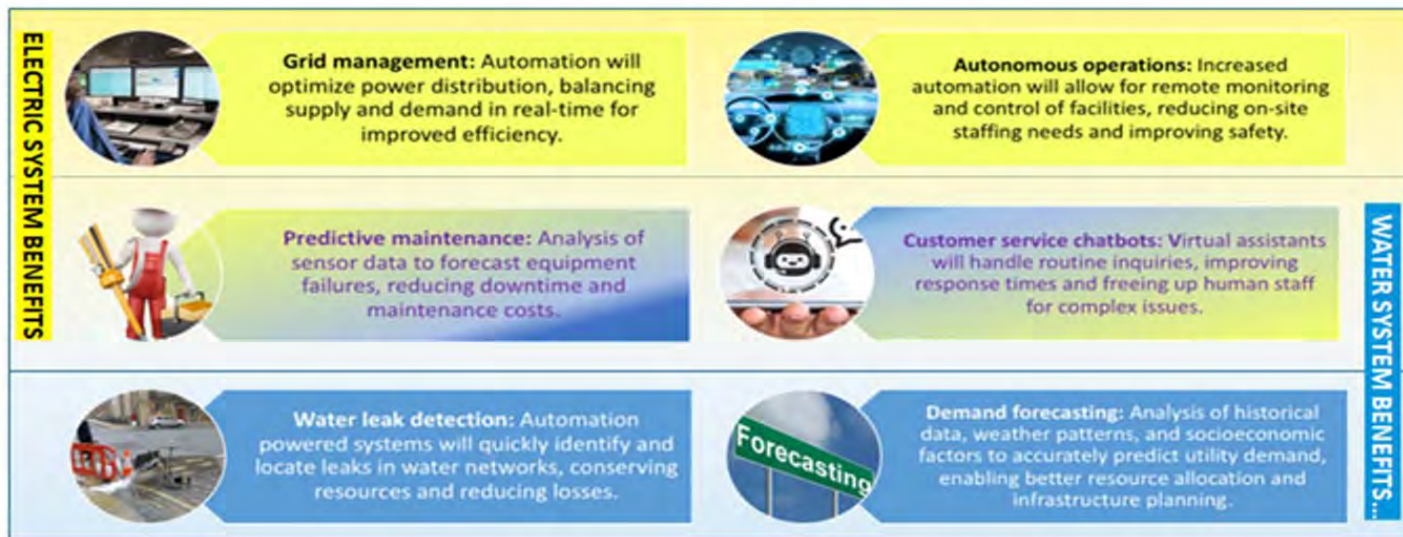
- Develop an annual Water/Wastewater/Reuse system plan (similar in scope to the Electric System Plan) that provides project scopes, cost estimates, and priorities for renewal and replacement projects including within plants
- Requires increased water system engineering resources
- Improved asset management performance (and Grid Modernization development) should guide future spending priorities
- Benefits include:
 - Less unaccounted-for apparent water losses – as much as 6-8 MGD
 - Improved water pressure
 - Decreased use of potable water for reuse - reduced water system demand and improved water pressure when users irrigate
 - Improved wastewater and water treatment plant performance

Increased focus on Renewal and Replacement will reduce O&M cost and increase water delivery capacity

Grid Modernization

Establish an electric and water platform to enable distribution systems device communications and support the development of a comprehensive Grid Modernization program

- Current communications platforms for electric and water distribution systems devices are disjointed and siloed
 - Water meters and electric meters use different providers and ride on different comms systems (cell & radio)
 - Communications with smart devices (edge devices) on the electric system use other comms systems
 - Deploying edge devices and instrumentation in water have been constrained by the cost / availability of communications systems
- JEA's progress in implementing Grid Modernization has lagged well behind its peers – these capabilities are critical to planning and operating both the electric and water systems and enabling future performance improvement



Opportunity to substitute investment capital (for new systems and smart devices) for ongoing O&M costs

Major Opportunity Initiatives

Capital Management

- Capital budgeting
- Procurement reengineering
- O&M Management

Operations

- Crew productivity
- Crew and asset management
- Water Infrastructure
- Field Communications and Grid Modernization

Corporate Services

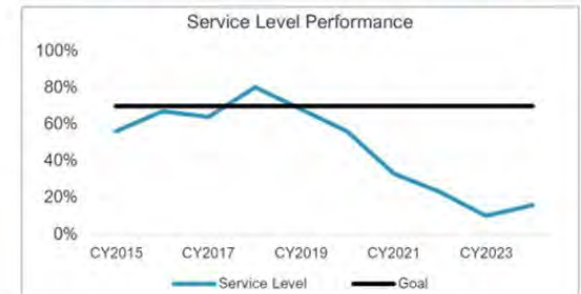
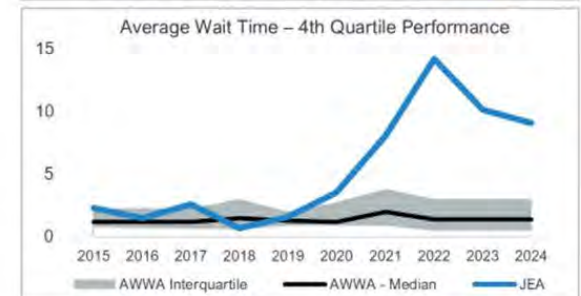
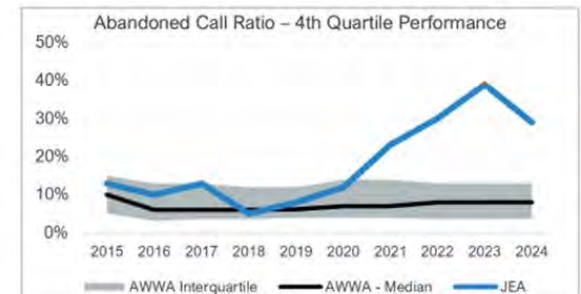
- Customer service reengineering
- IT Strategy
- HR reengineering



Customer Service Reengineering

Reengineer Customer Experience processes, practices and policies to reduce O&M costs and significantly improve customer satisfaction

- Benchmarking analysis showed poor Abandoned Call Ratio, with long wait times and poor service levels
- Call analysis identified high customer effort required and low first contact (FCR) resolution:
 - Reviewed 253 recorded calls of all transaction types from last 12 months
 - Very low first call resolution and high repeat calls, particularly on collections-related inquiries
 - Lack of FCR is generating many follow up calls from customers, creating additional workload
- Residential Call Center staffing has declined by almost 50% since 2015, with Service Level Performance declining even more
- With current Residential Call Center processes, policies and training, additional FTEs are currently needed to meet established service levels and reduce turnover
- Investing in reengineering Residential Call Center processes, policies and training would allow reduced FTE's and lower O&M costs
 - Process streamlining
 - Self-service technologies
 - Employee training and contact quality evaluations
- Further reductions would also be possible with targeted application of newer technologies
- Improved customer satisfaction and enhanced image could occur quickly
- Call center staffing levels should then be reduced as the new processes increase productivity
- Pursue near-term options (in-sourcing, new vendor) for reducing meter reading costs, while accelerating investment in Automated Metering Infrastructure to reduce ongoing O&M



IT Strategy



Leverage third party IT “Managed Services”* and reduce reliance on internal development and support where sensible, to improve business support and IT performance, particularly in application development

- Standardize technology intake process:
 - Develop clearer, business driven requirements documents
 - More robust business case evaluations and follow-up
 - SLT governance and prioritization for projects exceeding set threshold (> \$500K)
- Leverage managed services to stabilize Technology Services’ CIP compliance and address capability gaps.
- Re-design current TS recruiting process to shorten cycle time and reduce complexity; develop/buy IT tools appropriately
- Optimize mix of firms providing contract personnel, to leverage specialized expertise across labor pools of interest
- Empower corporate users to choose external services providers within updated policies and guidelines

* IT Managed Services are outsourced IT support and management, under direction from JEA



HR Reengineering

Reengineering talent acquisition processes (hires, full-time contractors) would help maintain a capable workforce and improve operational performance

- Difficulties in maintaining a capable workforce are hampering performance
- Recruiting takes too long. Often by the time the offer is made, the recruit has already taken another job.
- Contracting for supplemental workers often serves as a work-around to the long recruitment period
- Average time to hire (vacancy to start date) has increased to 126 days – including steps before HR processes. Cycle time varies by position type.
- HR leadership has already identified process changes to shrink cycle time by three weeks
- Analytics groups are developing tools for setting recruiting cycle time targets by position type and tracking progress



Opportunity

- Re-design current recruiting process in all stages (hiring departments and HR) to shorten cycle time and reduce complexity; develop/buy IT tools appropriately
- Optimize mix of firms providing contract personnel, to leverage specialized expertise across labor pools of interest

Multiple "Quick Start" opportunities emerged from our collaboration with the JEA team in identifying Business Excellence opportunities

These include, but are not limited to:

- Procurement process re-engineering
- *Direct procurement purchases of major equipment items*
- *Contract compliance audits*
- *Hiring process re-engineering*
- Customer call center process and policy re-engineering
- *Satellite service center implementation*
- AMI O&M cost reduction



Implementation progress is already underway (in *italics*) or being planned

Draft – subject to revision



Conclusion and Path Forward

In an increasingly challenging environment, the JEA team has the talent and ambition to execute on major improvement opportunities and drive value for customers and employees

- **Effectively deploy capital** - planning, prioritization, and execution
 - Procurement
 - Capital budgeting
 - Operations
- **Leverage incremental capital to reduce O&M** – Business units and Corporate Services
 - Field crew productivity (FMS, satellite centers, EAM)
 - Water pipe replacement
- **Pursue a lean G&A organization** – work practices, process design, and resource capabilities
 - Customer Experience
 - HR
- **Leverage outside resources** where cost effective – managed services, specialized capabilities
 - Technical Services
 - Operations applications
- **Focus and align** on strategy, vision, and objectives, and **engage** entire workforce in implementation



Leadership is focused and executives and staff are committed to winning



CEO Comments and Q & A

Old and Other New Business / Open Discussion

General Joseph DiSalvo, Chair

Robbie Addy, Utilities Pipefitter Crewleader



Chair's Report

General Joseph DiSalvo, Chair





JEA BOARD OF DIRECTORS MEETING MINUTES
March 25, 2025

The JEA Board met in regular session at 9:08 am on Tuesday, March 25, 2025, on the 1st Floor, 225 North Pearl Street, Jacksonville, Florida. The meeting was properly noticed, and the public was invited to attend this meeting in-person at the physical location and virtually.

WELCOME

Meeting Called to Order – Acting Board Chair Rick Morales called the meeting to order at 9:08 am. Board members in attendance were Secretary Kawanza Humphrey, MG Orender, and Arthur Adams. John Baker attended the meeting virtually. Board Chair General Joseph DiSalvo was absent.

Others in attendance were Michael Boylan, City Council Liaison, City of Jacksonville; Vickie Cavey, Managing Director/CEO; Ted Phillips, Chief Financial Officer; Jody Brooks, Chief Administrative Officer; Joe Orfano, Deputy Chief Financial Officer (virtually); Ricky Erixton, Chief Electric Systems Officer; Rob Zammataro, Chief Water Systems Officer; Kurt Wilson, Chief of Staff; Brad Krol, Chief Information Officer; Dr. Charles Moreland, Chief Customer Experience Officer; Diane Moser, Chief Human Resources Officer; Regina Ross, Chief Legal Officer, Office of General Counsel; Sheree Brown, Manager, Board Services; and Melissa Dalton, Director, Board and Administrative Services.

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

Adoption of the Agenda – *Due to scheduling challenges, agenda items were reordered; however, the minutes reflect the original order of the agenda.* On **motion** by Mr. Orender and seconded by Ms. Humphrey, the amended agenda was approved.

Safety Briefing / Values Moment – Mariah Spassof, Leadership Development Solutions Specialist, provided the safety briefing and a values moment on respect.

COMMENTS / PRESENTATIONS

Comments from the Public

John Nooney spoke to the Board regarding the St. Johns River Accord and City Council's upcoming session

Felicia Strigler – Not present

Electric, Water, and Sewer Rates – Ted Phillips, Chief Financial Officer, noted the public rate hearing was held during the February 25, 2025 Board meeting and offered to answer any questions.

On **motion** by Mr. Orender and seconded by Ms. Humphrey, the Board unanimously voted to approve the rate adjustment as presented during the February 25, 2025 Rate Hearing and adopted Resolution 2025-08.

Council Liaison's Comments – Council Liaison Michael Boylan referenced City of Jacksonville bill 2025-0194E regarding the Fulton Cut Crossing project which would be coming before City Council later this evening.

Managing Director / CEO Comments – Vickie Cavey, Managing Director/CEO, provided a review on her participation at the American Public Power CEO & Utility Managers Roundtable held on March 17-18, Rating Agency presentations, Women's History Month Celebration, and the Fulton Cut Transmission community engagement. Ms. Cavey acknowledged JEA's receipt of the Million Work Hours award from the National Safety Council. Ms. Cavey presented a

plaque of appreciation from Pinellas County Utilities to JEA's Water/Wastewater team and called upon Jackie Scheel, Director Water/Wastewater (W/WW) Delivery and Collection. Ms. Scheel recognized Kyle Schoettler, Manager W/WW System Operations & Customer Response, Chris Sanders, W/WW Planner for W/WW Delivery & Collection, Roy White, W/WW Reuse Treatment Maintenance Coordinator, and David Vining, W/WW Maintenance Team Leader for WW Treatment

Ms. Cavey completed her report highlighting JEA's accomplishments at the 2025 Florida Municipal Electric Association Lineman Competition held February 28 – March 1, 2025 in Ocala, FL. Walt Hiscox, Director, Electric Distribution Construction Maintenance acknowledged all participants and winners. Ms. Cavey congratulated Mr. Hiscox and Jerry Creel, Electric Distribution Construction Maintenance on their recent promotions. Acting Board Chair Morales extended congratulations.

Mr. Adams exited the meeting at 9:32 am.

JEA Performance Update

Corporate Scorecard – Ted Phillips, Chief Financial Officer, provided updates through February 28, 2025, to include residential customer bills, total spend, O&M, capital expense, and operational metrics to include: safety, clean energy composition, water and sewer reliability, sanitary sewer overflow, and technology availability. This presentation was received for information.

Financial Update – Ted Phillips, Chief Financial Officer, provided an update on the electric and water system revenue and expenditures, electric cost per MWh, electric and water system O&M actuals, capital budget, cash and investments, and financial metrics. This presentation was received for information.

Public Comments – *At the request of staff, Acting Board Chair Morales reopened the Public Comment period.*

Cora Stringer spoke to the Board on JEA's mission statement and CEO salary.

ITEMS FOR BOARD CONSIDERATION AND COMMITTEE REPORTS

Consent Agenda

The Consent Agenda consists of agenda items that require Board approval but are routine in nature or have been discussed in previous meetings of the Board.

On *motion* by Secretary Humphrey and seconded by Mr. Orender, all Consent Agenda items were approved.

Executive Committee Minutes – February 18, 2025
 Compensation Committee Minutes – February 18, 2025
 Board Meeting Minutes – February 25, 2025
 Proclaim April as Water Conservation Month
 Annual Disclosure Reports

DELIVERING BUSINESS EXCELLENCE

Residential Energy Efficiency & Conservation Programs – Dr. Charles Moreland, Chief Customer Experience Officer, acknowledged JEA Senior Day with recognition of stakeholders and the Customer Experience team. Mr. Moreland announced JEA's upcoming Veteran's Day which will include supporting military resources. Dr. Moreland provided a review of efficiency and conservation offerings,

Neighborhood Energy Efficiency Program highlights, residential water conservation kits, focus solutions for income-constrained customers, and utility bill assistance resources. Dr. Moreland concluded his presentation with providing a resource to customers regarding the rate adjustment and how to limit its impact to our customers. This presentation was received for information.

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business / Open Discussion – None

Chair’s Report – Acting Chair Morales noted the K3 Business Excellence review will be rescheduled to a future date upon the confirmation of JEA’s new Board member, Mr. Worth McArthur.

Announcements – None

NEXT BOARD OF DIRECTORS MEETING: Tuesday, May 27, 2025

Adjournment – With no further business coming before the Board, Acting Board Chair Morales declared the meeting adjourned at 10:05 am.

APPROVED BY:

JEA Board Secretary

Date: _____

Board Meeting Recorded by:

Sheree Brown
Board Services Manager

JEA Board Agenda

MEMORANDUM



Industrial Pretreatment Regulation

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Board of Directors approve pursuit of an ordinance revision through Jacksonville City Council on Industrial Pretreatment Regulation.

Consent Agenda Item: Yes No

Presenter: Zack Waldroup, Mgr, Pollution Prevention Programs,
Christine Valliere, Office of General Counsel

Chief: Jody Brooks, Chief Administrative Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis: The Florida Department of Environmental Protection (FDEP) has recently adopted Chapter 62-565 of the Florida Administrative Code (FAC), effective February 26, 2025. This new regulation expands the scope of industrial pretreatment requirements to include advanced treatment water facilities, such as JEA's H2O Purification Center, in addition to traditional water reclamation facilities (WRFs).

To ensure compliance with the updated FAC 62-565 and to enhance the protection of JEA's advanced treatment and water reclamation facilities, we propose seeking an ordinance revision to JEA's industrial pretreatment regulations.

This revision aims to:

Align with New Potable Reuse Regulations:

- Incorporate the expanded authority granted by FAC 62-565, enabling JEA's Industrial Pretreatment Group to oversee and protect advanced treated water facilities like the H2O Purification Center.

Implement Updated Local Discharge Limits:

- Following a comprehensive technically based local limits evaluation conducted in the Blacks Ford sewershed, JEA has identified specific pollutant discharge limits that commercial customers must adhere to without adversely impacting the WRF. These limits have received FDEP approval in early 2025. Integrating these limits into our regulations will assist JEA in the protection of the Blacks Ford WRF from interference or passthrough.

JEA Board Agenda

MEMORANDUM



Industrial Pretreatment Regulation Continued

Financial
Impact:

N/A

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix:

Resolution 2025-15
Redline Version - Industrial Pretreatment Regulation
Clean Version - Industrial Pretreatment Regulation



BOARD RESOLUTION No.: 2025-15

May 27, 2025

A RESOLUTION BY THE BOARD APPROVING AMENDMENTS TO THE JEA INDUSTRIAL PRETREATMENT REGULATIONS TO UPDATE DEFINITIONS, PROVIDE FOR POTABLE REUSE AND INCORPORATE NEW LOCAL LIMITS RECENTLY APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; THE BOARD FURTHER AUTHORIZES THE JEA CEO/MANAGING DIRECTOR TO FILE LEGISLATION WITH THE CITY COUNCIL FOR ENACTMENT OF THE UPDATED INDUSTRIAL PRETREATMENT REGULATIONS AS AN ORDINANCE; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, JEA, a body politic and corporate created under chapter 78-538, Laws of Florida, as amended, and Article 21 of the Charter of the City of Jacksonville (Charter), is vested with plenary authority to own, manage, and operate electric, waste, wastewater, natural gas, and other utility systems situated within and without the City in accordance with Article 21 of the Charter; and

WHEREAS, the National Pretreatment Program of the federal Clean Water Act, is a cooperative effort of federal, state and local agencies charged with the purpose of monitoring and regulating the introduction of pollutants from non-domestic sources into the treatment systems and to improve opportunities to reclaim municipal and industrial wastewaters and sludges; and

WHEREAS, JEA, as the City of Jacksonville's Publicly Owned Treatment Works (POTW), is responsible for the administration of the National Pretreatment Program in areas serviced by JEA-owned water reclamation facilities; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) requires local utilities to operate industrial pretreatment programs in accordance with rules set forth in Chapter 62-625, Florida Administrative Code (F.A.C.); and

WHEREAS, FDEP recently enacted Chapter 62-565, F.A.C., effective February 26, 2025, governing the permitting and operation of local potable reuse programs for reclaimed water including advanced treatment water facilities such as JEA's H2.0 Purification Center; and

WHEREAS, FDEP rules require updates to JEA's industrial pretreatment regulations to incorporate the new potable reuse provisions; and

WHEREAS, to ensure compliance with the new potable reuse provisions and to enhance the protection of JEA's advanced treatment and water reclamation facilities, the proposed ordinance revisions will:

- a. **Align with New Potable Reuse Regulations:** Incorporate the expanded authority granted by FAC 62-565, enabling JEA's Industrial Pretreatment Group to oversee and protect advanced treated water facilities like the H2.0 Purification Center.
- b. **Implement Updated Local Discharge Limits:** Following a comprehensive technically based local limits evaluation conducted in the Blacks Ford sewershed, JEA has identified specific pollutant discharge limits that commercial customers can adhere to without adversely impacting the WRF. These limits have received FDEP approval in early 2025. Integrating these limits into our regulations will bolster the protection of the Blacks Ford WRF.

WHEREAS, the proposed industrial pretreatment and potable reuse regulations, as set forth in Attachment 1, have been submitted to FDEP for their initial review pursuant to F.A.C. requirements; and

WHEREAS, based upon its review, the Board finds that updating JEA's legal authority for the industrial pretreatment and potable reuse programs and enactment of such regulations as an ordinance is necessary for the effective implementation of JEA's local program.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.
2. The Board hereby approves the proposed industrial pretreatment and potable reuse regulations and authorizes the Chief Executive Officer/Managing Director, or designee, to file legislation with the City Council to adopt the regulations in Attachment 1 as an ordinance, subject to any changes required by FDEP to comply with federal or state laws.
3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be administratively corrected with no further action required by the Board.
4. This Resolution shall be effective upon approval by the Board.

Dated this 27th day of May 2025

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



Industrial Pretreatment Regulations

**JEA
INDUSTRIAL PRETREATMENT REGULATION
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JEA INDUSTRIAL PRETREATMENT REGULATION

SECTION 1. GENERAL PROVISIONS

SECTION 1.1. Purpose and Policy

Pursuant to Article 21 of the Charter of the Consolidated City of Jacksonville, 180.06 (4) Florida Statutes, Laws of Florida, as amended, chapter 92-341, and City of Jacksonville Ordinance 94-229-E, JEA establishes this Industrial Pretreatment Regulation, which sets forth uniform requirements for users of JEA's Water Reclamation Facilities (JEAWRF) and potable reuse systems. This Regulation enables JEA to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code 1251 et seq.), the General Pretreatment Regulations (40 Code of Federal Regulations Part 403), and the Florida Administrative Code (Rule 62-625 FAC). The objectives of this regulation are:

- A. To prevent the introduction of pollutants into JEAWRF or potable reuse systems that will interfere with its operation;
- B. To prevent the introduction of pollutants into JEAWRF or potable reuse systems that will pass through JEAWRF or potable reuse systems, inadequately treated, into receiving waters or potable reuse systems; or otherwise be incompatible with JEAWRF or potable reuse systems;
- C. To protect both JEA personnel who may be affected by wastewater and biosolids in the course of their employment and the general public;
- D. To promote reuse of reclaimed water and biosolids from JEAWRF;
- E. To promote potable reuse and protect JEA WRFs and Advanced Water Treatment facilities.
- F. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of JEAWRF; and
- G. To enable JEA to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which JEAWRF are subject.

This regulation shall apply to all users of JEAWRF. The regulation authorizes the issuance of discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

SECTION 1.2. Administration

Except as otherwise provided herein, JEA shall administer, implement, and enforce the provisions of this regulation. Any powers granted to or duties imposed upon JEA may be delegated to JEA personnel.

SECTION 1.3. Abbreviations

The following abbreviations, when used in this regulation, shall have the designated meanings:

- ATW – Advanced Treated Water
- ATWF – Advanced Treated Water Facility
- BOD - Biochemical Oxygen Demand
- BMP – Best Management Practice
- CAO – Chief Administrative Officer

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act of 1980 FR
– *Code of Federal Regulations*

COD - Chemical Oxygen Demand

CMP - Code of Management Practice

DPR – Direct Potable Reuse

EPA - U.S. Environmental Protection Agency

FAC - Florida Administrative Code

FDEP - Florida Department of Environmental Protection

GPD - Gallons Per Day

IDLH - Immediately Dangerous to Life and Health

IPR – Indirect Potable Reuse

IU – Industrial User

JEAWRF - JEA's Water Reclamation Facilities

LEL - Lower Explosive Limit

mg/l - Milligrams per Liter

NPDES - National Pollutant Discharge Elimination System

RCRA - Resource Conservation and Recovery Act

SIC - Standard Industrial Classification

TSS - Total Suspended Solids

TLV-TWA - Threshold Limit Value-Time Weighted Average

TLV-STEL - Threshold Limit Value-Short Term Exposure Level

USC - United States Code

µg/l - Micrograms per Liter

SECTION 1.4. Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this regulation, shall have the meanings hereinafter designated.

- A. *Act or "The Act"* means The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.
- B. *Advanced Treated Water* means water produced from an advanced treatment water facility for potable reuse applications. Advanced treated water can be from more than one advanced treatment water facilities.
- C. *Advanced Treated Water Facility* means the facility where advanced treated water is produced. The specific combination of treatment technologies employed will depend on the quality of the reclaimed water and the type of potable reuse.
- D. *Approval Authority* means the Florida Department of Environmental Protection.
- E. *Authorized Representative of the User.*
 - (1) If the user is a corporation:
 - (a) The president, vice president, secretary, or treasurer, of the corporation in charge of a principal business function, or any other person who performs

similar policy-or decision-making functions for the corporation; or

- (b) The manager of one or more manufacturing, production, or operation facilities provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations: can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - (3) If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - (a) The individuals described in paragraphs 1 through 3 above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to JEA.
- F. *BOD* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20°C expressed as milligrams per liter.
- G. *BMP* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B. *BMP*'s include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
- H. *Building Sewer* means a sewer extension either from the building drain or an industrial process to JEA WRF or to the place of disposal.
- I. *Bypass* means the intentional diversion of waste streams from any portion of a user's sewer system, treatment facility or pretreatment facility or other control facility.
- J. *Categorical Pretreatment Standard or Categorical Standard* means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- K. *Categorical Industrial User* is an Industrial User subject to a categorical pretreatment standard.
- L. *CERCLA* means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and all amendments thereto.
- M. *Chemical Oxygen Demand (COD)* means the quantity of oxygen utilized in the oxidation of organic and oxidizable inorganic material present in water or wastewater established using approved methods.
- N. *Conventional Pollutant* means biochemical oxygen demand, chemical oxygen demand, suspended solids, pH, fecal coliform, and oil and grease.
- O. *Composite Sample* means a sample made up by combining individual grab samples collected within the user's daily operations. For all pollutants subject to composite sampling requirements, flow proportional composite samples shall be obtained when feasible. If the user demonstrates that flow proportional composite samples are not feasible, then JEA may allow the collection of

- time proportional composite samples. In no case may a composite sample be made from fewer than four grab samples. In all cases, the individual grab sample must be adequately spaced so as to ensure a sample that is representative of the user's daily operations.
- P. *Contributory Users* are industrial users discharging a pollutant above domestic concentrations. Contributory users are allocated the pollutant using the IU Contributory Flow method detailed in EPA's 2004 *Local Limits Development Guidance* manual, page 6-11.
- Q. *Cooling Water* means water discharged from any condensation, air conditioning, cooling, refrigeration, industrial cooling process, or other cooling system, which uses or generates water during operation.
- R. *Daily Maximum* is the arithmetic average of all effluent samples for a pollutant collected during a calendar day.
- S. *Daily Maximum Limit* is the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- T. *Direct Discharge* means the discharge of treated reclaimed water or untreated wastewater directly to the waters of the state.
- U. *Direct Potable Reuse* means the delivery of advanced treated water from an advanced treatment water facility to a drinking water treatment facility or directly into a potable water supply distribution system without an environmental buffer.
- V. *Emergency* means conditions causing danger, threat to JEA WRF or severe inconvenience to health and safety, including contamination, severe water shortages, major breakdowns or threats of war or weather disaster.
- W. *EPA* means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.
- X. *Existing Source* is any source of discharge that is not a "New Source."
- Y. *Food Service Establishment* means any commercial user that prepares and or serves food or beverages for sale or consumption.
- Z. *Garbage* means any refuse accumulation of solid animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in or storing of food and from the handling, storage and sale of produce.
- AA. *Grab Sample* means a sample, which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.
- BB. *Groundwater* means any water pertaining to, formed, or occurring underneath the surface of the earth.
- CC. *Hauled Waste* means any waters or liquids which have been removed and transported from any pit, sump, holding tank, privies, cesspools, septic tank, sewage treatment plant or industrial facility for discharge to JEA WRF at designated points.
- DD. *Indirect Discharge* means the introduction of pollutants into the JEA WRF from any nondomestic source.
- EE. *Indirect Potable Reuse* means the planned delivery or discharge of reclaimed water or advanced treated water to ground or surface waters for the development of, or to supplement, potable water supply in accordance with projects identified in paragraph 62-565.100(1)(c) and (d), F.A.C.
- FF. *Industrial Pretreatment Manager* means the person designated by JEA and who is responsible for administering this regulation and other duties and responsibilities associated with the Industrial Pretreatment Program.

- GG. *Industrial User or User* means any person who discharges into JEAWRF from a source other than residential.
- HH. *Industrial Waste* means the water-borne wastes, including contaminated cooling water, from industrial processes, as distinct from sanitary wastewater.
- II. *Instantaneous limit* means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- JJ. *Interference* means a discharge, which alone or in conjunction with a discharge or discharges from other sources, both:
- (1) Inhibits or disrupts JEAWRF or potable reuse system, its treatment processes or operations or its sludge processes, use or disposal; and
 - (2) Is a cause of a violation of any requirement of the JEAWRF or potable reuse system's permits (including an increase in the magnitude or duration of a violation) or prevents use or disposal of biosolids in compliance with local regulations or rules of the Department and Chapter 403, F.S.
 - (3) Interference as it pertains to potable reuse will also mean a discharge from a non-domestic wastewater source which alone or in conjunction with a discharge or discharges from other sources that inhibits or disrupts the treatment processes or operations that has a significant potential to have serious adverse effects on public health or to cause an exceedance either of a treatment requirement or of a Maximum Contaminant Level for finished drinking water.
- KK. *JEA*, formerly known as the Jacksonville Electric Authority, is the public water, sewer and electric utility providing service to the City of Jacksonville, and parts of Clay, Nassau, and St. Johns Counties.
- LL. *JEAWRF* means the entire system of sanitary sewers, pump stations/lift stations, and water reclamation facilities, including potable reuse facilities and infrastructure, operated by JEA.
- MM. *Local Limits* are specific discharge limits developed and enforced by JEA upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).
- NN. *Long term average* means an average volume or rate of discharge or average mass of pollutants discharged or average rate of production based on actual levels of production or operation over an extended period sufficient to capture the normal range of variations in production or operation. A long-term average should be based on a minimum of one recent year's historical data if available, or upon well documented projections if such data are not available.
- OO. *Maximum Allowable Discharge Limit* means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any grab or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.
- PP. *Measurement* means the ability of the analytical method or protocol to quantify, as well as identify, the presence of the substance in question.
- QQ. *Medical Waste* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis waste.
- RR. *NPDES permit or FDEP permit* means a permit issued to a publicly-owned treatment works pursuant to section 402 of the Act or pursuant to Florida Law.
- SS. *New Source* means
- a. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed

pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- b. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- c. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- (a) Begun, or caused to begin, as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

TT. *Nonconventional Pollutant* means a pollutant that is not included in the list of conventional pollutants in 40 CFR Part 401.16

UU. *Non-contact Cooling Water* means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

VV. *Non-Significant Industrial User* means any non-residential user which provides a service or one connected with commerce which is not classified as a Significant Industrial User.

WW. *Normal Strength Wastewater or Sewage* means wastewater which prior to any treatment, contains no more than the following in the pollutant categories indicated:

- a. COD.....650 mg/l
- b. TSS.....300 mg/l

XX. *Outfall* means any point of discharge into a water course, or other body of surface or groundwater.

YY. *Pass-through* means a discharge which exits JEA WRF into waters of the United States or into waters used as a drinking water source in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes or contributes to a violation of any requirement of JEA's WRF's or potable reuse permits, including an increase in the

- magnitude or duration of a violation.
- ZZ. *Person* means any individual, partnership, co-partnership, firm, company, corporation, association, Joint Stock Company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.
- AAA. *Photographic Processing Facility* means a facility, which processes images from silver-sensitized films and papers. This includes, but is not limited to, commercial photographic and film processing facilities, in-house photographic processing facilities, micro labs, printers, X-ray and other medical/dental/industrial/institutional diagnostic facilities which use silver-based imaging paper, the processing of which produces a silver-rich solution.
- BBB. *pH* means a measure of the acidity or alkalinity of a solution, expressed in standard units.
- CCC. *Point Source* means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding Operation, vessel, or other floating craft from which pollutants are or may be discharged.
- DDD. *Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
- EEE. *Pollution* means the man-made or -induced alteration of the chemical, physical, biological and radiological integrity of water.
- FFF. *Potable reuse system* means the permitted facilities interconnected for the purpose of producing finished drinking water from domestic wastewater.
- GGG. *Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into JEA WRF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
- HHH. *Pretreatment Requirement* means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.
- III. *Pretreatment Standards or Standard* means prohibited discharge standards, categorical pretreatment standards, and local limits.
- JJJ. *Problem discharge* means any upset, slug discharge, bypass, spill or accident which does or may result in a discharge into JEA WRF or into a watercourse of a prohibited substance or a regulated substance in excess of limitations listed in this regulation or a regulated substance in excess of limitations established in any permit issued to the user by JEA or any NPDES permit issued to the user, and which may: (a) cause interference or pass-through; (b) contribute to a violation of any requirement of JEA's NPDES permit; or (c) cause violation of any State or Federal Water Quality Standard.
- KKK. *Production Based Discharge Limitation* means a pollutant limitation, which is expressed in terms of allowable mass discharge of pollutant per unit of production. To determine compliance with such limitation, the actual discharge rate and the actual production rate at the time of sampling must be known.
- LLL. *Prohibited Discharge Standards or Prohibited Discharges* means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this regulation.
- MMM. *Properly Shredded Garbage* means the waste from the preparation, cooking and dispensing of

food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in dimension.

NNN. *RCRA* means the Federal Resource Conservation and Recovery Act of 1976 and all amendments thereto.

OOO. *Reclaimed Water* means water that has received at least secondary treatment and is reused after flowing out of a water reclamation plant.

PPP. *Residential* means property used for human residency and shall include subdivisions, single family dwellings, two family dwellings, and multifamily dwellings.

QQQ. *Sanitary Sewer* means a sewer, which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

RRR. *Sanitary Wastewater* is any superfluous solid, liquid, or gaseous material principally from the use of sanitary Conveniences of residences, businesses, industries, or institutions.

SSS. *Septic Tank Waste* means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

TTT. *Severe Property Damage* means in connection with a bypass, substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

UUU. *Sewage* means human excrement and gray water (household showers, etc.).

VVV. *Shall* is mandatory. *May* is permissive.

WWW. *Significant Industrial User* means:

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of twenty-five thousand (25,000) GPD or more of process wastewater to JEA WRF (excluding domestic wastewater, non-contact cooling, and boiler blow-down wastewater);

(b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of JEA wastewater treatment WRF; or

(c) Is designated as such by JEA on the basis the user has a reasonable potential for adversely affecting JEA WRF's operation, any portion of the potable reuse system, or for violating any pretreatment standard or requirement in accordance with paragraph 62-625.500(2)(e), F.A.C.

(3) JEA may determine that an industrial user subject to categorical pretreatment standards under Rule 62-625.410, F.A.C., including 40 CFR Chapter I, Subchapter N, Parts 405 through 471, is a non-significant categorical industrial user.

(4) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting JEA WRF's operation or for violating any pretreatment standard or requirement, JEA may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in Rule 62-625.500(2)(e)

FAC determine that such user should not be considered a significant industrial user.

XXX. *Significant Noncompliance* means:

(1) Chronic violations of discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits.

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limit, daily maximum limit, the average limit, or JEA's Maximum Allowable Discharge Limit multiplied by the applicable criteria (TRC=1.4 for BOD, TSS, total oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment effluent limit (daily maximum, long-term average, instantaneous limit, or narrative standard), that JEA determines has caused, alone or in combination with other discharges, interference or pass-through, (including endangering the health of JEA WRF personnel or the general public);

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in JEA's exercise of emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within forty-five (45) days after the due date, required reports, such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations, which may include a violation of Best Management Practices which JEA determines will adversely affect the operation or implementation of JEA's pretreatment program.

YYY. *Silver CMP* means the Code of Management Practice for Silver Dischargers, issued by the Silver Council and the Association of Metropolitan Sewerage Agencies (AMSA), September 1995, and all subsequent revisions thereto. The Silver CMP provides recommendations on technology, equipment and management practices for controlling silver discharges from facilities that process photographic and x-ray materials.

ZZZ. *Silver-Rich Solution* means a solution containing sufficient silver such that cost-effective recovery can be done either on-site or off-site. Within photographic and x-ray processing facilities, such solutions include, but are not limited to, fix and bleach solutions, stabilizers (e.g. plumb-less stabilizers and chemical washes), low-replenished (low-flow) washes, and all functionally-similar solutions. It does not include such low silver solutions as used developers, bleaches, stop baths, pre-bleaches, stabilizers following washes and wash waters.

AAAA. *Slug Discharge* means any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate JEA's regulations, local limits or permit conditions.

BBBB. *Standard Industrial Classification (SIC) Code* means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

CCCC. *Storm Water* means any flow occurring during or following any form of natural precipitation,

and resulting from such precipitation, including snow-melt.

DDDD. *Storm drain and storm sewer* means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

EEEE. *Suspended Solids* means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is retained by a laboratory filter.

FFFF. *Toxic pollutant* means a pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA under the provisions of Sections 307(a), (b) and (c) and 402(b)(8) of the Act.

GGGG. *Waste* means and includes sewage and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation, of human or animal origin or from any producing, manufacturing or processing operation of whatever nature, including waste placed within containers of whatever nature prior to and for purposes of disposal.

HHHH. *Wastewater* means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to JEA WRF.

IIII. *Wastewater Constituents and Characteristics* means the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

JJJJ. *Water Reclamation Facility or Treatment Plant* means that portion of JEA WRF which discharges wastes into waters of the State or which can reasonably be expected to be a source of water pollution and includes any or all of the following: the collection and transmission system, the water reclamation facility, the reuse or disposal system, and the biosolids management facility.

SECTION 2. GENERAL SEWER USE REQUIREMENTS

SECTION 2.1. Prohibited Discharge Standards

A. General Prohibitions.

- (1) No user shall introduce or cause to be introduced into JEA WRF or potable reuse system any pollutant or wastewater which causes pass-through or interference or shall introduce or cause to be introduced pollutants, substances, or wastewater that have not been processed or stored in such a manner that they could be discharged to JEA WRF or potable reuse system. No significant industrial user shall discharge to JEA WRF or potable reuse system without authorization from JEA. These general prohibitions apply to all users of JEA WRF or potable reuse system whether or not they are subject to categorical pretreatment standards or any other Federal, State, or local pretreatment standards or requirements.
- (2) Affirmative Defenses. An industrial user shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions established in paragraph (1), above, and the specific prohibitions in paragraphs B.(3),(5),(6),(7),(10), below, where the industrial user can demonstrate that:
 - a) It did not know or have reason to know that its discharge, alone or in conjunction with a discharge or discharges from other sources, would cause

pass through or interference; and

b) Either of the following:

1. A local limit designed to prevent pass through or interference was developed in accordance with section 2.4, below, for each pollutant in the industrial user's discharge that caused pass through or interference, and the industrial user was in compliance with each such local limit directly prior to and during the pass through or interference; or
2. If a local limit designed to prevent pass through or interference has not been developed in accordance with section 2.4, below, for the pollutants that caused the pass through or interference, and the industrial user's discharge directly prior to and during the pass through or interference did not change substantially in nature or constituents from the industrial user's discharge activity when the JEA WRF or potable reuse system was regularly in compliance with its permit requirements and applicable requirements for biosolids.

B. Specific Prohibitions. No user shall introduce or cause to be introduced into JEA WRF the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in JEA WRF, including, but not limited to, waste streams with a closed-cup flash point of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21.
- (2) Water having a pH lower than 5.5 or higher than 12.0, or otherwise causing corrosive structural damage to JEA WRF or equipment.
- (3) Any solids or viscous substances in amounts which will cause obstruction of the flow in the JEA WRF or potable reuse system resulting in interference.
- (4) Any animal or vegetable-based oils, fats, or greases whether or not emulsified, which would tend to coat or clog, cause interference, pass through, or adverse effects on JEA WRF. Grease removed from grease traps or interceptors shall not be discharged to JEA WRF.
- (5) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with JEA WRF or potable reuse system.
- (6) No user shall discharge into a sewer line or other appurtenance of the JEA WRF any wastewater having a temperature greater than 140°F (60°C) or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° F (40°C). If a lower temperature limit is required than 140°F at the point of connection to JEA WRF, then the limit shall be depicted in the user's wastewater discharge permit.
- (7) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin at a total concentration exceeding 150 mg/l.
- (8) Water containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with a water treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of JEA WRF, causing the treatment plant to fail a toxicity test or exceed the limitation set forth in a

categorical pretreatment standard.

- (9) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by JEA.
- (10) Pollutants which result in the presence of toxic gases, vapors, or fumes within JEA WRF in a quantity that may cause acute worker health and safety problems. Acute worker health and safety problems may be defined using the most recent information on TWA-TLV, TWA-STEL, and IDLH from the American Conference of Governmental Industrial Hygienists (ACGIH), National Institute for Occupational Safety and Health (NIOSH), EPA, and the Occupational Health and Safety Administration (OSHA).
- (11) Trucked or hauled pollutants, except at discharge points designated by JEA in accordance with Section 6.3 of this regulation.
- (12) Noxious or malodorous liquids (City of Jacksonville, City Odor Ordinance, Chapter 376, Ordinance Code), gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance, inspection or repair.
- (13) Water which impart color that cannot be removed by the treatment process and causes a violation of JEA WRF's or potable reuse system permits such as, but not limited to, dye wastes and vegetable tanning solutions.
- (14) Water containing any radioactive wastes or isotopes except in compliance with applicable Federal and State regulations or permits issued by Federal and State Agencies and specifically authorized by JEA.
- (15) Sludge, screenings, or other residues from the pretreatment of industrial wastes.
- (16) Medical or infectious wastes, except as specifically authorized by JEA in a wastewater discharge permit.
- (17) Detergents, surface-active agents, or other substances which may cause excessive foaming and cause interference and pass-through JEA WRF.
- (18) Garbage that has not been properly shredded to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in JEA WRF. At no time shall the concentration of properly ground garbage exceed a level that would prevent JEA WRF from maintaining the required efficiency or cause operational difficulties.
- (19) Swimming pool drainage unless specifically authorized by JEA. No person who fills a swimming pool with non-metered water may discharge swimming pool drainage to a sanitary sewer without a JEA wastewater discharge authorization.
- (20) It shall be unlawful for silver-rich solution from a photographic processing facility to be discharged or otherwise introduced into JEA WRF, unless such silver-rich solution is managed by the photographic processing facility in accordance with the most recent version of the Silver CMP prior to its introduction into JEA WRF.
- (21) Disposing of discontinued, expired, or unused pharmaceuticals to the sanitary sewer is prohibited. Pharmaceuticals include but are not limited to: hazardous & non-hazardous prescription & over-the-counter therapeutic drugs; excess medication in IV bags, syringes, or vials; chemotherapy drug wastes; diagnostic agents; nutraceuticals; and antibiotics.

SECTION 2.2. National Categorical Pretreatment Standards

The categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471 and adopted by reference in Chapter 62-625.410 FAC are hereby incorporated into this

regulation.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, JEA may impose equivalent concentration or mass limits in accordance with 62-625.410(4) FAC.
- B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, JEA shall impose an alternate limit using the combined waste stream formula in accordance with 62-625.410(6) FAC.
- C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 62-625.700 FAC, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- D. A user may obtain a net gross adjustment to a categorical standard in accordance with 62-625.820 FAC.
- E. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, a user may request that JEA convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the JEA. JEA may establish equivalent mass limits only if the user meets all the conditions set forth in Sections 2.2E(1)(a) through 2.2E(1)(e) below.

(1) To be eligible for equivalent mass limits, the Industrial User must:

- a. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
- b. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- c. Provide sufficient information to establish the facility's actual average daily flow rate for all waste streams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
- d. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the discharge; and
- e. Have consistently complied with all applicable categorical pretreatment standards during the period prior to the Industrial User's request for equivalent mass limits.

(2) A user subject to equivalent mass limits must:

- a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- b. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
- c. Continue to record the facility's production rates and notify the JEA whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 2.2F(1)(c) of this Section. Upon notification of a revised production rate, JEA will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
- d. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 2.2E(1)(a) of this Section

so long as it discharges under an equivalent mass limit.

(3) When developing equivalent mass limits, JEA:

- a. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the user by the concentration-based daily maximum and monthly average standard for the applicable categorical pretreatment standard and the appropriate unit conversion factor;
 - b. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - c. May retain the same equivalent mass limit in subsequent individual wastewater discharge permit terms if the user's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 2.6. The user must also be in compliance with Section 13.3 regarding the prohibition of bypass.
- F. JEA may convert the mass limits of the categorical pretreatment standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual users. The conversion is at the discretion of JEA.
- G. Once included in its permit, the user must comply with the equivalent limitations developed in this Section (2.2) in lieu of the promulgated categorical standards from which the equivalent limitations were derived.
- H. Many categorical pretreatment standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- I. Any user operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify JEA within two (2) business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying JEA of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

SECTION 2.3. State Pretreatment Standards

Users must comply with the Florida Pretreatment Standards codified in 62-625 FAC.

SECTION 2.4. Local Limits

The pollutant limits listed in Appendix A are established to protect against pass-through and interference and implement the prohibitions listed in section 2.1, above. No industrial user shall discharge water in excess of the concentrations listed in Appendix A. JEA shall enforce local limits which, together with appropriate changes in the treatment plant or operation, are necessary to ensure compliance with the JEA WRF or potable reuse system's permit(s) or biosolids use or disposal practices. JEA may authorize as a special permit condition, alternative discharge limits if calculations show that such limits will protect JEA WRF or potable reuse against interference and pass-through only after individual notice has been given to the impacted parties with time to respond. The limits in Appendix A shall apply at the point where the water is discharged to JEA WRF or potable reuse system. All concentrations for metallic substances are for "total" metal unless indicated otherwise. Local limits are defined as maximum allowable discharge concentrations. JEA may impose mass limitations in addition to, or in place of, the concentration-

based limitations listed in Appendix A.

SECTION 2.5. JEA's Right of Revision

JEA reserves the right to establish, by regulation or in discharge permits, more stringent standards or requirements on discharges to JEAWRF.

SECTION 2.6. Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. JEA may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

SECTION 2.7. Best Management Practices

JEA may develop Best Management Practices, by regulation or in individual wastewater discharge permits, to implement local limits and the requirements of section 2.1. The following are fully enforceable BMP's and constitute local limitations and pretreatment standards.

- A. The Silver CMP
- B. JEA's BMP and Guidance Manual for Cooling Towers
- C. JEA's BMP and Guidance Manual for Food Service Establishments
- D. JEA's BMP for Auto Repair Facilities
- E. JEA's BMP for Embalming Facilities
- F. JEA's BMP for Mercury Waste Management in Dental Facilities
- G. FDEP's Guide to BMPs for 100% Closed Loop Recycle Systems at Vehicle and Other Equipment Wash Facilities

SECTION 3. PRETREATMENT OF WASTEWATER

SECTION 3.1. Pretreatment Facilities

- A. Users shall provide wastewater treatment as necessary to comply with this regulation and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 2.1 of this regulation within the time limitations specified by EPA, the State, or JEA, whichever is more stringent.
- B. Any facilities necessary for compliance shall be provided, designed, constructed, operated, and maintained at the user's expense.
- C. Detailed plans, specifications and operating procedures for new wastewater pretreatment facilities or process modifications to existing pretreatment systems shall be prepared by a Florida registered professional engineer, and shall be submitted to JEA for review in accordance with accepted engineering practices at least ninety (90) days before the commencement of construction activities. JEA shall review the plans, specifications and operating procedures and shall recommend appropriate changes within forty-five (45) days of receipt of such documents. Prior to beginning construction of the pretreatment facility, the user shall also secure the building, plumbing or other permits that may be required. The user shall construct the pretreatment facility within the time provided in the user's discharge permit, compliance agreement, or other applicable documents. Following completion of construction, the user shall provide JEA with "as built" drawings certified and

sealed by a Florida registered professional engineer to be maintained by JEA.

- D. The review and approval of such plans and operating procedures shall in no way relieve the user from the responsibility of operating and modifying such facilities as necessary to produce a discharge acceptable to JEA under the provisions of this regulation.

SECTION 3.2. Additional Pretreatment Measures

- A. JEA may designate that certain wastewater be discharged only into specific sewers, that existing discharges be relocated and/or consolidated, and such other conditions as may be necessary to protect JEA WRF and to determine the user's compliance with the requirements of this regulation.
- B. JEA may require any person discharging into JEA WRF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A discharge permit may be issued solely for flow equalization. The user at its expense shall maintain these facilities continuously and in satisfactory and effective operation.
- C. Grease, oil, and sand interceptors shall be provided for laundries, food service establishments, service stations, auto repair shops, car washes, or other facilities when, in the opinion of JEA, they are necessary for the proper handling of wastewater containing excessive amounts of flammable wastes, grease and oil, sand or other harmful substances; except that such interceptors shall not be required for residential users.
 - (1) All interception units shall be of a type and capacity approved by JEA and shall be so located and of a design for easy accessibility for cleaning and inspection.
 - (2) Such interceptors shall be inspected and repaired regularly, as needed, by the user at its expense. Grease and solids shall be removed or cleaned from such interceptors at a frequency determined by JEA, but not at an interval greater than once per ninety (90) days unless granted a variance by JEA. If a facility determines that factors unique to its operation warrant less frequent interceptor cleaning, it may make application to JEA for a semi-annual cleaning frequency. It shall be JEA's sole decision to decrease the interceptor cleaning frequency to semi-annual.
 - (3) Facilities with interceptors of a capacity of 50 gallons or less must have the entire contents removed at a minimum frequency of once per fifteen (15) days.
 - (4) Cleaning records, such as waste manifests, shall be retained by the user in accordance with Section 7.13 of this regulation.
- D. Users with the potential to discharge flammable substances shall be required to install and maintain an approved combustible gas detection meter when, they are necessary for the protection of JEA WRF, JEA personnel, and the general public. Meters shall be so located to be easily accessible for cleaning and inspection. Such meters shall be maintained continuously and in satisfactory and effective operation by the user at their expense. Maintenance records shall be retained by the user in accordance with Section 7.13 of this regulation.
- E. The permitted user serviced by a sewer carrying industrial wastes may be required to install a suitable control sampling location, together with the necessary meters or appurtenances to facilitate sampling and flow measurement of the wastes. JEA retains the right to establish suitable control sampling locations with necessary meters or appurtenances to conduct sampling and flow measurement of wastes discharged from industrial users. Plans shall be prepared and signed by a Florida registered professional engineer of suitable discipline. The sampling location shall be accessible and safely located and shall be constructed in accordance with plans approved by JEA. The sampling location shall be installed by the owner at his expense and shall be maintained by the user so as to be safe

and accessible at all times.

SECTION 3.3. Accidental Discharge/Slug Control Plans (ADSCP)

- A. JEA shall evaluate, at least once every two years, whether each significant industrial user needs a plan to control slug discharges. Significant industrial users discharging to potable reuse systems shall have an ADSCP. The plan shall be re-evaluated annually and updated as necessary. New significant industrial users must be evaluated prior to permit issuance. Significant industrial users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge. An accidental discharge/slug control plan shall address, at a minimum, the following:
- (1) Description of discharge practices, including non-routine batch discharges.
 - (2) Description of stored chemicals.
 - (3) Procedures for immediately notifying JEA of any accidental or slug discharge, as required by Section 7.6 of this regulation.
 - (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- B. Where JEA has determined that secondary containment is necessary to prevent adverse impact from any accidental or slug discharge, the user shall comply with all of the following procedures:
- (1) Secondary containment shall be constructed of materials that are compatible with, and impervious to, or otherwise capable of containing any spilled, leaked or discharged polluting materials so that the materials can be recovered and so that polluting materials cannot escape directly or indirectly to any public sanitary sewer.
 - (2) Secondary containment shall provide a capacity that is not less than 10% of the total volume of the tanks or containers within the secondary containment structure or provide a capacity of 110% of the largest single tank or container within the secondary containment structure, whichever is larger.
 - (3) User must allow surveillance of the tanks or containers for the timely detection of any leaks and recovery of any spillage, and the removal and proper disposal of any captured precipitation so that the minimum required capacity is maintained at all times. Captured precipitation may be removed by drainage through normally closed valves if all of the following procedures are met:
 - a. The drainage is conducted under the direct supervision of qualified facility personnel;
 - b. The valves are secured closed at all times, except during precipitation removal; and
 - c. The drainage to the WRF is performed in full compliance with all applicable federal, state, and local requirements.
 - (4) All user areas and indoor storage areas shall be designed, constructed, maintained, and operated to prevent the release of polluting materials through sewers, drains, or otherwise directly or indirectly into any public sanitary sewer.

- (5) Polluting materials in solid form shall be enclosed, covered, contained, or otherwise protected to prevent runoff and runoff, seepage, or leakage to any public sanitary sewer.
- (6) Alternate secondary containment, control, or treatment systems other than those required by this subsection that provide adequate protection may be used upon written approval of JEA. Requests for alternative secondary containment, control, or treatment systems shall be submitted in writing to JEA.

SECTION 3.4. Measurement

The owner of property serviced by JEA WRF who wishes to measure the sewerage output for purposes of billing shall install and maintain at the owner's expense a flow measuring system as indicated in Section 3.2. JEA also reserves the right to own, design, install, and/or maintain such monitoring equipment as deemed necessary to comply with the requirements of this regulation. All design requirements shall comply with requirements in Section 3.2. Such system shall be regularly maintained and calibrated in accordance with guidelines established by JEA.

SECTION 4. SIGNIFICANT INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT APPLICATION

SECTION 4.1. Permit Requirements

- A. No significant industrial user shall discharge wastewater into JEA WRF without first obtaining a discharge permit from JEA.
- B. JEA may require other Users to obtain individual discharge permits as necessary to carry out the purposes of this ordinance.
- C. Any violation of the terms and conditions of a discharge permit shall be deemed a violation of this regulation and subjects the user to the sanctions set out in Sections 11 and 12 of this regulation. Obtaining a discharge permit does not relieve a user of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

SECTION 4.2. Permitting: Existing Connections (without a current permit)

JEA will notify a Significant Industrial User, which when in the opinion of JEA, the regulation of such is necessary for the protection of JEA WRF. Within sixty (60) days of receipt of JEA's notification, the Significant Industrial User shall submit a completed JEA application for a discharge permit in accordance with Section 4.4 of this regulation and shall not cause or allow discharges to the JEA WRF to continue after sixty (60) days of the effective date of this regulation except in accordance with an individual discharge permit issued by JEA.

SECTION 4.3. Permitting: New Connections

Before discharging non-residential waste into JEA WRF any user required to obtain a discharge permit who proposes to begin or recommence discharging into the JEA WRF must obtain such permit prior to the beginning or recommencing of such discharge. An application for this discharge permit, completed in accordance with Section 4.4 of this regulation, must be filed at least one hundred eighty (180) days prior to the date upon which any discharge will begin.

SECTION 4.4. Permit Application Contents

All users required to obtain a discharge permit must submit a permit application on a form provided by JEA. JEA may require all users to submit, as part of an application, the following information:

- A. All information required by Section 7.1(B) of this regulation;

- B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to JEA WRF;
- C. Number of employees, and proposed or actual hours of operation;
- D. Each product produced by type, amount, process or processes, and rate of production;
- E. Type and amount of raw materials processed (average and maximum per day);
- F. Site plans, treatment facility schematics, treatment process diagrams, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, sampling locations, and appurtenances by size, location, and elevation, and all points of discharge;
- G. Time and duration of discharges;
- H. Any other information as may be deemed necessary by JEA to evaluate the discharge permit application;
- I. Description of flow monitoring/wastewater sampling equipment to be installed or methods to be used;
- J. Description of proposed sampling/monitoring locations.

SECTION 4.5. Incomplete Application

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. JEA will notify any user of an incomplete or inaccurate application within thirty (30) days of receipt of submittal.

SECTION 4.6. Application Signatories and Certification

- A. All discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to JEA prior to or together with any reports to be signed by an Authorized Representative.
- C. A facility determined to be a Non-Significant Categorical Industrial User by JEA pursuant to Section 1.4.WWW(3) must annually submit the signed certification statement in Section 7.14.B.

SECTION 4.7. Permit Decisions

JEA will evaluate the data furnished by the user and may require additional information. Within sixty (60) days of receipt of a complete discharge permit application, JEA will determine whether

or not to issue a discharge permit.

SECTION 4.8 Registration of Non-permitted Users

All users not required to obtain an discharge permit shall submit a registration form to JEA as may be required. Such users shall include, but not be limited to:

- A. Facilities that produce a silver rich waste stream, such as photographic and x-ray processing facilities.
- B. Food service establishments.
- C. Dental facilities

**SECTION 5. SIGNIFICANT INDUSTRIAL USER WASTEWATER
DISCHARGE PERMIT ISSUANCE PROCESS**

SECTION 5.1. Permit Contents

A discharge permit shall include such conditions as are deemed reasonably necessary by JEA to prevent pass-through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to JEA WRF.

- A. Discharge permits shall contain:
 - (1) Each discharge permit will indicate a specific date upon which it will expire. A permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit.
 - (2) A statement that the discharge permit is nontransferable without prior notification to JEA in accordance with Section 5.3 of this regulation, and provisions for furnishing the new owner or operator with a copy of the existing discharge permit;
 - (3) Effluent limits, including Best Management Practices, based on applicable pretreatment standards;
 - (4) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the discharge in accordance with Section 7.4D;
 - (5) Requirements to control slug discharge, if determined by JEA to be necessary;
 - (6) Any grant of the monitoring waiver by JEA (Section 7.4D);
 - (7) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
 - (8) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- B. Discharge permits may contain, but need not be limited to, the following conditions:
 - (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 - (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to JEAWRF;
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to JEAWRF;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (7) A statement that compliance with the discharge permit does not relieve the user of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the discharge permit; and conditions as deemed appropriate by JEA to ensure compliance with this regulation, and State and Federal laws, rules, and regulations.

SECTION 5.2. Permit Modifications

JEA may modify a discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of discharge permit issuance;
- C. A change in JEAWRF or potable reuse system that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to JEAWRF, JEA personnel, or the receiving waters;
- E. Violation of any terms or conditions of the discharge permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the discharge permit application or in any required reporting;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13; or
- H. To correct typographical or other errors in the discharge permit.

SECTION 5.3. Permit Transfer

Discharge permits may be transferred to a new owner or operator only if the existing permittee gives at least thirty (30) days advance notice to JEA and JEA approves the discharge permit transfer. The notice to JEA must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operation and process;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing discharge permit.

If either party does not agree to a transfer, the new owner must comply with requirements in Section 4.2 for obtaining a new discharge permit.

SECTION 5.4. Permit Revocation

JEA may revoke a discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify JEA of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to JEA of changed conditions pursuant to Section 7.5 of this regulation;
- C. Misrepresentation or failure to fully disclose all relevant facts in the discharge permit application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow JEA timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any pretreatment standard or requirement, or any terms of the discharge permit or this regulation.

Discharge permits shall be voidable upon cessation of operations for sixty (60) days or greater, or upon transfer of business ownership. All discharge permits issued to a particular user are void upon the issuance of a new discharge permit to that user.

SECTION 5.5. Permit Re-issuance

A user with an expiring discharge permit shall apply for a discharge permit by submitting a complete permit application, in accordance with Section 4.4, a minimum of one hundred twenty (120) days prior to the expiration of the users existing discharge permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if: (a) The permittee has submitted a timely and sufficient application for renewal; or (b) JEA is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous permit; and (c) The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.

SECTION 5.6. Regulation of Waste Received from Other Jurisdictions

- A. JEA shall be the permitting authority for any discharge that goes into a JEA WRF or potable reuse system. If another utility contributes wastewater to JEA WRF, JEA shall enter into an agreement with the contributing utility.
- B. Prior to entering into an agreement required by paragraph A, above, JEA shall request the following information from the contributing utility:
 - (1) A description of the quality and volume of wastewater discharged to JEA WRF or potable reuse system by the contributing utility;
 - (2) An inventory of all users located within the contributing utility that are discharging to JEA WRF or potable reuse system; and

- (3) Such other information JEA may deem necessary to evaluate the wastewater discharge.
- C. An agreement, as required by paragraph A, above, shall contain the following conditions:
- (1) A requirement for the contributing utility to adopt a sewer use regulation which is at least as stringent as this regulation and local limits which are at least as stringent as those set out in Section 2.4 of this regulation. The requirement shall specify that such regulation and limits must be revised as necessary to reflect changes made to JEA's regulation or local limits;
 - (2) A requirement for the contributing utility to submit a revised user inventory on at least an annual basis;
 - (3) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing utility and which of these activities will be conducted by JEA;
 - (4) A requirement for the contributing utility to provide JEA with access to all information that the contributing utility obtains as part of its pretreatment activities;
 - (5) Limits on the nature, quality, and volume of the contributing utility's wastewater at the point where it discharges to JEAWRF;
 - (6) Requirements for monitoring the contributing utility's discharge;
 - (7) A provision ensuring JEA access to the facilities of users located within the contributing utility's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by JEA;
 - (8) A provision specifying remedies available for breach of the terms of the agreement; and
 - (9) Establishment of Fees and Charges associated with this agreement.

SECTION 5.7. Permit Appeals Process

- A. The industrial user may petition JEA to reconsider the terms of an individual discharge permit within thirty (30) days of its issuance. The appeals process may be used when:
- (1) An applicant has made three good faith attempts at providing a complete application pursuant to Section 4.4; or
 - (2) JEA denies a permit pursuant to Section 4.7; or
 - (3) A permit applicant or holder disputes a decision by JEA to impose, modify, or add permit limitations or conditions as authorized under Section 5.1 and 5.2.
- B. Procedures for Appeal. All appeals shall follow the procedures outlined in this Section.
- (1) Failure to submit a petition for review within thirty (30) days of permit issuance for review shall be deemed a waiver of the administrative appeal.
 - (1) Schedule of Hearing. The permit applicant shall appeal to the Chief Administrative Officer (CAO) to schedule the hearing. Upon receipt of the written request or submission of the disputed issue, the CAO shall set a date for an administrative hearing, to be held not more than ninety (90) days after the date of the request or submission. The Office of General Counsel shall provide a hearing officer. The hearing officer may, for just cause shown, extend the time for a hearing to resolve the disputed issues.
 - (2) Presentation of Objections. At the hearing, the applicant or the applicant's agent or attorney shall be afforded an opportunity to present, by oral testimony or documentary

evidence, any objections. JEA may present, by oral testimony or documentary evidence support for or explanation of prior decisions.

- (3) Findings and Recommendations. Within fourteen (14) days after the conclusion of the hearing, the hearing officer shall report their findings and recommendations to the CAO. The CAO shall, within thirty (30) days from the date the receives hearing officer's report is received, make his or her decision, based upon the evidence presented at the hearing. If the hearing was held:
 - (a) As a result of a request by the permit applicant regarding an incomplete application, the CAO may decide one of the following:
 - (i) That the application is incomplete and directs the applicant to provide the necessary information.
 - (ii) That the application is complete and directs the Industrial Pretreatment Manager to evaluate the application based upon the information already provided by the applicant.
 - (b) From an appeal by permit applicant concerning a denied permit, the CAO may decide one of the following:
 - (i) That the permit applicant shall receive a discharge permit.
 - (ii) That the permit applicant shall not receive a discharge permit.
 - (iii) That the permit applicant shall resubmit a completed application in accordance with Section 4.4.
 - (c) From an appeal by a permittee disputing a decision by JEA to impose, modify or add permit limitations or conditions as authorized under Section 5.2, the CAO may decide one of the following:
 - (i) The change requested by the permittee shall be implemented.
 - (ii) The permittee shall receive a permit with stipulations as determined by the CAO.
 - (iii) That the request is denied.

The decision of the CAO, under Section 5.7 B.(3) (a), (b), or (c), shall be final and a copy of the decision shall be furnished to the applicant or permittee and to the Office of the General Counsel.

SECTION 6. DISCHARGES FROM NON-SIGNIFICANT INDUSTRIAL USERS

SECTION 6.1. Notification

JEA will notify a non-significant industrial user, which when in the opinion of JEA, the regulation of such is necessary for the protection of JEAWRF. The non-significant industrial user shall submit a completed JEA application for a Non-Significant Industrial Wastewater Discharge Permit within the time period specified by JEA.

SECTION 6.2. Permit Contents

JEA shall issue a Non-Significant Industrial Wastewater Discharge Permit for non-significant users notified under Section 6.1. A permit shall include such conditions as are deemed reasonably necessary by JEA, including but not limited to self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements may include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on

Federal, State, and local law.

SECTION 6.3. Hauled Waste

- A. Any haulers of septic tank waste doing business within JEA, if said waste is to be discharged into a JEAWRF, shall obtain a Waste Hauler Permit from JEA. If the hauled waste is not classified as septic tank waste, then the user shall comply with the permitting requirements of Section 4.
- B. Any haulers of septic tank waste shall discharge loads only at locations designated by JEA and at such times established by JEA. No load may be discharged without prior consent of JEA. JEA may collect samples of each hauled load to ensure compliance with this regulation. JEA may require the industrial waste haulers to provide a waste analysis of any load prior to discharge. JEA may prohibit the disposal of hauled waste after reviewing the waste analysis and waste-tracking information.
- C. Any haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of each source of waste, and volume and type of waste, and whether such waste are classified as RCRA hazardous.

SECTION 6.4. Annual Compliance Certification

Each non-significant industrial user that has been notified by JEA in accordance with Section 6.1 of this regulation shall submit an annual compliance certification, (unless the user's permit stipulates other reporting requirements), to be completed by an authorized representative of the facility and submitted to JEA annually. The compliance certification may consist of the following:

A. Annual Report:

The annual report shall contain the following information for the preceding calendar year:

- (1) Type and description of processes and any applicable wastewater treatment employed at the facility.
- (2) Estimate of wastewater discharged expressed as average daily flow.
- (3) Description of any major changes in equipment or changes in operation since the submittal of the last annual report.
- (4) All wastewater sampling results, if required.
- (5) Any other information deemed necessary by JEA.

B. The following certification statement:

"On behalf of [Name of facility], I certify that, as of the date of this certification, this facility is in compliance with the requirements of JEA's Industrial Pretreatment Regulation except as specifically noted below."

SECTION 6.5. Permit Renewal

Duration of the Non-Significant Industrial Wastewater Discharge Permit shall be issued for a specified time period not to exceed five (5) years from the effective date of the permit. A permitted non-significant industrial user with an expiring discharge permit shall apply for a discharge permit by submitting a complete permit application, as provided by JEA, a minimum of one hundred twenty (120) days prior to the expiration of the user's existing discharge permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if; (a) The permittee has submitted a timely

and sufficient application for renewal; or (b) JEA is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous permit; and (c) The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.

SECTION 7. REPORTING REQUIREMENTS

SECTION 7.1. Baseline Monitoring Reports

- A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2) FAC, whichever is later, existing categorical users currently discharging to or scheduled to discharge to JEA WRF shall submit to JEA a report, which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to JEA a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below.
- (1) Identifying Information. The name and address of the facility, including the name of the operator and owner.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations. A brief description of the nature, average rate of production, and SIC code(s) of the operation(s) carried out by such user. This description should include a schematic process diagram that indicates points of discharge to JEA WRF from the regulated processes.
 - (4) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to JEA WRF from regulated process streams and other streams, as necessary, to allow use of the combined waste-stream formula set out in Rule 62-625.410(6) FAC.
 - (5) Measurement of Pollutants.
 - (a) The categorical pretreatment standards applicable to each regulated process.
 - (b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by JEA of regulated pollutants in the discharge from each regulated process. Daily maximum, average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 7.10 of this regulation.
 - (c) Sampling must be performed in accordance with procedures set out in Section 7.11 of this regulation.
 - (6) Certification. A statement, reviewed by the user's authorized representative and certified by a Florida registered professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - (7) Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which

the user will provide such additional pretreatment and/or operation and maintenance shall be established. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 7.2 of this regulation.

- (8) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with 7.14(A) of this regulation and signed by an Authorized Representative as defined in section 1.4C.

SECTION 7.2. Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 7 of this regulation:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to JEA no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to JEA.

SECTION 7.3. Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into JEA WRF, any user subject to such pretreatment standards and requirements shall submit to JEA a report containing the information described in Section 7.1(B)(4-6) of this regulation. For users subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4) FAC, this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 4.6 of this regulation.

SECTION 7.4. Periodic Compliance Reports

- A. All significant industrial users shall, at a frequency determined by JEA but in no case less than twice per year, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with BMPs or pollution prevention alternative, the user must submit documentation required by JEA or the pretreatment standard necessary to determine the user's compliance status. All periodic compliance reports must be signed and certified in accordance with Section 4.6 of this regulation.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and

maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by JEA, using the procedures prescribed in Section 7.11 of this regulation, the results of this monitoring shall be included in the report.
- D. JEA may authorize an industrial user subject to a categorical pretreatment standard to forego sampling of a pollutant regulated by a categorical pretreatment standard if the industrial user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the industrial user. This authorization is subject to the following conditions:
 - (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical standard and otherwise includes no process wastewater.
 - (2) The monitoring waiver is valid only for the duration of the effective period of the individual discharge permit, but in no case longer than 5 years. The user must submit a new request for the waiver before the waiver can be granted for each subsequent individual discharge permit.
 - (3) In making a demonstration that a pollutant is not present, the industrial user must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
 - (4) The request for a monitoring waiver must be signed in accordance with Section 1.4C, and include the certification statement in Section 7.14C.
 - (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
 - (6) Any grant of the monitoring waiver by JEA must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by JEA for 3 years after expiration of the waiver.
 - (7) Upon approval of the monitoring waiver and revision of the user's permit by JEA, the industrial user must certify on each report with the statement in Section 7.14C below, that there has been no increase in the pollutant in its waste stream due to activities of the industrial user.
 - (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately: comply with the monitoring requirements of Section 6.4 A, or other more frequent monitoring requirements imposed by JEA, and notify JEA.
 - (9) This provision does not supersede certification processes and requirements established in categorical pretreatment standards, except as otherwise specified in the categorical

pretreatment standard.

SECTION 7.5. Reports of Changed Conditions

Each user must notify JEA of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

- A. JEA may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a discharge permit application under Section 4.4 of this regulation.
- B. JEA may issue a discharge permit under Section 5.1 or 6.2 of this regulation or modify an existing discharge permit under Section 5.2 of this regulation in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty (20) percent or greater, and the discharge of any previously unreported pollutants.
- D. Significant Industrial Users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 7.6. Reports of Potential Problems

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for JEA WRF, the user shall immediately telephone and notify JEA of the incident. This notification shall include the location of the discharge, type of waste, duration, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by JEA, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to JEA WRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this regulation.
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.
- D. Significant industrial users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 7.7. Reports from Non-permitted Users

All users not required to obtain a discharge permit shall provide appropriate reports to JEA as may be required. Such users shall include, but not be limited to:

- A. Facilities that produce a silver rich waste stream, such as photographic or x-ray processing

facilities.

- B. Food service establishments.
- C. Dental offices

SECTION 7.8. Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify JEA within twenty-four (24) hours of becoming aware of the violation. The results of sampling which discloses the violation shall be reduced to writing and dated the day the results were known, if the sampling was conducted by the user, or stamped with the date the written analysis was received by the user from a contract laboratory. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to JEA within thirty (30) days after becoming aware of the violation. The user is not required to re-sample if JEA monitors at the user's facility at least once a month, or if JEA samples between the user's initial sampling and when the user receives the results of this sampling.

SECTION 7.9. Notification of the Discharge of Hazardous Waste

- A. Any user who commences the discharge of hazardous waste shall notify JEA, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into JEA of a substance which, if otherwise disposed of, would be a hazardous waste under 62-730 FAC. Such notification must include the name of the hazardous waste as set forth in 62-730 FAC, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to JEA, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste-stream discharged during that calendar month, and an estimation of the mass of constituents in the waste-stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 7.5 of this regulation. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 7.1, 7.3, and 7.4 of this regulation.
- B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in Rule 62-730 FAC. Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in Rule 62-730 FAC, requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify JEA, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the

degree it has determined to be economically practical.

- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this regulation, a permit issued thereunder, or any applicable Federal or State law.

SECTION 7.10. Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a discharge permit application or report shall be performed in accordance with the techniques prescribed in Rule 62-160 FAC unless otherwise specified in an applicable categorical pretreatment standard. If Rule 62-160 FAC, does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by FDEP.

SECTION 7.11. Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

A. Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by JEA. Where time-proportional composite sampling or grab sampling is authorized by JEA, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by JEA, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

B. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

C. For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 7.1 and 7.3, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, JEA may authorize a lower minimum. For the reports required by paragraphs Section 7.4 A, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

SECTION 7.12. Timing

Written reports will be deemed to have been submitted on the date received by JEA.

SECTION 7.13. Record-Keeping

Users subject to the reporting requirements of this regulation shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this regulation and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements and

documentation associated with BMPs established under Section 2.7. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or JEA, or where the user has been specifically notified of a longer retention period by JEA.

SECTION 7.14 Certification Statements

A. Certification of permit applications, user reports and initial monitoring waiver—The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with Section 4.6; users submitting baseline monitoring reports under Section 7.1 B (6); users submitting reports on compliance with the categorical pretreatment standard deadlines under Section 7.3; users submitting periodic compliance reports required by Section 7.4 A–D, and users submitting an initial request to forego sampling of a pollutant on the basis of Section 7.4D(4). The following certification statement must be signed by an authorized representative as defined in Section 1.4 C:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Annual certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by JEA pursuant to Section 1.4 WWW(4) and 4.6C must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.4 C. This certification must accompany an alternative report required by JEA:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

(a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in Section 1.4 WWW(4);

(b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during

this reporting period.

This compliance certification is based on the following information.

C. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 7.4 D must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the user.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 7.4.A.

SECTION 7.15. Continuous Monitoring

When a user employs continuous monitoring techniques for pH and maintains such records through use of a chart recorder, the user shall meet the pH prohibitions and limitations specified in Section 2.1 (B) of this regulation and in any categorical standard; except that unintentional and temporary excursions above the upper and lower pH values are allowed so long as:

- A. The total time during which values for pH are outside the prohibition or limitation levels does not exceed eight (8) hours in any calendar month;
- B. No individual excursion exceeds sixty (60) minutes in length; and
- C. No excursion results in or contributes to violations of the prohibition in Section 2.1 (A) and Section 2.1 (B).

In no case shall the discharge have a pH lower than 5.0 except as authorized by JEA. When JEA determines that a sixty (60) minute excursion by any user will or may result in a violation, JEA may establish a shorter allowable duration for that user.

SECTION 8. COMPLIANCE MONITORING

SECTION 8.1. Right of Entry: Inspection and Sampling

JEA shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this regulation and any discharge permit or order issued hereunder. Users shall allow JEA ready access to all parts of the premises for the purposes of inspection, sampling, records examination, copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, JEA will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. JEA shall have the right to set up on the user's property, or require installation of, such

devices as are necessary to conduct sampling and/or metering of the user's operations.

- C. JEA may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated regularly to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of JEA and shall not be replaced. The costs of clearing such access shall be borne by the user.
- E. Unreasonable delays in allowing JEA access to the user's premises shall be a violation of this regulation.

SECTION 8.2. Search Warrants

In the event JEA has asked for and been refused entry into a place, dwelling, structure or premises, other than a user-occupied family residence, to inspect for compliance with a discharge permit, an order issued under this directive, or for an illegal discharge to JEAWRF, JEA may apply for an inspection warrant pursuant to Section 933.20 et seq., Florida Statutes.

SECTION 9. CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, surveys, discharge permit applications, discharge permits, and monitoring programs, and from JEA's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of JEA that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the user furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

SECTION 10. PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

JEA shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by JEA, a list of users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements as defined in Section 1.4, XXX. The term Significant Noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (C), (D) or (H) of Section 1.4 XXX).

SECTION 11. ADMINISTRATIVE COMPLIANCE REMEDIES

SECTION 11.1 Enforcement Procedures

JEA shall develop and implement procedures to ensure consistent enforcement of violations when JEA finds that a user has violated, or continues to violate, any provision of this regulation, a

discharge permit or order issued hereunder, or any other pretreatment standard or requirement. These procedures shall be developed in accordance with 62-625.500 (2)(d) FAC.

SECTION 11.2. Consent Orders

JEA may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance to ensure a return to compliance. Such orders shall include specific actions to be taken by the user to correct the noncompliance within a specific time.

SECTION 11.3 Show Cause Hearing

- A. JEA may order a user which has violated, or continues to violate, any provision of this regulation, a discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before JEA and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, and the reasons for such action. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fourteen (14) days prior to the hearing. Such notice may be served on any authorized representative of the user. A Show Cause Hearing shall not be a bar against, or prerequisite for, taking any other action against the user. Any user choosing not to attend the hearing will automatically have their discharge permit revoked and will discontinue discharging waste to the JEA WRF.
- B. The Office of General Counsel shall provide a hearing officer thoroughly familiar with the applicable JEA directives, and City, State and Federal Ordinances, laws, rules and regulations. Although not required to have formal legal training, the officer must be familiar with the rules governing the administrative process. The officer shall possess the ability to listen attentively to persons giving testimony, be able to exercise mature judgment and tact, and be able to communicate clearly and concisely, orally and in writing. The hearing officer, for just cause shown may extend the time for a hearing.
 - (1) At the hearing, the user, or the user's agent or attorney shall be afforded an opportunity to present, by oral testimony or documentary evidence, its defenses to the alleged violation(s), proposed modification(s) or proposed suspension or revocation. The JEA may present, by oral testimony or documents, evidence of the alleged violations, and support for proposed actions as the case may be.
 - (2) The hearing officer shall report his findings and recommendations to the CAO, within fourteen (14) days after the close of the proceedings.
 - (3) Within thirty (30) days from the date the hearing officer's report is received, the CAO shall issue his decision. The CAO may decide one of the following:
 - (a) That the proposed enforcement action against the user as proposed by the Industrial Pretreatment Manager or as amended by the CAO will stand.
 - (b) That the proposed enforcement action against the user is not warranted and the user will be allowed to continue the existing operations.
 - (4) The decision of the CAO shall be final and a copy of the decision shall be furnished to the user, the Industrial Pretreatment Manager and the Office of General Counsel.

SECTION 11.4. Compliance Orders

When JEA finds that a user has violated, or continues to violate, any provision of this regulation, a discharge permit or order issued hereunder, or any other pretreatment standard or requirement, JEA may issue an order to the user directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user. Unless the user's non-compliance with the order constitutes grounds for emergency suspension or termination of service as provided in Section 11 and 12, the user will be notified of the proposed suspension or termination before hand, and offered an opportunity to show cause why the proposed action should not be taken. The Show Cause Hearing shall be conducted as provided in Section 11.3.

SECTION 11.5. Emergency Suspensions

JEA may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. JEA may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of JEA WRF, or which presents, or may present, an endangerment to the environment.

- A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, JEA may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to JEA WRF, its receiving stream, or endangerment to any individuals. JEA may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of JEA that the period of endangerment has passed, unless the termination proceedings in Section 11.6 of this regulation are initiated against the user.
- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to JEA prior to resuming discharge, and prior to the date of any Show Cause Hearing under Section 11.3 of this regulation.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

SECTION 11.6. Termination of Discharge

In addition to the provisions in Section 5.4 of this regulation, any user who violates the following conditions is subject to discharge termination:

- A. Violation of discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the user's premises for the purpose of inspection,

monitoring, or sampling;

- E. Violation of the pretreatment standards in Section 2 of this regulation; or
- F. Failure to pay assessed fines and penalties within the time prescribed.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 11.3 of this regulation why the proposed action should not be taken. Exercise of this option by JEA shall not be a bar to, or a prerequisite for, taking any other action against the user.

SECTION 11.7. Civil Penalties

- A. A user who has violated or continues to violate, any provision of this regulation, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to JEA for a maximum civil penalty of \$2,000 per violation, per day as authorized in Chapter 99-458, Laws of Florida. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. Civil penalties may be assessed by:
 - (1) Judicial process in a civil action filed in the name of JEA, in a court of competent jurisdiction: or,
 - (2) Administrative proceedings. Whenever JEA seeks to administratively impose a civil penalty the user, person or entity whose substantial interest is at stake, shall irrevocably elect either:
 - (a) the procedures described in Section 120.569 and Section 120.570, Florida Statutes, as amended, including, when requested, the employment of administrative law judges of the Florida Division of Administrative Hearings to preside over disputed cases; or
 - (b) the alternate dispute resolution procedures described in Section 11.8

A civil penalty assessed in a final order following an administrative hearing or determined in the alternate dispute resolution may be recovered in a civil action filed in the name of JEA.

- C. JEA may recover reasonable attorneys' fees, court and/or administrative hearing costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages JEA incurs.
- D. In determining the amount of civil liability, all relevant circumstances shall be taken into account, including, but not limited to, the extent of harm caused by the violation, an economic benefit gained through the user's violation, corrective actions by the user, the user's compliance history, and any other factors as justice requires.
- E. Assessing civil penalties, judicially or administratively, shall not be a bar against, or a prerequisite for, taking any other action against a user.

SECTION 11.8. Alternate Dispute Resolution

Whenever alternate dispute resolution pursuant to Section 11.7.B(2)(b) is elected, such election shall be non-revocable and shall proceed as follows:

- A. To engage this alternate dispute resolution procedure and reject Section 11.3 procedures, in relation to civil penalties the user must notify JEA of its election within 14 days after receiving notice of JEA's intent to assess a civil penalty under Section 11.7. The user's

election shall be communicated in writing to the Vice President.

- B. JEA shall maintain a list of attorneys, certified as arbitrators by the United States District Court, Jacksonville Division, pursuant to Rule 8, Court Annexed Arbitration, who are willing to serve in JEA alternate dispute resolution proceedings. Any willing attorney on the list is qualified to conduct proceedings under this subsection. Users may proffer additional willing arbitrator candidates for the list, provided the nominee has been certified as an arbitrator by the United States District Court, Jacksonville Division. User's candidates shall not be nominated for any particular hearing, but qualifying nominees shall be added to the list maintained by JEA, which shall be kept in alphabetical order. Only persons on the list may preside over hearings conducted hereunder.
- C. Within five (5) days after receiving a copy of the presider's list, JEA and the user shall confer to select the presiding officer. A single presider shall be selected from the list, which each party to the proceeding, beginning with the user, striking unacceptable candidates. If none of the presiders are acceptable to both parties, JEA may agree to seek other candidates, or withdraw the administrative civil penalty assessment and proceed to file a civil action in a court of competent jurisdiction.
- D. In each proceeding, the presider shall take an oath or affirmation to fairly apply the laws and regulation applicable to the proceeding; disavow any interest, pecuniary or otherwise, in the outcome; and disavow any interest or relationship with the parties, other than a customer relationship with JEA. A presider may be disqualified for bias or prejudice as provided in 28 U.S.C. Section 144 and shall disqualify himself or herself in any proceeding if they were a justice, judge, or magistrate judge governed by 28 U.S.C. Section 445.
- E. Immediately upon selecting a mutually agreeable presider, the parties shall confer with the designee of the CAO to schedule the hearing with the presider. The hearing shall be scheduled no less than twenty (20) days and no more than ninety (90) days after the selection of the presider.
- F. At least ten (10) days before the hearing, JEA and the user shall furnish the other party a list of witnesses, if any, and copies or photographs of all exhibits to be offered at the hearing. The presider may refuse to consider any witnesses or exhibits that have not been so disclosed.
- G. A user or its representative shall attend the hearing unless excused beforehand by the presider for good cause shown. The hearing shall be conducted informally. The Florida Rules of Civil Procedure shall be a guide, but shall not be binding. The presentation of testimony shall be minimized, and cases shall be presented to the presider primarily through the statements and arguments of the parties or their counsel.
- H. Any party may arrange to have a recording and transcript made of the hearing at its own expense.
- I. The presider shall issue a decision within three (3) days after the hearing, which shall be filed with the CAO and shall be mailed and sent by other expeditious means to the parties or legal representatives. The costs of the presider shall be borne by the non-prevailing party.
- J. Review by writ of certiorari lies with the circuit court for Duval County; if, however, an application for a writ of certiorari is filed within thirty (30) days after the presider's order is filed with the CAO. Thereafter, the matter shall be final and conclusive, no appeal or writ shall lie, and the decision of the presider may be implemented by JEA and/or judicially enforced by either party.

SECTION 11.9. Remedies Nonexclusive

The remedies provided in this regulation are not exclusive. JEA may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with JEA's enforcement procedures. However, JEA may take other action against any user when the circumstances warrant. Further, JEA is empowered to take more than one enforcement action against any non-compliant user.

SECTION 12. JUDICIAL ENFORCEMENT REMEDIES

SECTION 12.1. Injunctive Relief

When JEA finds that a user has violated, or continues to violate, any provision of this regulation, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, JEA is authorized to apply for an injunction to the Circuit Court as appropriate, which restrains or compels the specific performance of the discharge permit, order, or other requirement imposed by this regulation on activities of the user. JEA may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

SECTION 12.2. Civil Penalties Authority of Other Agencies

JEA may request that the City of Jacksonville assess civil penalties against violators pursuant to Section 750.101, Jacksonville Ordinance Code. JEA may also refer enforcement to appropriate state and federal regulatory authorities for civil penalty assessment. JEA's request that City of Jacksonville, or any state or federal regulatory agency, exercise enforcement jurisdiction or their civil penalty authority, is not subject to the user's election rights under Section 11.7.B.2

SECTION 12.3. Criminal Prosecution

As prescribed under Section 750.102, Jacksonville Ordinance Code, a person is guilty of a Class D offense who:

- A. Violates an effluent standard or limitation;
- B. Violates the terms or conditions of a discharge permit;
- C. Refuses to complete a filing or report requirement; or
- D. Refuses to perform or properly report a required monitoring.

Each separate violation constitutes a separate offense and each day upon which a violation occurs continues to be deemed a separate offense. JEA may also refer enforcement to appropriate state and federal regulatory authorities for criminal prosecution.

SECTION 12.4. Remedies Nonexclusive

The remedies provided in this regulation are not exclusive. JEA may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with JEA's enforcement procedures. However, JEA may take other action against any user when the circumstances warrant. Further, JEA is empowered to take more than one enforcement action against any non-compliant user.

SECTION 13. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

SECTION 13.1. Upset

- A. For the purposes of this section, "upset," means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (C), below, are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and the user can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The user has submitted the following information to JEA within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days]:
 - (a) A description of the indirect discharge and cause of noncompliance;
 - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - (d) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
 - (e) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
 - (f) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or failed.

SECTION 13.2. Prohibited Discharge Standards

All users shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.1(A) of this regulation or the specific prohibitions in Sections 2.1(B)(3) through 2.1(B)(21), except 2.1 (B) (11), of this regulation if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass-through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when JEA was regularly in compliance with its NPDES permit,

and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

SECTION 13.3. Bypass

- A. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subparagraphs (B) and (C) of this section.

- B. Notice of Bypass
 - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to JEA, at least ten (10) days before the date of the bypass, if possible.
 - (2) A user shall submit oral notice to JEA of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. JEA may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

- C. Exceptions to Bypass
 - (1) Bypass is prohibited, and JEA may take an enforcement action against a user for a bypass, unless
 - (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (c) The user submitted notices as required under paragraph (B) of this section.
 - (2) JEA may approve an anticipated bypass, after considering its adverse effects, if JEA determines that it will meet the three conditions listed in paragraph (C)(1) of this section.

SECTION 14. INDUSTRIAL PRETREATMENT RATES, FEES, AND CHARGES

All users shall pay the sewer use charges and capital improvement surcharges authorized by JEA. Industrial users who discharge wastewater containing COD, or TSS in excess of the concentrations of those substances in normal wastewater may be subject to extra strength surcharges as established by JEA. Charges or fees to provide for the recovery of costs associated with implementation and enforcement of this regulation shall be by JEA. These fees

shall be in addition to the normal sewer use charges. Charges and fees may include:

- A. Fees for monitoring, inspection and surveillance;
- B. Fees for laboratory analyses;
- C. Fees for permit applications;
- D. Appeal fees;
- E. Charges for emergency actions or repairs; and

SECTION 15. EFFECTIVE DATE

This regulation shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

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Appendix A Local Limits

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following:

Maximum Allowable Discharge Limits

POLLUTANTS	BUCKMAN ST WRF	DISTRICT II WRF	SOUTHWEST WRF	ARLINGTON EAST WRF	MANDARIN WRF	BLACKS FORD WRF
Cadmium (mg/l)	1.20	1.20	1.20	1.20	1.20	1.20
Chromium (mg/l)	10.00	10.00	10.00	10.00	10.00	10.00
Copper (mg/l)	3.38	0.82 ⁽¹⁾	none	3.38	3.38	3.38
Cyanide (mg/l)	3.38	3.38	3.38	3.38	3.38	3.38
Lead (mg/l)	1.40	0.70	1.90	1.17	1.90	1.90
Mercury (mg/l)	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾
Molybdenum (mg/l)	2.66 ⁽¹⁾	0.741 lb/day ⁽¹⁾⁽²⁾	none	none	none	none
Nickel (mg/l)	3.98 ⁽¹⁾	3.98	3.98	3.98	3.98	3.98
Silver (mg/l)	0.43	0.43	0.43	0.43	0.43	0.43
Ultraviolet Transmittance (minimum %)	Individual permit BMP ^(3&4)	Individual permit BMP ^(3&4)	Individual permit BMP ^(3&4)	Individual permit BMP ^(3&4)	Individual permit BMP ^(3&4)	Individual permit BMP ^(3&4)
Zinc (mg/l)	2.61	2.61	2.61	2.61	2.61	2.61

- (1) Limits for contributory users only. Industrial user will be notified by JEA regarding its status as a contributory user.
- (2) Limitations applied in IU permits as determined by JEA.
- (3) Discharges shall not cause interference, bypass, or substantially decrease efficiency of the domestic wastewater facility, including the effectiveness of the disinfection processes. Permitted discharges shall comply with the "JEA BMP for Ultraviolet Light Transmittance-Reducing Discharges" as developed in any corresponding industrial user individual wastewater discharge permit. However, in no case shall an industrial user discharge reduced ultraviolet transmittance below 60% as monitored for the performance of the ultraviolet disinfection system for the receiving domestic wastewater facility.
- (4) Where the receiving domestic wastewater facility's permit does not specify a disinfection system ultraviolet light transmittance performance limit, in no case shall an industrial user discharge reduce ultraviolet transmittance below the threshold necessary for the permitted performance requirements for the ultraviolet disinfection system for the receiving domestic wastewater facility.

The above limits apply at the point where the wastewater is discharged to JEA WRF. All concentrations for metallic substances are for "total" metal unless indicated otherwise. JEA may impose mass limitations in addition to, or in place of, the concentration-based limitations above.



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JEA INDUSTRIAL PRETREATMENT REGULATION

SECTION 1. GENERAL PROVISIONS

SECTION 1.1. Purpose and Policy

Pursuant to Article 21 of the Charter of the Consolidated City of Jacksonville, 180.06 (4) Florida Statutes, Laws of Florida, as amended, chapter 92-341, and City of Jacksonville Ordinance 94-229-E, JEA establishes this Industrial Pretreatment Regulation, which sets forth uniform requirements for users of JEA's ~~Wastewater~~ Water Treatment/Reclamation Facilities (~~JEAWWF~~ JEAWRF) ~~and potable reuse systems~~. This Regulation enables JEA to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code 1251 et seq.), the General Pretreatment Regulations (40 Code of Federal Regulations Part 403), and the Florida Administrative Code (Rule 62-625 FAC). The objectives of this regulation are:

- A. To prevent the introduction of pollutants into ~~JEAWWF~~ JEAWRF or potable reuse systems that will interfere with its operation;
- B. To prevent the introduction of pollutants into ~~JEAWWF~~ JEAWRF or potable reuse systems that will pass through ~~JEAWWF~~ JEAWRF or potable reuse systems, inadequately treated, into receiving waters ~~or potable reuse systems~~; or otherwise be incompatible with ~~JEAWWF~~ JEAWRF or potable reuse systems;
- C. To protect both JEA personnel who may be affected by wastewater and biosolids in the course of their employment and the general public;
- D. To promote reuse of reclaimed water and biosolids from ~~JEAWWF~~ JEAWRF;

~~E.~~
E. To promote potable reuse and protect JEA WRFs and Advanced Water Treatment facilities.

- ~~EF.~~ To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of ~~JEAWWF~~ JEAWRF; and
- ~~EG.~~ To enable JEA to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which ~~JEAWWF~~ JEAWRF are subject.

This regulation shall apply to all users of ~~JEAWWF~~ JEAWRF. The regulation authorizes the issuance of ~~wastewater~~ discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

SECTION 1.2. Administration

Except as otherwise provided herein, JEA shall administer, implement, and enforce the provisions of this regulation. Any powers granted to or duties imposed upon JEA may be delegated to JEA personnel.

SECTION 1.3. Abbreviations

The following abbreviations, when used in this regulation, shall have the designated meanings:

ATWWF – Advanced ~~Water Treatment~~ Treated Water

ATWF – Advanced Treated Water Facility

BOD - Biochemical Oxygen Demand

BMP – Best Management Practice

[CAO – Chief Administrative Officer](#)

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act of 1980 FR
– *Code of Federal Regulations*

COD - Chemical Oxygen Demand

CMP - Code of Management Practice

[DPR – Direct Potable Reuse](#)

EPA - U.S. Environmental Protection Agency

FAC - Florida Administrative Code

FDEP - Florida Department of Environmental Protection

GPD - Gallons Per Day

IDLH - Immediately Dangerous to Life and Health

[IPOR – Indirect Potable Reuse](#)

IU – Industrial User

~~JEA WRF~~ [JEA WRF](#) - JEA's ~~Wastewater~~ [Water Reclamation Treatment](#) Facilities

LEL - Lower Explosive Limit

mg/l - Milligrams per Liter

NPDES - National Pollutant Discharge Elimination System

RCRA - Resource Conservation and Recovery Act

SIC - Standard Industrial Classification

TSS - Total Suspended Solids

TLV-TWA - Threshold Limit Value-Time Weighted Average

TLV-STEL - Threshold Limit Value-Short Term Exposure Level

USC - United States Code

µg/l - Micrograms per Liter

SECTION 1.4. Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this regulation, shall have the meanings hereinafter designated.

- A. Act or "The Act" means The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.
- B. [Advanced Treated Water](#) means water produced from an advanced treatment water facility for potable reuse applications. Advanced treated water can be from more than one advanced treatment water facilities.
- C. [Advanced Treated Water Facility](#) means the facility where advanced treated water is produced. The specific combination of treatment technologies employed will depend on the quality of the reclaimed water and the type of potable reuse.

~~G.D.~~ Approval Authority means the Florida Department of Environmental Protection.

~~D.E.~~ Authorized Representative of the User.

- (1) If the user is a corporation:
 - (a) The president, vice president, secretary, or treasurer, of the corporation in charge of a principal business function, or any other person who performs similar policy-or decision-making functions for the corporation; or
 - (b) The manager of one or more manufacturing, production, or operation facilities provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations: can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - (a) The individuals described in paragraphs 1 through 3 above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to JEA.

~~E.F. D.~~ BOD means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20°C expressed as milligrams per liter.

~~F.G. E.~~ BMP means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B. BMP's include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

~~G.H. F.~~ Building Sewer means a sewer extension either from the building drain or an industrial process to ~~JEAWWWJEA~~WRF or to the place of disposal.

~~H.I. G.~~ Bypass means the intentional diversion of waste streams from any portion of a user's sewer system, treatment facility or pretreatment facility or other control facility.

~~I.J. H.~~ Categorical Pretreatment Standard or Categorical Standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the

Act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

~~J.K.I.~~ Categorical Industrial User- is an Industrial User subject to a categorical pretreatment standard.

~~K.L.J.~~ CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and all amendments thereto.

~~L.M.K.~~ Chemical Oxygen Demand (COD) means the quantity of oxygen utilized in the oxidation of organic and oxidizable inorganic material present in water or wastewater established using approved methods.

~~M.N.L.~~ Conventional Pollutant means biochemical oxygen demand, chemical oxygen demand, suspended solids, pH, fecal coliform, and oil and grease.

~~N.O.M.~~ Composite Sample means a sample made up by combining individual grab samples collected within the user's daily operations. For all pollutants subject to composite sampling requirements, flow proportional composite samples shall be obtained when feasible. If the user demonstrates that flow proportional composite samples are not feasible, then JEA may allow the collection of time proportional composite samples. In no case may a composite sample be made from fewer than four grab samples. In all cases, the individual grab sample must be adequately spaced so as to ensure a sample that is representative of the user's daily operations.

~~O.P.N.~~ Contributory Users are industrial users discharging a pollutant above domestic concentrations. Contributory users are allocated the pollutant using the IU Contributory Flow method detailed in EPA's 2004 *Local Limits Development Guidance* manual, page 6-11.

~~P.Q.O.~~ Cooling Water means water discharged from any condensation, air conditioning, cooling, refrigeration, industrial cooling process, or other cooling system, which uses or generates water during operation.

~~Q.R.P.~~ Daily Maximum is the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

~~R.S.Q.~~ Daily Maximum Limit is the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

~~T. R.~~ Direct Discharge means the discharge of treated reclaimed water or untreated wastewater directly to the waters of the state.

~~U.~~ [Direct Potable Reuse means the delivery of advanced treated water from an advanced treatment water facility to a drinking water treatment facility or directly into a potable water supply distribution system without an environmental buffer.](#)

~~S.V.S.~~ Emergency means conditions causing danger, threat to ~~JEAWWFJEAWRF~~ or severe inconvenience to health and safety, including contamination, severe water shortages, major breakdowns or threats of war or weather disaster.

~~T.W.T.~~ EPA means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

~~U.~~ Existing Source is any source of discharge that is not a "New Source."

~~(+)X.~~

~~U.Y.V.~~ Food Service Establishment means any commercial user that prepares and or serves food or beverages for sale or consumption.

~~V.Z.W.~~ Garbage means any refuse accumulation of solid animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in or storing of food and from the handling, storage and sale of produce.

AA. Grab Sample means a sample, which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

BB. Groundwater means any water pertaining to, formed, or occurring underneath the surface of the earth.

~~W. X. Grab Sample means a sample, which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.~~

~~X. Y. Groundwater means any water pertaining to, formed, or occurring underneath the surface of the earth.~~

~~Y. Z. Hauled Waste means any waters or liquids which have been removed and transported from any pit, sump, holding tank, privies, cesspools, septic tank, sewage treatment plant or industrial facility for discharge to JEAWWF/JEAWRF at designated points.~~

CC.

~~DD. AA.~~ Indirect Discharge means the introduction of pollutants into the POTW/JEAWRF from any nondomestic source.

EE. Indirect Potable Reuse means the planned delivery or discharge of reclaimed water or advanced treated water to ground or surface waters for the development of, or to supplement, potable water supply in accordance with projects identified in paragraph 62-565.100(1)(c) and (d), F.A.C.

~~Z. FF. BB.~~ Industrial Pretreatment Manager means the person designated by JEA and who is responsible for administrating this regulation and other duties and responsibilities associated with the Industrial Pretreatment Program.

~~AA. GG. CC.~~ Industrial User or User means any person who discharges into JEAWWF/JEAWRF from a source other than residential.

~~BB. HH. DD.~~ Industrial Waste means the water-borne wastes, including contaminated cooling water, from industrial processes, as distinct from sanitary wastewater.

~~CC. II. EE.~~ Instantaneous limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

~~DD. JJ. FF.~~ Interference means a discharge, which alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts JEAWRF or potable reuse system, its treatment processes or operations or its sludge processes, use or disposal; and

(2) Is a cause of a violation of any requirement of the JEAWRF or potable reuse system's permits (including an increase in the magnitude or duration of a violation) or prevents use or disposal of biosolids in compliance with local regulations or rules of the Department and Chapter 403, F.S.

~~(1) Inhibits or disrupts JEAWWF, its treatment processes or operations or its sludge processes, use or disposal; and~~

~~(2)~~

~~— Causes or contributes to a violation of JEA's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act;~~

~~the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.~~

- (3) Interference as it pertains to potable reuse will also mean a discharge from a non-domestic wastewater source which alone or in conjunction with a discharge or discharges from other sources that inhibits or disrupts the treatment processes or operations that has a significant potential to have serious adverse effects on public health or to cause an exceedance either of a treatment requirement or of a Maximum Contaminant Level for finished drinking water.

~~EE.KK. GG.~~ JEA, formerly known as the Jacksonville Electric Authority, is the public water, sewer and electric utility providing service to the City of Jacksonville, and parts of Clay, Nassau, and St. Johns Counties.

~~FF.LL. HH. JEA~~ ~~WWFJEA~~ ~~WRF~~ means the entire system of sanitary sewers, pump stations/lift stations, and ~~wastewater-water reclamation~~ treatment plants facilities, including potable reuse facilities and infrastructure, operated by JEA.

~~GG.MM. II.~~ Local Limits are specific discharge limits developed and enforced by JEA upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

~~HH.NN. JJ.~~ Long term average means an average volume or rate of discharge or average mass of pollutants discharged or average rate of production based on actual levels of production or operation over an extended period sufficient to capture the normal range of variations in production or operation. A long-term average should be based on a minimum of one recent year's historical data if available, or upon well documented projections if such data are not available.

~~II.OO. KK.~~ Maximum Allowable Discharge Limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any grab or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

~~JJ.PP. LL.~~ Measurement means the ability of the analytical method or protocol to quantify, as well as identify, the presence of the substance in question.

~~KK.QQ. MM.~~ Medical Waste means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis waste.

~~LL.RR. NN.~~ NPDES permit or FDEP permit means a permit issued to a publicly-owned treatment works pursuant to section 402 of the Act or pursuant to Florida Law.

~~(+)SS. OO.~~ New Source means:

- ~~(2)(1) (+)~~ Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
- (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- (c) The production or wastewater generating processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to

which the new facility is engaged in the same general type of activity as the existing source, should be considered.

~~(3)~~(2) ~~(2)~~ Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

~~(4)~~(3) ~~(3)~~ Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

~~MM.TT. PP.~~ Nonconventional Pollutant means a pollutant that is not included in the list of conventional pollutants in 40 CFR Part 401.16

~~NN.UU. QQ.~~ Non-contact Cooling Water means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

~~OO.VV. RR.~~ Non-Significant Industrial User means any non-residential user which provides a service or one connected with commerce which is not classified as a Significant Industrial User.

~~PP.WW. SS.~~ Normal Strength Wastewater or Sewage means wastewater which prior to any treatment, contains no more than the following in the pollutant categories indicated:

(1) COD.....650 mg/l

(2) TSS.....300 mg/l

~~QQ.XX. TT.~~ Outfall means any point of discharge into a water course, or other body of surface or groundwater.

~~RR.YY. UU.~~ Pass-through means a discharge which exits JEA ~~WRF -s Wastewater Treatment Plants~~ into waters of the United States or into waters used as a drinking water source in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes or contributes to a violation of any requirement of JEA's NPDES-WRF's or potable reuse permits, including an increase in the magnitude or duration of a violation.

~~SS.ZZ. VV.~~ Person means any individual, partnership, co-partnership, firm, company, corporation, association, Joint Stock Company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

~~TT.AAA. WW.~~ Photographic Processing Facility means a facility, which processes images from silver-sensitized films and papers. This includes, but is not limited to, commercial photographic and film processing facilities, in-house photographic processing facilities, micro labs, printers, X-ray and

other medical/dental/industrial/institutional diagnostic facilities which use silver-based imaging paper, the processing of which produces a silver-rich solution.

~~UU-BBB. XX-~~ pH means a measure of the acidity or alkalinity of a solution, expressed in standard units.

~~VV-CCC. YY-~~ Point Source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding Operation, vessel, or other floating craft from which pollutants are or may be discharged.

~~DDD. ZZ-~~ Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

~~WWW-EEE. AAA-~~ Pollution means the man-made or -induced alteration of the chemical, physical, biological and radiological integrity of water.

~~XX-FFF.~~ [Potable reuse system means the permitted facilities interconnected for the purpose of producing finished drinking water from domestic wastewater.](#)

~~YY-GGG. BBB-~~ Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into [JEAWWFJEAWRF](#). This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

~~ZZ-HHH. CCC-~~ Pretreatment Requirement means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

~~AAA-III. DDD-~~ Pretreatment Standards or Standard means prohibited discharge standards, categorical pretreatment standards, and local limits.

~~BBB-JJJ. EEE-~~ Problem discharge means any upset, slug discharge, bypass, spill or accident which does or may result in a discharge into [JEAWWFJEAWRF](#) or into a watercourse of a prohibited substance or a regulated substance in excess of limitations listed in this regulation or a regulated substance in excess of limitations established in any permit issued to the user by JEA or any NPDES permit issued to the user, and which may: (a) cause interference or pass-through; (b) contribute to a violation of any requirement of JEA's NPDES permit; or (c) cause violation of any State or Federal Water Quality Standard.

~~CCC-KKK. FFF-~~ Production Based Discharge Limitation means a pollutant limitation, which is expressed in terms of allowable mass discharge of pollutant per unit of production. To determine compliance with such limitation, the actual discharge rate and the actual production rate at the time of sampling must be known.

~~DDD-LLL. GGG-~~ Prohibited Discharge Standards or Prohibited Discharges means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this regulation.

~~EEE-MMM. HHH-~~ Properly Shredded Garbage means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in dimension.

~~FFF-NNN. ##-~~ RCRA means the Federal Resource Conservation and Recovery Act of 1976 and all amendments thereto.

~~GGG-000. JJJ.~~ Reclaimed Water means water that has received at least secondary treatment and is reused after flowing out of a ~~wastewater treatment~~ water reclamation plant.

~~HHH-PPP. KKK.~~ Residential means property used for human residency and shall include subdivisions, single family dwellings, two family dwellings, and multifamily dwellings.

~~##-QQQ. LLL.~~ Sanitary Sewer means a sewer, which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

~~JJJ-RRR. NNN.~~ Sanitary Wastewater is any superfluous solid, liquid, or gaseous material principally from the use of sanitary Conveniences of residences, businesses, industries, or institutions.

~~KKK-SSS. NNN.~~ Septic Tank Waste means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

~~LLL-TTT. OOO.~~ Severe Property Damage means in connection with a bypass, substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

~~MMM-UUU. PPP.~~ Sewage means human excrement and gray water (household showers, etc.).

~~NNN-VVV. QQQ.~~ Shall is mandatory. May is permissive.

~~OOO-WWW. RRR.~~ Significant Industrial User means:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - (a) Discharges an average of twenty-five thousand (25,000) GPD or more of process wastewater to ~~JEAWWF~~ JEAWRF (excluding ~~sanitary domestic wastewater~~, non-contact cooling, and boiler blow-down wastewater);
 - (b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of JEA wastewater treatment ~~water reclamation plant~~ WRF; or
 - (c) Is designated as such by JEA on the basis the user has a reasonable potential for adversely affecting ~~JEAWWF~~ JEAWRF's operation, any portion of the potable reuse system, or for violating any pretreatment standard or requirement in accordance with paragraph 62-625.500(2)(e), F.A.C.
- (3) ~~JEA may determine that an industrial user subject to categorical pretreatment standards under Rule 62-625.410, F.A.C., including 40 CFR Chapter I, Subchapter N, Parts 405 through 471, is a non-significant categorical industrial user. Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting JEAWWF's operation or for violating any pretreatment standard or requirement, JEA may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in Rule 62-625.500(2)(e) FAC determine that such user should not be considered a significant industrial user.~~
- (4) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting JEAWRF's operation or for violating any pretreatment standard or requirement, JEA may at any time, on its own initiative or in response to a

petition received from a user, and in accordance with procedures in Rule 62-625.500(2)(e) FAC determine that such user should not be considered a significant industrial user.

~~JEA may determine that a user subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:~~

~~(a) The user, prior to JEA's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;~~

~~(b) The user submits the annual certification statement required in Section 7.14B, together with any additional information to support the certification statement; and~~

~~(c) The user never discharges any untreated concentrated wastewater.~~

XXX. ~~SSS.~~ Significant Noncompliance means:

(1) Chronic violations of ~~wastewater~~ discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits.

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limit, daily maximum limit, the average limit, or JEA's Maximum Allowable Discharge Limit multiplied by the applicable criteria (TRC=1.4 for BOD, TSS, total oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment effluent limit (daily maximum, long-term average, instantaneous limit, or narrative standard), that JEA determines has caused, alone or in combination with other discharges, interference or pass-through, (including endangering the health of ~~JEAWWF~~JEAWRF personnel or the general public);

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in JEA's exercise of emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within forty-five (45) days after the due date, required reports, such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations, which may include a violation of Best Management Practices which JEA determines will adversely affect the operation or implementation of JEA's pretreatment program.

YYY. ~~HHH.~~ Silver CMP means the Code of Management Practice for Silver Dischargers, issued by the Silver Council and the Association of Metropolitan Sewerage Agencies (AMSA), September 1995, and all subsequent revisions thereto. The Silver CMP provides recommendations on technology, equipment and management practices for controlling silver discharges from facilities that process photographic and x-ray materials.

~~ZZZ. UUU.~~ Silver-Rich Solution means a solution containing sufficient silver such that cost-effective recovery can be done either on-site or off-site. Within photographic and x-ray processing facilities, such solutions include, but are not limited to, fix and bleach solutions, stabilizers (e.g. plumb-less stabilizers and chemical washes), low-replenished (low-flow) washes, and all functionally-similar solutions. It does not include such low silver solutions as used developers, bleaches, stop baths, pre-bleaches, stabilizers following washes and wash waters.

~~AAAA. VVV.~~ Slug Discharge" means any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate JEA's regulations, local limits or permit conditions.

~~BBBB. WWW.~~ Standard Industrial Classification (SIC) Code means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

~~CCCC. XXX.~~ Storm Water means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow-melt.

~~DDDD. YYY.~~ Storm drain and storm sewer means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

~~EEEE. ZZZ.~~ Suspended Solids means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is retained by a laboratory filter.

~~FFFF. AAAA.~~ Toxic pollutant means a pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA under the provisions of Sections 307(a), (b) and (c) and 402(b)(8) of the Act.

~~GGGG. BBBB.~~ Waste means and includes sewage and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation, of human or animal origin or from any producing, manufacturing or processing operation of whatever nature, including waste placed within containers of whatever nature prior to and for purposes of disposal.

~~HHHH. CCCC.~~ Wastewater means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to JEAWRF.

~~IIII. DDDD.~~ Wastewater Constituents and Characteristics means the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

~~JJJJ. EEEE.~~ Water Reclamation Facility or Treatment Plant means that portion of JEAWRF which discharges wastes into waters of the State or which can reasonably be expected to be a source of water pollution and includes any or all of the following: the collection and transmission system, the water reclamation facility, the reuse or disposal system, and the biosolids management facility.

SECTION 2. GENERAL SEWER USE REQUIREMENTS

SECTION 2.1. Prohibited Discharge Standards

A. General Prohibitions.

(1) No user shall introduce or cause to be introduced into ~~JEAWWW~~JEAWRF or potable reuse system any pollutant or wastewater which causes pass-through or interference

or shall introduce or cause to be introduced pollutants, substances, or wastewater that have not been processed or stored in such a manner that they could be discharged to ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ or potable reuse system. No significant industrial user shall discharge to JEA ~~system~~~~WRWF~~ or potable reuse system without authorization from JEA. These general prohibitions apply to all users of ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ or potable reuse system whether or not they are subject to categorical pretreatment standards or any other Federal, State, or local pretreatment standards or requirements.

~~(1)~~ Affirmative Defenses. An industrial user shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions established in paragraph (1), above, and the specific prohibitions in paragraphs B.(3),(5),(6),(7),(10), below, where the industrial user can demonstrate that:

(2)

a) It did not know or have reason to know that its discharge, alone or in conjunction with a discharge or discharges from other sources, would cause pass through or interference; and

b) Either of the following:

a-1. A local limit designed to prevent pass through or interference was developed in accordance with section 2.4, below, for each pollutant in the industrial user's discharge that caused pass through or interference, and the industrial user was in compliance with each such local limit directly prior to and during the pass through or interference; or

2. If a local limit designed to prevent pass through or interference has not been developed in accordance with section 2.4, below, for the pollutants that caused the pass through or interference, and the industrial user's discharge directly prior to and during the pass through or interference did not change substantially in nature or constituents from the industrial user's discharge activity when the JEA WRF or potable reuse system was regularly in compliance with its permit requirements and applicable requirements for biosolids.

B. Specific Prohibitions. No user shall introduce or cause to be introduced into ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in ~~JEA~~~~WWF~~~~JEA~~~~WRF~~, including, but not limited to, waste streams with a closed-cup flash point of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21.
- (2) ~~Wastewater Liquids~~~~Water~~ having a pH lower than 5.5 or higher than 12.0, or otherwise causing corrosive structural damage to ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ or equipment.
- (3) Any solids or viscous substances in amounts which will cause obstruction of the flow in the ~~POTW~~~~JEA~~~~WRF~~ or potable reuse system resulting in interference.
- (4) Any animal or vegetable based oils, fats, or greases whether or not emulsified, which would tend to coat or clog, cause interference, pass through, or adverse effects on ~~JEA~~~~WWF~~~~JEA~~~~WRF~~. Grease removed from grease traps or interceptors shall not be discharged to ~~JEA~~~~WWF~~~~JEA~~~~WRF~~.
- (5) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with

other pollutants, will cause interference with [JEAWWFJEAWRF](#) or [potable reuse system](#).

- (6) No user shall discharge into a sewer line or other appurtenance of the [JEAWWFJEAWRF](#) any wastewater having a temperature greater than 140°F (60°C) or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 °F (40°C). If a lower temperature limit is required than 140°F at the point of connection to [JEAWWFJEAWRF](#), then the limit shall be depicted in the user's wastewater discharge permit.
- (7) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin at a total concentration exceeding 150 mg/l.
- (8) ~~Wastewater Liquids~~[Water](#) containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with a ~~waste~~water treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of [JEAWWFJEAWRF](#), causing the treatment plant to fail a toxicity test or exceed the limitation set forth in a categorical pretreatment standard.
- (9) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by JEA.
- (10) Pollutants which result in the presence of toxic gases, vapors, or fumes within [JEAWWFJEAWRF](#) in a quantity that may cause acute worker health and safety problems. Acute worker health and safety problems may be defined using the most recent information on TWA-TLV, TWA-STEL, and IDLH from the American Conference of Governmental Industrial Hygienists (ACGIH), National Institute for Occupational Safety and Health (NIOSH), EPA, and the Occupational Health and Safety Administration (OSHA).
- (11)Trucked or hauled pollutants, except at discharge points designated by JEA in accordance with Section 6.3 of this regulation.
- (12)Noxious or malodorous liquids (City of Jacksonville, City Odor Ordinance, Chapter 376, Ordinance Code), gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance, inspection or repair.
- (13)~~Wastewater Liquids~~[Water](#) which imparts color that cannot be removed by the treatment process and causes a violation of [JEAWWFJEAWRF's](#) or [potable reuse system permits's NPDES permit](#) such as, but not limited to, dye wastes and vegetable tanning solutions.
- (14)~~Wastewater Liquids~~[Water](#) containing any radioactive wastes or isotopes except in compliance with applicable Federal and State regulations or permits issued by Federal and State Agencies and specifically authorized by JEA.
- (15)Sludge, screenings, or other residues from the pretreatment of industrial wastes.
- (16)Medical or infectious wastes, except as specifically authorized by JEA in a wastewater discharge permit.
- (17)Detergents, surface-active agents, or other substances which may cause excessive foaming and cause interference and pass-through [JEAWRF-Wastewater Treatment Plants](#).
- (18)Garbage that has not been properly shredded to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in [JEAWWFJEAWRF](#). At no time shall the concentration of properly ground garbage

exceed a level that would prevent ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ from maintaining the required efficiency or cause operational difficulties.

(19)Swimming pool drainage unless specifically authorized by JEA. No person who fills a swimming pool with non-metered water may discharge swimming pool drainage to a sanitary sewer without a JEA wastewater discharge authorization.

(20)It shall be unlawful for silver-rich solution from a photographic processing facility to be discharged or otherwise introduced into ~~JEA~~~~WWF~~~~JEA~~~~WRF~~, unless such silver-rich solution is managed by the photographic processing facility in accordance with the most recent version of the Silver CMP prior to its introduction into ~~JEA~~~~WWF~~~~JEA~~~~WRF~~.

(21)Disposing of discontinued, expired, or unused pharmaceuticals to the sanitary sewer is prohibited. Pharmaceuticals include but are not limited to: hazardous & non-hazardous prescription & over-the-counter therapeutic drugs; excess medication in IV bags, syringes, or vials; chemotherapy drug wastes; diagnostic agents; nutraceuticals; and antibiotics.

SECTION 2.2. National Categorical Pretreatment Standards

The categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471 and adopted by reference in Chapter 62-625.410 FAC are hereby incorporated into this regulation.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, JEA may impose equivalent concentration or mass limits in accordance with 62-625.410(4) FAC.
- B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, JEA shall impose an alternate limit using the combined waste stream formula in accordance with 62-625.410(6) FAC.
- C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 62-625.700 FAC, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- D. A user may obtain a net gross adjustment to a categorical standard in accordance with 62-625.820 FAC.
- E. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, a user may request that JEA convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the JEA. JEA may establish equivalent mass limits only if the user meets all the conditions set forth in Sections 2.2E(1)(a) through 2.2E(1)(e) below.
 - (1) To be eligible for equivalent mass limits, the Industrial User must:
 - a. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
 - b. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
 - c. Provide sufficient information to establish the facility's actual average daily flow rate for all waste streams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;

- d. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the discharge; and
 - e. Have consistently complied with all applicable categorical pretreatment standards during the period prior to the Industrial User's request for equivalent mass limits.
- (2) A user subject to equivalent mass limits must:
- a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
 - b. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - c. Continue to record the facility's production rates and notify the JEA whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 2.2F(1)(c) of this Section. Upon notification of a revised production rate, JEA will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - d. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 2.2E(1)(a) of this Section so long as it discharges under an equivalent mass limit.
- (3) When developing equivalent mass limits, JEA:
- a. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the user by the concentration-based daily maximum and monthly average standard for the applicable categorical pretreatment standard and the appropriate unit conversion factor;
 - b. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - c. May retain the same equivalent mass limit in subsequent individual wastewater discharge permit terms if the user's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 2.6. The user must also be in compliance with Section 13.3 regarding the prohibition of bypass.
- F. JEA may convert the mass limits of the categorical pretreatment standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual users. The conversion is at the discretion of JEA.
- G. Once included in its permit, the user must comply with the equivalent limitations developed in this Section (2.2) in lieu of the promulgated categorical standards from which the equivalent limitations were derived.
- H. Many categorical pretreatment standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- I. Any user operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify JEA within two (2) business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying JEA of such anticipated change will be

required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate.

SECTION 2.3. State Pretreatment Standards

Users must comply with the Florida Pretreatment Standards codified in 62-625 FAC.

SECTION 2.4. Local Limits

The pollutant limits listed in Appendix A are established to protect against pass-through and interference and implement the prohibitions listed in section 2.1, above. No industrial user shall discharge ~~wastewater~~ in excess of the concentrations listed in Appendix A. JEA shall enforce local limits which, together with appropriate changes in the treatment plant or operation, are necessary to ensure compliance with the JEA WRF or potable reuse system's permit(s) or biosolids use or disposal practices. JEA may authorize as a special permit condition, alternative discharge limits if calculations show that such limits will protect ~~JEA WRF~~ JEA WRF or potable reuse -against interference and pass-through only after individual notice has been given to the impacted parties with time to respond. The limits in Appendix A shall apply at the point where the ~~wastewater~~ is discharged to ~~JEA WRF~~ JEA WRF or potable reuse system. All concentrations for metallic substances are for "total" metal unless indicated otherwise. Local limits are defined as maximum allowable discharge concentrations. JEA may impose mass limitations in addition to, or in place of, the concentration-based limitations listed in Appendix A.

SECTION 2.5. JEA's Right of Revision

JEA reserves the right to establish, by regulation or in ~~wastewater~~ discharge permits, more stringent standards or requirements on discharges to ~~JEA WRF~~ JEA WRF.

SECTION 2.6. Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. JEA may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

SECTION 2.7. Best Management Practices

JEA may develop Best Management Practices, by regulation or in individual wastewater discharge permits, to implement local limits and the requirements of section 2.1. The following are fully enforceable BMP's and constitute local limitations and pretreatment standards.

- A. The Silver CMP
- B. JEA's BMP and Guidance Manual for Cooling Towers
- C. JEA's BMP and Guidance Manual for Food Service Establishments
- D. JEA's BMP for Auto Repair Facilities
- E. JEA's BMP for Embalming Facilities
- F. JEA's BMP for Mercury Waste Management in Dental Facilities
- G. FDEP's Guide to BMPs for 100% Closed Loop Recycle Systems at Vehicle and Other Equipment Wash Facilities

SECTION 3. PRETREATMENT OF WASTEWATER

SECTION 3.1. Pretreatment Facilities

- A. Users shall provide wastewater treatment as necessary to comply with this regulation and shall achieve compliance with all categorical pretreatment standards, local limits, and the

prohibitions set out in Section 2.1 of this regulation within the time limitations specified by EPA, the State, or JEA , whichever is more stringent.

- B. Any facilities necessary for compliance shall be provided, designed, constructed, operated, and maintained at the user's expense.
- C. Detailed plans, specifications and operating procedures for new wastewater pretreatment facilities or process modifications to existing pretreatment systems shall be prepared by a Florida registered professional engineer, and shall be submitted to JEA for review in accordance with accepted engineering practices at least ninety (90) days before the commencement of construction activities. JEA shall review the plans, specifications and operating procedures and shall recommend appropriate changes within forty-five (45) days of receipt of such documents. Prior to beginning construction of the pretreatment facility, the user shall also secure the building, plumbing or other permits that may be required. The user shall construct the pretreatment facility within the time provided in the user's wastewater discharge permit, compliance agreement, or other applicable documents. Following completion of construction, the user shall provide JEA with "as built" drawings certified and sealed by a Florida registered professional engineer to be maintained by JEA.
- D. The review and approval of such plans and operating procedures shall in no way relieve the user from the responsibility of operating and modifying such facilities as necessary to produce a discharge acceptable to JEA under the provisions of this regulation.

SECTION 3.2. Additional Pretreatment Measures

- A. JEA may designate that certain wastewater be discharged only into specific sewers, that existing discharges be relocated and/or consolidated, and such other conditions as may be necessary to protect ~~JEAWWF~~JEA WRF and to determine the user's compliance with the requirements of this regulation.
- B. JEA may require any person discharging into ~~JEAWWF~~JEA WRF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization. The user at its expense shall maintain these facilities continuously and in satisfactory and effective operation.
- C. Grease, oil, and sand interceptors shall be provided for laundries, food service establishments, service stations, auto repair shops, car washes, or other facilities when, in the opinion of JEA , they are necessary for the proper handling of wastewater containing excessive amounts of flammable wastes, grease and oil, sand or other harmful substances; except that such interceptors shall not be required for residential users.
 - (1) All interception units shall be of a type and capacity approved by JEA and shall be so located and of a design for easy accessibility for cleaning and inspection.
 - (2) Such interceptors shall be inspected and repaired regularly, as needed, by the user at its expense. Grease and solids shall be removed or cleaned from such interceptors at a frequency determined by JEA, but not at an interval greater than once per ninety (90) days unless granted a variance by JEA. If a facility determines that factors unique to its operation warrant less frequent interceptor cleaning, it may make application to JEA for a semi-annual cleaning frequency. It shall be JEA's sole decision to decrease the interceptor cleaning frequency to semi-annual.
 - (3) Facilities with interceptors of a capacity of 50 gallons or less must have the entire contents removed at a minimum frequency of once per fifteen (15) days.
 - (4) Cleaning records, such as waste manifests, shall be retained by the user in accordance with Section 7.13 of this regulation.
- D. Users with the potential to discharge flammable substances shall be required to install and maintain an approved combustible gas detection meter when, they are necessary for the protection of ~~JEAWWF~~JEA WRF, JEA personnel, and the general public. Meters shall be

so located to be easily accessible for cleaning and inspection. Such meters shall be maintained continuously and in satisfactory and effective operation by the user at their expense. Maintenance records shall be retained by the user in accordance with Section 7.13 of this regulation.

E. The permitted user serviced by a sewer carrying industrial wastes may be required to install a suitable control sampling location, together with the necessary meters or appurtenances to facilitate sampling and flow measurement of the wastes. JEA retains the right to establish suitable control sampling locations with necessary meters or appurtenances to conduct sampling and flow measurement of wastes discharged from industrial users. Plans shall be prepared and signed by a Florida registered professional engineer of suitable discipline. The sampling location shall be accessible and safely located and shall be constructed in accordance with plans approved by JEA. The sampling location shall be installed by the owner at his expense and shall be maintained by the user so as to be safe and accessible at all times.

SECTION 3.3. Accidental Discharge/Slug Control Plans [\(ADSCP\)](#)

- A. JEA shall evaluate, at least once every two years, whether each significant industrial user needs a plan to control slug discharges. [Significant industrial users discharging to potable reuse systems shall have an ADSCP. The plan shall be re-evaluated annually and updated as necessary.](#) New significant industrial users must be evaluated prior to permit issuance. Significant industrial users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge. An accidental discharge/slug control plan shall address, at a minimum, the following:
- (1) Description of discharge practices, including non-routine batch discharges.
 - (2) Description of stored chemicals.
 - (3) Procedures for immediately notifying JEA of any accidental or slug discharge, as required by Section 7.6 of this regulation.
 - (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- B. Where JEA has determined that secondary containment is necessary to prevent adverse impact from any accidental or slug discharge, the user shall comply with all of the following procedures:
- (1) Secondary containment shall be constructed of materials that are compatible with, and impervious to, or otherwise capable of containing any spilled, leaked or discharged polluting materials so that the materials can be recovered and so that polluting materials cannot escape directly or indirectly to any public sanitary sewer.
 - (2) Secondary containment shall provide a capacity that is not less than 10% of the total volume of the tanks or containers within the secondary containment structure or provide a

capacity of 110% of the largest single tank or container within the secondary containment structure, whichever is larger.

- (3) User must allow surveillance of the tanks or containers for the timely detection of any leaks and recovery of any spillage, and the removal and proper disposal of any captured precipitation so that the minimum required capacity is maintained at all times. Captured precipitation may be removed by drainage through normally closed valves if all of the following procedures are met:
 - a. The drainage is conducted under the direct supervision of qualified facility personnel;
 - b. The valves are secured closed at all times, except during precipitation removal; and
 - c. The drainage to the WRWF is performed in full compliance with all applicable federal, state, and local requirements.
- (4) All user areas and indoor storage areas shall be designed, constructed, maintained, and operated to prevent the release of polluting materials through sewers, drains, or otherwise directly or indirectly into any public sanitary sewer.
- (5) Polluting materials in solid form shall be enclosed, covered, contained, or otherwise protected to prevent runoff and runoff, seepage, or leakage to any public sanitary sewer.
- (6) Alternate secondary containment, control, or treatment systems other than those required by this subsection that provide adequate protection may be used upon written approval of JEA. Requests for alternative secondary containment, control, or treatment systems shall be submitted in writing to JEA.

SECTION 3.4. Measurement

The owner of property serviced by JEAWWFJEAWRF who wishes to measure the sewerage output for purposes of billing shall install and maintain at the owner's expense a flow measuring system as indicated in Section 3.2. JEA also reserves the right to own, design, install, and/or maintain such monitoring equipment as deemed necessary to comply with the requirements of this regulation. All design requirements shall comply with requirements in Section 3.2. Such system shall be regularly maintained and calibrated in accordance with guidelines established by JEA.

SECTION 4. SIGNIFICANT INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT APPLICATION

SECTION 4.1. Permit Requirements

- A. No significant industrial user shall discharge wastewater into JEAWWFJEAWRF without first obtaining a ~~wastewater~~ discharge permit from JEA.
- B. JEA may require other Users to obtain individual ~~wastewater~~ discharge permits as necessary to carry out the purposes of this ordinance.
- C. Any violation of the terms and conditions of a ~~wastewater~~ discharge permit shall be deemed a violation of this regulation and subjects the user to the sanctions set out in Sections 11 and 12 of this regulation. Obtaining a ~~wastewater~~ discharge permit does not

relieve a user of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

SECTION 4.2. Permitting: Existing Connections (without a current permit)

JEA will notify a Significant Industrial User, which when in the opinion of JEA, the regulation of such is necessary for the protection of ~~JEA~~~~WWF~~~~JEA~~~~WRF~~. Within sixty (60) days of receipt of JEA's notification, the Significant Industrial User shall submit a completed JEA application for a ~~wastewater~~ discharge permit in accordance with Section 4.4 of this regulation, and shall not cause or allow discharges to the ~~POTW~~~~JEA~~~~WRF~~ to continue after sixty (60) days of the effective date of this regulation except in accordance with an individual ~~wastewater~~ discharge permit issued by JEA.

SECTION 4.3. Permitting: New Connections

Before discharging non-residential waste into ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ any user required to obtain a ~~wastewater~~ discharge permit who proposes to begin or recommence discharging into the ~~JEA~~~~WWF~~~~JEA~~~~WRF~~ must obtain such permit prior to the beginning or recommencing of such discharge. An application for this ~~wastewater~~ discharge permit, completed in accordance with Section 4.4 of this regulation, must be filed at least one hundred eighty (180) days prior to the date upon which any discharge will begin.

SECTION 4.4. Permit Application Contents

All users required to obtain a ~~wastewater~~ discharge permit must submit a permit application on a form provided by JEA. JEA may require all users to submit, as part of an application, the following information:

- A. All information required by Section 7.1(B) of this regulation;
- B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to ~~JEA~~~~WWF~~~~JEA~~~~WRF~~;

- C. Number of employees, and proposed or actual hours of operation;
- D. Each product produced by type, amount, process or processes, and rate of production;
- E. Type and amount of raw materials processed (average and maximum per day);
- F. Site plans, treatment facility schematics, treatment process diagrams, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, sampling locations, and appurtenances by size, location, and elevation, and all points of discharge;
- G. Time and duration of discharges;
- H. Any other information as may be deemed necessary by JEA to evaluate the ~~wastewater~~ discharge permit application;
- I. Description of flow monitoring/wastewater sampling equipment to be installed or methods to be used;
- J. Description of proposed sampling/monitoring locations.

SECTION 4.5. Incomplete Application

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. JEA will notify any user of an incomplete or inaccurate application within thirty (30) days of receipt of submittal.

SECTION 4.6. Application Signatories and Certification

- A. All ~~wastewater~~ discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to JEA prior to or together with any reports to be signed by an Authorized Representative.
- C. A facility determined to be a Non-Significant Categorical Industrial User by JEA pursuant to [Section 1.4](#) ~~EEEEWWRRR~~(34) must annually submit the signed certification statement in [Section 7.14.B](#).

SECTION 4.7. Permit Decisions

JEA will evaluate the data furnished by the user and may require additional information. Within sixty (60) days of receipt of a complete ~~wastewater~~ discharge permit application, JEA will determine whether or not to issue a ~~wastewater~~ discharge permit.

SECTION 4.8 Registration of Non-permitted Users

All users not required to obtain an ~~an wastewater~~ discharge permit shall submit a registration form to JEA as may be required. Such users shall include, but not be limited to:

- A. Facilities that produce a silver rich waste stream, such as photographic and x-ray processing

facilities.

- B. Food service establishments.
- C. Dental facilities

SECTION 5. SIGNIFICANT INDUSTRIAL USER WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

SECTION 5.1. Permit Contents

A ~~wastewater~~ discharge permit shall include such conditions as are deemed reasonably necessary by JEA to prevent pass-through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to ~~JEAWWW~~JEAWRF.

A. ~~Wastewater_D~~ discharge permits shall contain:

- (1) Each ~~wastewater~~ discharge permit will indicate a specific date upon which it will expire. A permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit.
- (2) A statement that the ~~wastewater~~ discharge permit is nontransferable without prior notification to JEA in accordance with Section 5.3 of this regulation, and provisions for furnishing the new owner or operator with a copy of the existing ~~wastewater~~ discharge permit;
- (3) Effluent limits, including Best Management Practices, based on applicable pretreatment standards;
- (4) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the discharge in accordance with ~~s~~Section 7.4D;
- (5) Requirements to control slug discharge, if determined by JEA to be necessary;
- (6) Any grant of the monitoring waiver by JEA (~~s~~Section 7.4D);
- (7) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
- (8) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

B. ~~Wastewater_D~~ discharge permits may contain, but need not be limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of

pollutants discharged to [JEAWWFJEAWRF](#);

- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to [JEAWWFJEAWRF](#);
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (7) A statement that compliance with the ~~wastewater~~ discharge permit does not relieve the user of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the ~~wastewater~~ discharge permit; and conditions as deemed appropriate by JEA to ensure compliance with this regulation, and State and Federal laws, rules, and regulations.

SECTION 5.2. Permit Modifications

JEA may modify a ~~wastewater~~ discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of ~~wastewater~~ discharge permit issuance;
- C. A change in [JEAWWFJEAWRF or potable reuse system](#) that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to [JEAWWFJEAWRF](#), JEA personnel, or the receiving waters;
- E. Violation of any terms or conditions of the ~~wastewater~~ discharge permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the ~~wastewater~~ discharge permit application or in any required reporting;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13; or
- H. To correct typographical or other errors in the ~~wastewater~~ discharge permit.

SECTION 5.3. Permit Transfer

~~Wastewater~~ Discharge permits may be transferred to a new owner or operator only if the existing permittee gives at least thirty (30) days advance notice to JEA and JEA approves the ~~wastewater~~ discharge permit transfer. The notice to JEA must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operation and process;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing ~~wastewater~~ discharge permit.

If either party does not agree to a transfer, the new owner must comply with requirements in Section 4.2 for obtaining a new ~~Wastewater~~ discharge permit.

SECTION 5.4. Permit Revocation

JEA may revoke a ~~wastewater~~ discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify JEA of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to JEA of changed conditions pursuant to Section 7.5 of this regulation;
- C. Misrepresentation or failure to fully disclose all relevant facts in the ~~wastewater~~ discharge permit application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow JEA timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the ~~wastewater~~ discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any pretreatment standard or requirement, or any terms of the ~~wastewater~~ discharge permit or this regulation.

~~Wastewater~~ Discharge permits shall be voidable upon cessation of operations for sixty (60) days or greater, or upon transfer of business ownership. All ~~wastewater~~ discharge permits issued to a particular user are void upon the issuance of a new ~~wastewater~~ discharge permit to that user.

SECTION 5.5. Permit Re-issuance

A user with an expiring ~~wastewater~~ discharge permit shall apply for a discharge permit by submitting a complete permit application, in accordance with Section 4.4, a minimum of one hundred twenty (120) days prior to the expiration of the users existing ~~wastewater~~ discharge permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if: (a) The permittee has submitted a timely and sufficient application for renewal; or (b) JEA is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous permit; and (c) The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.

SECTION 5.6. Regulation of Waste Received from Other Jurisdictions

- A. JEA shall be the permitting authority for any discharge that goes into a JEA WRF or potable reuse system. If another utility contributes wastewater to ~~JEA WRF~~ JEA WRF, JEA shall enter into an agreement with the contributing utility.
- B. Prior to entering into an agreement required by paragraph A, above, JEA shall request the following information from the contributing utility:
 - (1) A description of the quality and volume of wastewater discharged to ~~JEA WRF~~ JEA WRF or potable reuse system by the contributing utility;
 - (2) An inventory of all users located within the contributing utility that are discharging to ~~JEA WRF~~ JEA WRF or potable reuse system; and
 - (3) Such other information JEA may deem necessary to evaluate the wastewater discharge.
- C. An agreement, as required by paragraph A, above, shall contain the following conditions:

- (1) A requirement for the contributing utility to adopt a sewer use regulation which is at least as stringent as this regulation and local limits which are at least as stringent as those set out in Section 2.4 of this regulation. The requirement shall specify that such regulation and limits must be revised as necessary to reflect changes made to JEA's regulation or local limits;
- (2) A requirement for the contributing utility to submit a revised user inventory on at least an annual basis;
- (3) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing utility and which of these activities will be conducted by JEA;
- (4) A requirement for the contributing utility to provide JEA with access to all information that the contributing utility obtains as part of its pretreatment activities;
- (5) Limits on the nature, quality, and volume of the contributing utility's wastewater at the point where it discharges to [JEA WWF/JEAWRF](#);
- (6) Requirements for monitoring the contributing utility's discharge;
- (7) A provision ensuring JEA access to the facilities of users located within the contributing utility's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by JEA;
- (8) A provision specifying remedies available for breach of the terms of the agreement; and
- (9) Establishment of Fees and Charges associated with this agreement.

SECTION 5.7. Permit Appeals Process

- A. The industrial user may petition JEA to reconsider the terms of an individual [wastewater](#) discharge permit within thirty (30) days of its issuance. The appeals process may be used when:
 - (1) An applicant has made three good faith attempts at providing a complete application pursuant to Section 4.4; or
 - (2) JEA denies a permit pursuant to Section 4.7; or
 - (3) A permit applicant or holder disputes a decision by JEA to impose, modify, or add permit limitations or conditions as authorized under Section 5.1 & 5.2.
- B. Procedures for Appeal. All appeals shall follow the procedures outlined in this Section.
 - (1) Failure to submit a petition for review within thirty (30) days of permit issuance for review shall be deemed a waiver of the administrative appeal.
 - (1) Schedule of Hearing. The permit applicant shall appeal to the [Chief Administrative Officer \(CAO\) Vice President](#) to schedule the hearing. Upon receipt of the written request or submission of the disputed issue, the [CAO Vice President](#) shall set a date for an administrative hearing, to be held not more than ninety (90) days after the date of the request or submission. The Office of General Counsel shall provide a hearing officer. The hearing officer may, for just cause shown, extend the time for a hearing to resolve the disputed issues.
 - (2) Presentation of Objections. At the hearing, the applicant [or the applicant's agent or attorney, his agent, or his attorney](#) shall be afforded an opportunity to present, by oral

testimony or documentary evidence, ~~any his~~ objections. JEA may present, by oral testimony or documentary evidence support for or explanation of prior decisions.

- (3) Findings and Recommendations. Within fourteen (14) days after the conclusion of the hearing, the hearing officer shall report ~~their his~~ findings and recommendations to ~~the CAO Vice President~~. The ~~CAO Vice President~~ shall, within thirty (30) days from the date ~~the~~ receives ~~the~~ hearing officer's report ~~is received~~, make his ~~or her~~ decision, based upon the evidence presented at the hearing. If the hearing was held:
- (a) As a result of a request by the permit applicant regarding an incomplete application, the ~~CAO Vice President~~ may decide one of the following:
 - (i) That the application is incomplete and directs the applicant to provide the necessary information.
 - (ii) That the application is complete and directs the Industrial Pretreatment Manager to evaluate the application based upon the information already provided by the applicant.
 - (b) From an appeal by permit applicant concerning a denied permit, the ~~CAO Vice President~~ may decide one of the following:
 - (i) That the permit applicant shall receive a ~~wastewater~~ discharge permit.
 - (ii) That the permit applicant shall not receive a ~~wastewater~~ discharge permit.
 - (iii) That the permit applicant shall resubmit a completed application in accordance with Section 4.4.
 - (c) From an appeal by a permittee disputing a decision by JEA to impose, modify or add permit limitations or conditions as authorized under Section 5.2, the ~~CAO Vice President~~ may decide one of the following:
 - (i) The change requested by the permittee shall be implemented.
 - (ii) The permittee shall receive a permit with stipulations as determined by the ~~CAO Vice President~~.
 - (iii) That the request is denied.

The decision of the ~~CAO Vice President~~, under Section 5.7 B.(3) (a), (b), or (c), shall be final and a copy of the decision shall be furnished to the applicant or permittee and to the Office of the General Counsel.

SECTION 6. DISCHARGES FROM NON-SIGNIFICANT INDUSTRIAL USERS

SECTION 6.1. Notification

JEA will notify a non-significant industrial user, which when in the opinion of JEA, the regulation of such is necessary for the protection of ~~JEA WWF~~ ~~JEA WRF~~. The non-significant industrial user shall submit a completed JEA application for a Non-Significant Industrial Wastewater Discharge Permit within the time period specified by JEA.

SECTION 6.2. Permit Contents

JEA shall issue a Non-Significant Industrial Wastewater Discharge Permit for non-significant users notified under Section 6.1. A permit shall include such conditions as are deemed reasonably necessary by JEA, including but not limited to self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements may include an identification

of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

SECTION 6.3. Hauled Waste

- A. Any haulers of septic tank waste doing business within JEA, if said waste is to be discharged into a ~~JEA~~~~WWF~~~~JEA~~~~WRF~~, shall obtain a Waste Hauler Permit from JEA. If the hauled waste is not classified as septic tank waste, then the user shall comply with the permitting requirements of Section 4.
- B. Any haulers of septic tank waste shall discharge loads only at locations designated by JEA and at such times established by JEA. No load may be discharged without prior consent of JEA. JEA may collect samples of each hauled load to ensure compliance with this regulation. JEA may require the industrial waste haulers to provide a waste analysis of any load prior to discharge. JEA may prohibit the disposal of hauled waste after reviewing the waste analysis and waste-tracking information.
- C. Any haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of each source of waste, and volume and type of waste, and whether such waste are classified as RCRA hazardous.

SECTION 6.4. Annual Compliance Certification

Each non-significant industrial user that has been notified by JEA in accordance with Section 6.1 of this regulation shall submit an annual compliance certification, (unless the user's permit stipulates other reporting requirements), to be completed by an authorized representative of the facility and submitted to JEA annually. The compliance certification may consist of the following:

- A. Annual Report:
The annual report shall contain the following information for the preceding calendar year:
 - (1) Type and description of processes and any applicable wastewater treatment employed at the facility.
 - (2) Estimate of wastewater discharged expressed as average daily flow.
 - (3) Description of any major changes in equipment or changes in operation since the submittal of the last annual report.
 - (4) All wastewater sampling results, if required.
 - (5) Any other information deemed necessary by JEA.
- B. The following certification statement:

"On behalf of [Name of facility], I certify that, as of the date of this certification, this facility is in compliance with the requirements of JEA's Industrial Pretreatment Regulation except as specifically noted below."

SECTION 6.5. Permit Renewal

Duration of the Non-Significant Industrial Wastewater Discharge Permit shall be issued for a specified time period not to exceed five (5) years from the effective date of the permit. A permitted non-significant industrial user with an expiring ~~wastewater~~ discharge permit shall apply for a discharge permit by submitting a complete permit application, as provided by JEA, a minimum of one hundred twenty (120) days prior to the expiration of the user's existing ~~wastewater~~ discharge permit. The terms and conditions of a permit are automatically continued past its expiration date and remain fully enforceable pending issuance of a new permit if; (a) The permittee has submitted a timely and sufficient application for renewal; or (b) JEA is unable, through no fault of the permittee, to issue a new permit before the expiration date of the previous

permit; and (c) The permittee is not in significant noncompliance with the terms and conditions of the previous permit on its expiration date.

SECTION 7. REPORTING REQUIREMENTS

SECTION 7.1. Baseline Monitoring Reports

- A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2) FAC, whichever is later, existing categorical users currently discharging to or scheduled to discharge to [JEAWWFJEAWRF](#) shall submit to JEA a report, which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to JEA a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below.
- (1) Identifying Information. The name and address of the facility, including the name of the operator and owner.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations. A brief description of the nature, average rate of production, and SIC code(s) of the operation(s) carried out by such user. This description should include a schematic process diagram that indicates points of discharge to [JEAWWFJEAWRF](#) from the regulated processes.
 - (4) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to [JEAWWFJEAWRF](#) from regulated process streams and other streams, as necessary, to allow use of the combined waste-stream formula set out in Rule 62-625.410(6) FAC.
 - (5) Measurement of Pollutants.
 - (a) The categorical pretreatment standards applicable to each regulated process.
 - (b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by JEA of regulated pollutants in the discharge from each regulated process. Daily maximum, average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 7.10 of this regulation.
 - (c) Sampling must be performed in accordance with procedures set out in Section 7.11 of this regulation.
 - (6) Certification. A statement, reviewed by the user's authorized representative and certified by a Florida registered professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - (7) Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or operation and maintenance shall be established. The completion date in this schedule shall not be later than the

compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 7.2 of this regulation.

- (8) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with 7.14(A) of this regulation and signed by an Authorized Representative as defined in section 1.4C.

SECTION 7.2. Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 7 of this regulation:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to JEA no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to JEA.

SECTION 7.3. Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into [JEAWWF/JEAWRF](#), any user subject to such pretreatment standards and requirements shall submit to JEA a report containing the information described in Section 7.1(B)(4-6) of this regulation. For users subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4) FAC, this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 4.6 of this regulation.

SECTION 7.4. Periodic Compliance Reports

- A. All significant industrial users shall, at a frequency determined by JEA but in no case less than twice per year, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with BMPs or pollution prevention alternative, the user must submit documentation required by JEA or the pretreatment standard necessary to determine the user's compliance status. All periodic compliance reports must be signed and certified in accordance with Section 4.6 of this regulation.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring

facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by JEA, using the procedures prescribed in Section 7.11 of this regulation, the results of this monitoring shall be included in the report.
- D. JEA may authorize an industrial user subject to a categorical pretreatment standard to forego sampling of a pollutant regulated by a categorical pretreatment standard if the industrial user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the industrial user. This authorization is subject to the following conditions:
 - (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical standard and otherwise includes no process wastewater.
 - (2) The monitoring waiver is valid only for the duration of the effective period of the individual ~~wastewater~~ discharge permit, but in no case longer than 5 years. The user must submit a new request for the waiver before the waiver can be granted for each subsequent individual ~~wastewater~~ discharge permit.
 - (3) In making a demonstration that a pollutant is not present, the industrial user must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
 - (4) The request for a monitoring waiver must be signed in accordance with Section 1.4C, and include the certification statement in ~~s~~Section 7.14C.
 - (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
 - (6) Any grant of the monitoring waiver by JEA must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by JEA for 3 years after expiration of the waiver.
 - (7) Upon approval of the monitoring waiver and revision of the user's permit by JEA, the industrial user must certify on each report with the statement in Section 7.14C below, that there has been no increase in the pollutant in its waste stream due to activities of the industrial user.
 - (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately:

comply with the monitoring requirements of Section 6.4 A, or other more frequent monitoring requirements imposed by JEA, and notify JEA.

- (9) This provision does not supersede certification processes and requirements established in categorical pretreatment standards, except as otherwise specified in the categorical pretreatment standard.

SECTION 7.5. Reports of Changed Conditions

Each user must notify JEA of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

- A. JEA may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a ~~wastewater~~ discharge permit application under Section 4.4 of this regulation.
- B. JEA may issue a ~~wastewater~~ discharge permit under Section 5.1 or 6.2 of this regulation or modify an existing ~~wastewater~~ discharge permit under Section 5.2 of this regulation in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty (20) percent or greater, and the discharge of any previously unreported pollutants.
- D. Significant Industrial Users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 7.6. Reports of Potential Problems

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for ~~JEAWWFJEAWRE~~, the user shall immediately telephone and notify JEA of the incident. This notification shall include the location of the discharge, type of waste, duration, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by JEA, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to ~~JEAWWFJEAWRE~~, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this regulation.
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A,

above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

- D. Significant industrial users are required to notify JEA immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 7.7. Reports from Non-permitted Users

All users not required to obtain a ~~wastewater~~ discharge permit shall provide appropriate reports to JEA as may be required. Such users shall include, but not be limited to:

- A. Facilities that produce a silver rich waste stream, such as photographic or x-ray processing facilities.
- B. Food service establishments.
- C. Dental offices

SECTION 7.8. Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify JEA within twenty-four (24) hours of becoming aware of the violation. The results of sampling which discloses the violation shall be reduced to writing and dated the day the results were known, if the sampling was conducted by the user, or stamped with the date the written analysis was received by the user from a contract laboratory. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to JEA within thirty (30) days after becoming aware of the violation. The user is not required to re-sample if JEA monitors at the user's facility at least once a month, or if JEA samples between the user's initial sampling and when the user receives the results of this sampling.

SECTION 7.9. Notification of the Discharge of Hazardous Waste

- A. Any user who commences the discharge of hazardous waste shall notify [JEAWWFJEAWRF](#), the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into [JEAWWFJEAWRF](#) of a substance which, if otherwise disposed of, would be a hazardous waste under 62-730 FAC. Such notification must include the name of the hazardous waste as set forth in 62-730 FAC, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to [JEAWWFJEAWRF](#), the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste-stream discharged during that calendar month, and an estimation of the mass of constituents in the waste-stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 7.5 of this regulation. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 7.1, 7.3, and 7.4 of this regulation.
- B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in Rule 62-730 FAC. Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in Rule 62-730 FAC,

requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify JEA, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this regulation, a permit issued thereunder, or any applicable Federal or State law.

SECTION 7.10. Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in Rule 62-160 FAC unless otherwise specified in an applicable categorical pretreatment standard. If Rule 62-160 FAC, does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by FDEP.

SECTION 7.11. Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period

A. Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by JEA. Where time-proportional composite sampling or grab sampling is authorized by JEA, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by JEA, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

B. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

C. For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 7.1 and 7.3, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, JEA may authorize a lower minimum. For the reports required by paragraphs Section

7.4 A, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

SECTION 7.12. Timing

Written reports will be deemed to have been submitted on the date received by JEA.

SECTION 7.13. Record-Keeping

Users subject to the reporting requirements of this regulation shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this regulation and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements and documentation associated with BMPs established under ~~s~~Section 2.7. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or JEA, or where the user has been specifically notified of a longer retention period by JEA.

SECTION 7.14 Certification Statements

A. Certification of permit applications, user reports and initial monitoring waiver—The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with Section 4.6; users submitting baseline monitoring reports under Section 7.1 B (6); users submitting reports on compliance with the categorical pretreatment standard deadlines under Section 7.3; users submitting periodic compliance reports required by Section 7.4 A–D, and users submitting an initial request to forego sampling of a pollutant on the basis of Section 7.4D(4). The following certification statement must be signed by an authorized representative as defined in Section 1.4 C:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Annual certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by JEA pursuant to Section 1.4 ~~EEEE~~RRR(4) and 4.6C must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.4 C. This certification must accompany an alternative report required by JEA:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

(a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in Section 1.4 ~~EEEE~~RRR(4);

(b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and (c) the facility never discharged

more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

C. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 7.4 D must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the user.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 7.4.A.

SECTION 7.15. Continuous Monitoring

When a user employs continuous monitoring techniques for pH and maintains such records through use of a chart recorder, the user shall meet the pH prohibitions and limitations specified in Section 2.1 (B) of this regulation and in any categorical standard; except that unintentional and temporary excursions above the upper and lower pH values are allowed so long as:

- A. The total time during which values for pH are outside the prohibition or limitation levels does not exceed eight (8) hours in any calendar month;
- B. No individual excursion exceeds sixty (60) minutes in length; and
- C. No excursion results in or contributes to violations of the prohibition in Section 2.1 (A) and Section 2.1 (B).

In no case shall the discharge have a pH lower than 5.0 except as authorized by JEA. When JEA determines that a sixty (60) minute excursion by any user will or may result in a violation, JEA may establish a shorter allowable duration for that user.

SECTION 8. COMPLIANCE MONITORING

SECTION 8.1. Right of Entry: Inspection and Sampling

JEA shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this regulation and any ~~wastewater~~ discharge permit or order issued hereunder. Users shall allow JEA ready access to all parts of the premises for the purposes of inspection, sampling, records examination, copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with

its security guards so that, upon presentation of suitable identification, JEA will be permitted to enter without delay for the purposes of performing specific responsibilities.

- B. JEA shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- C. JEA may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated regularly to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of JEA and shall not be replaced. The costs of clearing such access shall be born by the user.
- E. Unreasonable delays in allowing JEA access to the user's premises shall be a violation of this regulation.

SECTION 8.2. Search Warrants

In the event JEA has asked for and been refused entry into a place, dwelling, structure or premises, other than a user-occupied family residence, to inspect for compliance with a ~~wastewater~~ discharge permit, an order issued under this directive, or for an illegal discharge to ~~JEA~~~~WRF~~~~JEA~~~~WRF~~, JEA may apply for an inspection warrant pursuant to Section 933.20 et seq., Florida Statutes.

SECTION 9. CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, surveys, ~~wastewater~~ discharge permit applications, ~~wastewater~~ discharge permits, and monitoring programs, and from JEA's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of JEA that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the user furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

SECTION 10. PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

JEA shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by JEA, a list of users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements as defined in Section 1.4, ~~SSSFFFFE~~. The term Significant Noncompliance

shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (C), (D) or (H) of Section 1.4 ~~SSSFFFF~~).

SECTION 11. ADMINISTRATIVE COMPLIANCE REMEDIES

SECTION 11.1 Enforcement Procedures

JEA shall develop and implement procedures to ensure consistent enforcement of violations when JEA finds that a user has violated, or continues to violate, any provision of this regulation, a ~~wastewater~~ discharge permit or order issued hereunder, or any other pretreatment standard or requirement. These procedures shall be developed in accordance with 62-625.500 (2)(d) FAC.

SECTION 11.2. Consent Orders

JEA may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance to ensure a return to compliance. Such orders shall include specific actions to be taken by the user to correct the noncompliance within a specific time.

SECTION 11.3 Show Cause Hearing

- A. JEA may order a user which has violated, or continues to violate, any provision of this regulation, a ~~wastewater~~ discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before JEA and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, and the reasons for such action. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fourteen (14) days prior to the hearing. Such notice may be served on any authorized representative of the user. A Show Cause Hearing shall not be a bar against, or prerequisite for, taking any other action against the user. Any user choosing not to attend the hearing will automatically have their ~~wastewater~~ discharge permit revoked and will discontinue discharging waste to the ~~JEAWWF~~ JEAWRF.
- B. The Office of General Counsel shall provide a hearing officer thoroughly familiar with the applicable JEA directives, and City, State and Federal Ordinances, laws, rules and regulations. Although not required to have formal legal training, the officer must be familiar with the rules governing the administrative process. The officer shall possess the ability to listen attentively to persons giving testimony, be able to exercise mature judgment and tact, and be able to communicate clearly and concisely, orally and in writing. The hearing officer, for just cause shown may extend the time for a hearing.
 - (1) At the hearing, the user, ~~or the user's his~~ agent or ~~his~~ attorney shall be afforded an opportunity to present, by oral testimony or documentary evidence, its defenses to the alleged violation(s), proposed modification(s) or proposed suspension or revocation. The JEA may present, by oral testimony or documents, evidence of the alleged violations, and support for proposed actions as the case may be.
 - (2) The hearing officer shall report his findings and recommendations to the ~~CAOVice President~~, within fourteen (14) days after the close of the proceedings.
 - (3) Within thirty (30) days from the date the ~~Vice President, receives the~~ hearing officer's report ~~is received~~, the CAO shall issue his decision. The CAOVice President may decide one of the following:

- (a) That the proposed enforcement action against the user as proposed by the Industrial Pretreatment Manager or as amended by the CAO Vice President, will stand.
- (b) That the proposed enforcement action against the user is not warranted and the user will be allowed to continue the existing operations.
- (4) The decision of the CAO Vice President, shall be final and a copy of the decision shall be furnished to the user, the Industrial Pretreatment Manager and the Office of General Counsel.

SECTION 11.4. Compliance Orders

When JEA finds that a user has violated, or continues to violate, any provision of this regulation, a ~~wastewater~~ discharge permit or order issued hereunder, or any other pretreatment standard or requirement, JEA may issue an order to the user directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user. Unless the user's non-compliance with the order constitutes grounds for emergency suspension or termination of service as provided in Section 11 and 12, the user will be notified of the proposed suspension or termination before hand, and offered an opportunity to show cause why the proposed action should not be taken. The Show Cause Hearing shall be conducted as provided in Section 11.3.

SECTION 11.5. Emergency Suspensions

JEA may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. JEA may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of JEAWWFJEAWRF, or which presents, or may present, an endangerment to the environment.

- A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, JEA may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to JEAWWFJEAWRF, its receiving stream, or endangerment to any individuals. JEA may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of JEA that the period of endangerment has passed, unless the termination proceedings in Section 11.6 of this regulation are initiated against the user.
- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to JEA prior to resuming discharge, and prior to the date of any Show Cause Hearing under Section 11.3 of this regulation.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

SECTION 11.6. Termination of Discharge

In addition to the provisions in Section 5.4 of this regulation, any user who violates the following conditions is subject to discharge termination:

- A. Violation of ~~wastewater~~ discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
- E. Violation of the pretreatment standards in Section 2 of this regulation; or
- F. Failure to pay assessed fines and penalties within the time prescribed.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 11.3 of this regulation why the proposed action should not be taken. Exercise of this option by JEA shall not be a bar to, or a prerequisite for, taking any other action against the user.

SECTION 11.7. Civil Penalties

- A. A user who has violated or continues to violate, any provision of this regulation, a ~~wastewater~~ discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to JEA for a maximum civil penalty of \$2,000 per violation, per day as authorized in Chapter 99-458, Laws of Florida. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. Civil penalties may be assessed by:
 - (1) Judicial process in a civil action filed in the name of JEA, in a court of competent jurisdiction: or,
 - (2) Administrative proceedings. Whenever JEA seeks to administratively impose a civil penalty the user, person or entity whose substantial interest is at stake, shall irrevocably elect either:
 - (a) the procedures described in Section 120.569 and Section 120.570, Florida Statutes, as amended, including, when requested, the employment of administrative law judges of the Florida Division of Administrative Hearings to preside over disputed cases; or
 - (b) the alternate dispute resolution procedures described in Section 11.8

A civil penalty assessed in a final order following an administrative hearing or determined in the alternate dispute resolution may be recovered in a civil action filed in the name of JEA.

- C. JEA may recover reasonable attorneys' fees, court and/or administrative hearing costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages JEA incurs.
- D. In determining the amount of civil liability, all relevant circumstances shall be taken into account, including, but not limited to, the extent of harm caused by the violation, an

economic benefit gained through the user's violation, corrective actions by the user, the user's compliance history, and any other factors as justice requires.

- E. Assessing civil penalties, judicially or administratively, shall not be a bar against, or a prerequisite for, taking any other action against a user.

SECTION 11.8. Alternate Dispute Resolution

Whenever alternate dispute resolution pursuant to Section 11.7.B(2)(b) is elected, such election shall be non-revocable and shall proceed as follows:

- A. To engage this alternate dispute resolution procedure and reject Section 11.3 procedures, in relation to civil penalties the user must notify JEA of its election within 14 days after receiving notice of JEA's intent to assess a civil penalty under Section 11.7. The user's election shall be communicated in writing to the Vice President.
- B. JEA shall maintain a list of attorneys, certified as arbitrators by the United States District Court, Jacksonville Division, pursuant to Rule 8, Court Annexed Arbitration, who are willing to serve in JEA alternate dispute resolution proceedings. Any willing attorney on the list is qualified to conduct proceedings under this subsection. Users may proffer additional willing arbitrator candidates for the list, provided the nominee has been certified as an arbitrator by the United States District Court, Jacksonville Division. User's candidates shall not be nominated for any particular hearing, but qualifying nominees shall be added to the list maintained by JEA, which shall be kept in alphabetical order. Only persons on the list may preside over hearings conducted hereunder.
- C. Within five (5) days after receiving a copy of the presider's list, JEA and the user shall confer to select the presiding officer. A single presider shall be selected from the list, which each party to the proceeding, beginning with the user, striking unacceptable candidates. If none of the presiders are acceptable to both parties, JEA may agree to seek other candidates, or withdraw the administrative civil penalty assessment and proceed to file a civil action in a court of competent jurisdiction.
- D. In each proceeding, the presider shall take an oath or affirmation to fairly apply the laws and regulation applicable to the proceeding; disavow any interest, pecuniary or otherwise, in the outcome; and disavow any interest or relationship with the parties, other than a customer relationship with JEA. A presider may be disqualified for bias or prejudice as provided in 28 U.S.C. Section 144 and shall disqualify himself or herself in any proceeding if they were a justice, judge, or magistrate judge governed by 28 U.S.C. Section 445.
- E. Immediately upon selecting a mutually agreeable presider, the parties shall confer with the designee of the ~~CAO Vice President, JEA~~ to schedule the hearing with the presider. The hearing shall be scheduled no less than twenty (20) days and no more than ninety (90) days after the selection of the presider.
- F. At least ten (10) days before the hearing, JEA and the user shall furnish the other party a list of witnesses, if any, and copies or photographs of all exhibits to be offered at the hearing. The presider may refuse to consider any witnesses or exhibits that have not been so disclosed.
- G. A user or its representative shall attend the hearing unless excused beforehand by the presider for good cause shown. The hearing shall be conducted informally. The Florida Rules of Civil Procedure shall be a guide, but shall not be binding. The presentation of testimony shall be minimized, and cases shall be presented to the presider primarily through the statements and arguments of the parties or their counsel.

- H. Any party may arrange to have a recording and transcript made of the hearing at its own expense.
- I. The presider shall issue a decision within three (3) days after the hearing, which shall be filed with the ~~CAO Vice President~~, and shall be mailed and sent by other expeditious means to the parties or legal representatives. The costs of the presider shall be borne by the non-prevailing party.
- J. Review by writ of certiorari lies with the circuit court for Duval County; if, however, an application for a writ of certiorari is filed within thirty (30) days after the presider's order is filed with the ~~CAO Vice President~~. Thereafter, the matter shall be final and conclusive, no appeal or writ shall lie, and the decision of the presider may be implemented by JEA and/or judicially enforced by either party.

SECTION 11.9. Remedies Nonexclusive

The remedies provided in this regulation are not exclusive. JEA may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with JEA's enforcement procedures. However, JEA may take other action against any user when the circumstances warrant. Further, JEA is empowered to take more than one enforcement action against any non-compliant user.

SECTION 12. JUDICIAL ENFORCEMENT REMEDIES

SECTION 12.1. Injunctive Relief

When JEA finds that a user has violated, or continues to violate, any provision of this regulation, a ~~wastewater~~ discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, JEA is authorized to apply for an injunction to the Circuit Court as appropriate, which restrains or compels the specific performance of the ~~wastewater~~ discharge permit, order, or other requirement imposed by this regulation on activities of the user. JEA may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

SECTION 12.2. Civil Penalties Authority of Other Agencies

JEA may request that the City of Jacksonville assess civil penalties against violators pursuant to Section 750.101, Jacksonville Ordinance Code. JEA may also refer enforcement to appropriate state and federal regulatory authorities for civil penalty assessment. JEA's request that City of Jacksonville, or any state or federal regulatory agency, exercise enforcement jurisdiction or their civil penalty authority, is not subject to the user's election rights under Section 11.7.B.2

SECTION 12.3. Criminal Prosecution

As prescribed under Section 750.102, Jacksonville Ordinance Code, a person is guilty of a Class D offense who:

- A. Violates an effluent standard or limitation;
- B. Violates the terms or conditions of a ~~wastewater~~ discharge permit;
- C. Refuses to complete a filing or report requirement; or
- D. Refuses to perform or properly report a required monitoring.

Each separate violation constitutes a separate offense and each day upon which a violation occurs continues to be deemed a separate offense. JEA may also refer enforcement to appropriate state and federal regulatory authorities for criminal prosecution.

SECTION 12.4. Remedies Nonexclusive

The remedies provided in this regulation are not exclusive. JEA may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with JEA's enforcement procedures. However, JEA may take other action against any user when the circumstances warrant. Further, JEA is empowered to take more than one enforcement action against any non-compliant user.

SECTION 13. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

SECTION 13.1. Upset

- A. For the purposes of this section, "upset," means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (C), below, are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and the user can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The user has submitted the following information to JEA within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days]:
 - (a) A description of the indirect discharge and cause of noncompliance;
 - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - (d) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
 - (e) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
 - (f) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or failed.

SECTION 13.2. Prohibited Discharge Standards

All users shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.1(A) of this regulation or the specific prohibitions in Sections 2.1(B)(3) through 2.1(B)(21), except 2.1 (B) (11), of this regulation if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass-through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when JEA was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

SECTION 13.3. Bypass

- A. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subparagraphs (B) and (C) of this section.
- B. Notice of Bypass
 - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to JEA, at least ten (10) days before the date of the bypass, if possible.
 - (2) A user shall submit oral notice to JEA of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. JEA may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- C. Exceptions to Bypass
 - (1) Bypass is prohibited, and JEA may take an enforcement action against a user for a bypass, unless
 - (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (c) The user submitted notices as required under paragraph (B) of this section.
 - (2) JEA may approve an anticipated bypass, after considering its adverse effects, if JEA determines that it will meet the three conditions listed in paragraph (C)(1) of this section.

SECTION 14. INDUSTRIAL PRETREATMENT RATES, FEES, AND CHARGES

All users shall pay the sewer use charges and capital improvement surcharges authorized by JEA. Industrial users who discharge wastewater containing COD, or TSS in excess of the concentrations of those substances in normal wastewater may be subject to extra strength surcharges as established by JEA. Charges or fees to provide for the recovery of costs

associated with implementation and enforcement of this regulation shall be by JEA. These fees shall be in addition to the normal sewer use charges. Charges and fees may include:

- A. Fees for monitoring, inspection and surveillance;
- B. Fees for laboratory analyses;
- C. Fees for permit applications;
- D. Appeal fees;
- E. Charges for emergency actions or repairs; and

SECTION 15. EFFECTIVE DATE

This regulation shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

**JEA
INDUSTRIAL PRETREATMENT REGULATION
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Appendix A Local Limits

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following:

Maximum Allowable Discharge Limits

POLLUTANTS	BUCKMAN ST WRWF	DISTRICT II WRWF	SOUTHWEST WRWF	ARLINGTON EAST WRWF	MANDARIN WRWF	BLACKS FORD WRE
Cadmium (mg/l)	1.20	1.20	1.20	1.20	1.20	1.20
Chromium (mg/l)	10.00	10.00	10.00	10.00	10.00	10.00
Copper (mg/l)	3.38	0.82 ⁽¹⁾	none	3.38	3.38	3.38
Cyanide (mg/l)	3.38	3.38	3.38	3.38	3.38	3.38
Lead (mg/l)	1.40	0.70	1.90	1.17	1.90	1.90
Mercury (mg/l)	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006 ⁽¹⁾	0.006⁽¹⁾
Molybdenum (mg/l)	2.66 ⁽¹⁾	0.741 lb/day ^{(1) (2)}	none	none	none	none
Nickel (mg/l)	3.98 ⁽¹⁾	3.98	3.98	3.98	3.98	3.98
Silver (mg/l)	0.43	0.43	0.43	0.43	0.43	0.43
Ultraviolet Transmittance (minimum %)	Individual permit BMP^(3&4)	Individual permit BMP^(3&4)	Individual permit BMP^(3&4)	Individual permit BMP^(3&4)	Individual permit BMP^(3&4)	Individual permit BMP^(3&4)
Zinc (mg/l)	2.61	2.61	2.61	2.61	2.61	2.61
<p>(1) Limits for contributory users only. Industrial user will be notified by JEA regarding its status as a contributory user.</p> <p>(1)</p> <p>(2) Limitations applied in IU permits as determined by JEA.</p> <p>(3) Discharges shall not cause interference, bypass, or substantially decrease efficiency of the domestic wastewater facility, including the effectiveness of the disinfection processes. Permitted discharges shall comply with the "JEA BMP for Ultraviolet Light Transmittance-Reducing Discharges" as developed in any corresponding industrial user individual wastewater discharge permit. However, in no case shall an industrial user discharge reduced ultraviolet transmittance below 60% as monitored for the performance of the ultraviolet disinfection system for the receiving domestic wastewater facility.</p> <p>(2)(4) Where the receiving domestic wastewater facility's permit does not specify a disinfection system ultraviolet light transmittance performance limit, in no case shall an industrial user discharge reduce ultraviolet transmittance below the threshold necessary for the permitted performance requirements for the ultraviolet disinfection system for the receiving domestic wastewater facility.</p>						

The above limits apply at the point where the wastewater is discharged to [JEAWWF/JEAWRF](#). All concentrations for metallic substances are for "total" metal unless indicated otherwise. JEA may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

JEA Board Agenda

MEMORANDUM



Procurement Code Update

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Board of Directors vote to approve the revisions to the JEA Procurement Code.

Consent Agenda Item: Yes No

Presenter: Jenny McCollum, Director, Procurement Services

Chief: Ted Phillips, Chief Financial Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis:

This request is submitted in accordance with Section 21.09 of the JEA Charter, seeking Board approval of the proposed updates to the JEA Procurement Code, following the completion of the required biannual review as outlined in Article 21 of the Charter.

The majority of the proposed revisions serve to clarify existing processes and procedures.

Notably, the most significant change grants JEA the authority to make direct purchases of equipment, materials, and supplies for projects, enabling the organization to realize tax savings in compliance with Florida Statute §212.08(6) and Rule 12A-1.094.

Financial Impact: N/A

Committee/Board Meeting/Workshop & Date Presented: N/A

Appendix:

Resolution 2025-30
 Redline Version - Amended and Restated JEA Procurement Code
 Clean Version - Amended and Restated JEA Procurement Code



BOARD RESOLUTION: 2025-30

May 27, 2025

A RESOLUTION OF THE JEA BOARD OF DIRECTORS APPROVING REVISIONS TO THE JEA PROCUREMENT CODE

WHEREAS, the JEA Procurement Code was adopted via a JEA Board resolution in 1996 as a comprehensive purchasing code for use in governing all JEA purchases and related administrative activities. The Procurement Code provides a solid foundation for JEA's procurement activities and has been amended over the years to remain current with industry best practices; and

WHEREAS, the JEA Chief Procurement Officer is responsible for updating JEA's Procurement Code and ensuring it is in compliance with all applicable laws and regulations; and

WHEREAS, the last biennial review of the Procurement Code was conducted in 2023 in accordance with Section 21.09 of the JEA Charter; and

WHEREAS, the last Procurement Code revision was made in 2024 where the JEA Board of Directors directed revisions to the Procurement Code regarding the delegation of authority for contracts exceeding \$50,000,000.00; and

WHEREAS, the Procurement Code revisions follow the completion of the 2025 biennial review in accordance with Article 21-JEA Charter; and

WHEREAS, in accordance with the requirements of Section 21.09 of JEA's Charter, the revised Procurement Code is required to be approved by the Board of Directors.

BE IT RESOLVED by the JEA Board of Directors that:

1. The Board of Directors grants JEA approval for the revisions to the JEA Procurement Code.
2. To the extent there are typographical, clerical, or administrative errors that do not change the tone, tenor, or context of this resolution, such errors may be revised without subsequent approval by the JEA Board of Directors.
3. This resolution shall be effective immediately upon passage.

Dated this 27th day of May 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Amended and Restated JEA Procurement Code

Effective May __, 2025

Revisions:

2025

2024

2023

2021

2020

2016

2015

2011

2004

1997

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DEFINITIONS

Addendum means a document issued by JEA which modifies a Solicitation.

Appeal shall have the meaning set forth in Section 4-106 of this Code.

Award means the written approval of the JEA Awards Committee with the written concurrence of the Chief Executive Officer that a Formal Purchase will be in accordance with this Code and the best interest of JEA.

Awards Committee means the body appointed by the Chief Executive Officer in accordance with Section 2-1068 of this Code.

Best and Final Offer or *BAFO* means a Vendor's final offer following the conclusion of contract negotiations in connection with an Invitation to Negotiate.

Bid means a Vendor's offer to provide Services or Supplies in response to an Invitation for Bid.

Bidder means a Vendor submitting a Bid in response to an Invitation for Bid.

Business Day is any day except any Saturday, any Sunday or any holiday observed by JEA's Procurement office.

Capital Project means a major, non-recurring, capital expenditure for the construction, expansion, purchase, or major repair/replacement of buildings, systems, facilities, or other physical structure or property.

CCNA means the Consultants' Competitive Negotiations Act per section 287.055, Florida Statutes.

Chief Procurement Officer or *CPO* means the person holding the position appointed in accordance with Section 2-103 of this Code.

Code means this Amended and Restated JEA Procurement Code.

Construction means the process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Construction Management Entity means a licensed general contractor or a licensed building contractor, as defined in Section 489.105, Florida Statutes, as amended, who coordinates and supervises a Construction project from the conceptual development stage through final Construction, including the scheduling, selection, contracting with, and directing of specialty trade contractors, and the value engineering of a project.

Construction Manager at Risk or *CMAR* shall have the meaning set forth in Section 3-109 of this Code.

Consultants' Competitive Negotiation Act or *CCNA* means Section 287.055, Florida Statutes, as amended, relating to the Procurement of certain architectural, engineering, landscape architectural, and mapping and surveying Services.

Contract means all types of agreements for the Procurement of Supplies or Services, regardless of what these agreements may be called, and shall include, but not be limited to, a Purchase Order issued by JEA and accepted by a Vendor.

Contract Amendment means a written amendment executed after the execution of the Contract formalizing any revisions to the Contract.

Collaborative Procurement means a Procurement undertaken by JEA in accordance with Section 3-115 of this Code.

Data means recorded information, regardless of form or characteristic.

Design-Build Contract means a single Contract with a Design-Build Firm for the design and Construction of a Construction project as defined in CCNA.

Designee means the individual who has been delegated authority by this Code and/or the Delegation of Authority and Responsibility Policy approved by the JEA Board to conduct specific activities, tasks, duties, and responsibilities normally performed by a person holding a superior position.

Determination means a finding or decision by JEA made in the course of the process of procuring Supplies or Services under this Code.

Directives means the procurement policies and procedures, and approvals, applicable to each exempt category of Supplies and Services pursuant to Section 2-102 of the Code.

Emergency shall have the meaning set forth in Section 3-113 of this Code.

Evaluation Team shall mean the individuals who are designated to review and score, if applicable, Bids, Proposals, or Responses to a Solicitation or replies to a Request for Quotes, or other procurement.

Ex Parte Communication has the meaning set forth in Section 1-107 of this Code.

Florida's Open Meetings Laws means the laws found in Chapter 286, Florida Statutes, as amended.

Formal Purchase shall have the meaning set forth in Section 3-101 of this Code.

Governmental Entity means any state or territory of the United States, or any county, city, town or other subdivision of any state or territory of the United States, or any public agency, public authority, educational, health, or other institution of such subdivision.

Informal Purchase shall have the meaning set forth in Section 3-102 of this Code.

Intent to Award means JEA's announcement via an email, posting of the Awards Committee agenda, or issuance of an Addendum stating its intent to award a Formal or Informal Contract.

Invitation for Bid or *IFB* means a type of Solicitation requesting price offers and qualification information for defined Supplies or Services.

Invitation to Negotiate or *ITN* means a type of Solicitation requesting competitive sealed replies with the intent to select one or more Vendors with which to commence negotiations for the procurement of Supplies or Services, and usually concluding with a Best and Final Offer from Respondents.

Irregularity means any change or omission in a Solicitation or offer (Bid, Proposal, Response) that does not have an adverse effect on JEA's best interest and does not affect the outcome of the Procurement process by giving a Bidder, Proposer, or Respondent an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

JEA means that body politic and corporate created and established in Article 21 of the Charter of the City of Jacksonville.

JEA Board means the members of the JEA appointed to serve as provided by Section 21.03 of the JEA Charter.

JEA Charter means Article 21 of the Charter of the City of Jacksonville, as amended from time to time.

Letter of Credit means a commitment, usually made by a commercial bank, to honor demands for payment of an obligation upon compliance with conditions and/or the occurrence of certain events specified under

the terms of the commitment.

Office of General Counsel means the City of Jacksonville's Office of the General Counsel.

Operational Procedures means the written process and procedures applicable to JEA Procurements and Procurement activities that have been promulgated in accordance with this Code.

Operations and Maintenance (O&M) means those services and activities necessary to ensure JEA's facilities' reliability, safety, and efficiency, including routine operations, routine repairs, and routine maintenance of infrastructure, equipment, systems, and related facilities.

Organizational Element means any subdivision of JEA —(for example, a team, area, activity, department, group, business unit). — that utilizes Supplies or Services procured under this Code.

Organizational Element Manager means the person designated by the Chief Executive Officer to have responsibility for Procurement policies and procedures for certain categories of Supplies and Services under Section 2-102 of this Code, in addition to other duties and responsibilities as set forth in this Code and the Operational Procedures.

Pre-Source Selection Methods means the pre-source selection methods described in Section 3-103 of this Code.

Pilot Project shall have the meaning set forth in Section 3-118 of this Code.

Post, Posting or Posted means placing documents or information on JEA's centralized internet website in the manner and location in which similar documents or information are typically posted.

Procurement means purchasing, renting, leasing, or otherwise acquiring; or selling, renting, leasing or otherwise disposing of any Supplies or Services, including, but not limited to, all functions that pertain to such activities – e.g., description of requirements, selection and solicitation of sources, and preparation and Award.

Procurement Appeals Board means the body comprised of at least three members as designated in this Code to hear Appeals regarding Procurement actions in accordance with Article 4 of this Code.

Professional Services shall have the meaning set forth in the CCNA.

Project Manager or JEA Project Manager shall have the meaning set forth in Section 3-122.

Proposer means a Vendor submitting a Proposal in response to a Request for Proposals.

Proposal means a Vendor's submittal of its offer in response to a Request for Proposals.

Protest shall have the meaning set forth in Section 4-101 of this Code.

Protestant means a Vendor who files a timely and proper Protest in accordance with Article 4 of this Code.

Purchase Order means a document issued by JEA requesting that a Vendor provide specified Supplies and Services to JEA and may contain additional terms and conditions related to the provision of such Supplies and Services.

Real Estate means land, including buildings and improvements, its natural assets, easements or a permanent interest therein.

Request for Information has the meaning set forth in Section 3-103 of this Code.

Request for Proposals means a type of competitive Solicitation requesting offers that includes qualifications, methods or other information, and may or may not include price, in the form of a Proposal.

Request for Qualifications or RFQ has the meaning set forth in Section 3-103 of this Code.

Response means a Vendor's submittal of its qualifications and price to in response to an ITN or other

Solicitation.

Respondent means a Vendor submitting a Response to an ITN or other Solicitation.

Responsible Bidder (or Responsible Proposer or Responsible Respondent) means a Vendor that, in the Chief Procurement Officer's Determination, has the business judgment, experience, facilities and capability in all respects to perform fully the Solicitation requirements, and the integrity and reliability that will assure good faith performance.

Responsive Bidder (or Proposer or Respondent) means a Vendor that, in the Chief Procurement Officer's Determination, has submitted a Bid, Response or Proposal that conforms in all material respects to a Solicitation.

Reverse Auction means a type of auction in which sellers bid for the prices at which they are willing to sell their Supplies or Services.

Services means the furnishing of labor, time or effort by a Vendor, and includes, but is not limited to, work performed on Construction projects and the receipt, delivery and transmission of electric power, fuel, by- products or thermal energy, work customarily rendered by attorneys, certified public accountants, insurance agents, financial advisors, personnel consultants, health care providers and consultants, systems consultants, software or technology consultants, temporary staffing providers, and management consultants, and administrative, maintenance, repair, installation and other technical services. This term shall not include employment agreements or collective bargaining agreements.

Single Source has the meaning set forth in Section 3-112 of this Code.

Solicitation means a document (which may be electronic) issued by JEA for the Formal Purchase of Supplies, or Services.

Source Selection means the type of Solicitation advertised or Procurement method JEA utilizes to obtain responses from Vendors to provide Services or Supplies (e.g., Invitation for Bids, Request for Proposals, Invitation to Negotiate)

Specifications means any description of the physical or functional characteristics, or of the nature of an item of Supply or Service. It may include a description of any requirement for inspecting or testing an item of Supply or Service or preparing such item for delivery. Also commonly referred to as Technical Specifications.

Supplies means all property, including but not limited to, equipment, materials, repair parts, consumables, tools, printing, and leases of real property.

Utility Industry Partner means a publicly-owned or privately-owned utility, utility industry trade association; exempt wholesale generator; co-generator or small power producer, or other entity whose business purpose is the generation or transmission or distribution or the promotion of the efficient use of electricity or water, approved by the Chief Procurement Officer, with whom JEA may legally engage in a Collaborative Procurement provided in Section 3-115 of this Code or a Joint Project as provided in Section 3-116 of this Code.

Vendor means any person or legal entity that provides, agrees to provide, or is interested in providing, Supplies or Services to JEA.

ARTICLE 1- GENERAL PROVISIONS

1-101 Purposes, Rules of Construction

- (1) *Interpretation.* This Code shall be construed to be consistent with the guiding principles and to

promote its underlying purposes and policies set forth in this Section 1-101.

(2) *Guiding Principles.* This Code shall at all times be subject to the provisions of the JEA Charter found in Article 21 (JEA), Charter of the City of Jacksonville and the following guiding principles:

(a) *Open and Fair Competition.* To the greatest extent reasonably possible, JEA shall use fair, competitive, and generally accepted government Procurement methods that seek to encourage the most competition and best price for the purchase of supplies, construction, professional and other contractual services. JEA should adhere to all applicable state procurement laws, including but not limited to laws governing the purchase of construction services and professional design services.

(b) *Transparency in Procurement processes.* This Code and all Procurement policies, Operational Procedures, rules, directives, standards, and other procurement governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view. All records of JEA Procurement activities shall be subject to disclosure under Florida's public records laws, including, but not limited to those laws codified in Section 119, Florida Statutes, as amended.

(c) *Use of certain agreements.* The use of confidentiality, nondisclosure or similar agreements by government agencies are contrary to open and transparent government. Except regarding information or records deemed by JEA to be confidential or exempt information or records by law, JEA should not enter into confidentiality or nondisclosure agreements with third parties and should use confidentiality, nondisclosure or similar agreements sparingly in the conduct and operation of its Procurement activities. Additionally, JEA shall not require a member, officer or employee to maintain the confidentiality of information or records that is not confidential or exempt by law.

(3) *Purposes and Policies.* The underlying purposes and policies of this Code are:

(a) to provide for increased public confidence and consistency in the procedures followed in JEA Procurement;

(b) to ensure the fair and equitable treatment of all persons who deal with the JEA Procurement system;

(c) to maximize, to the fullest extent practicable, the purchasing value of JEA funds;

(d) to foster effective, broad-based competition among vendors purchasing good and services from JEA;

(e) to provide safeguards for the maintenance of the quality and integrity of the JEA Procurement system, and

(f) to ensure JEA's Procurement activities comply with all applicable Florida Statutes.

(4) *Singular-Plural and Gender Rules.* In this Code, unless the context requires otherwise, words in the singular include the plural, and those in the plural include the singular.

(5) *Use of Capitals in Text.* Capitalized terms used in this Code shall have the meanings given to them in the Definitions section of this Code.

(6) *Job Titles.* If a JEA job title used in this Code is changed in the future due to JEA organizational changes, this Code shall be construed by substituting the appropriate successor job title.

(7) *Interpretation:* Where the word "shall" is used, it connotes a mandatory requirement. Where the word "may" is used, it connotes a permissive requirement.

1-102 Application of this Code

(1) *General Application.* This Code applies to Procurement activities conducted by JEA and repeals and replaces all previously adopted versions of the JEA Procurement Code. Notwithstanding the foregoing, nothing herein shall affect the validity of Procurement activities conducted in compliance with the version of the Code in effect at the time such activities were conducted.

(2) *Application to JEA Procurement.* This Code shall apply to all expenditures of public funds under Contract by JEA, irrespective of their source. It shall also apply to the sale or other disposal of JEA property and Supplies. Notwithstanding the foregoing, this Code shall not apply to the acquisition or disposal of Real Estate by JEA.

(3) *Application of City of Jacksonville Procurement Code.* If the Code is silent on a specific procurement procedures, JEA may defer to the City of Jacksonville Code where addressed.

1-103 Determinations

Written Determinations required by this Code shall be retained in the appropriate official Procurement or Contract file maintained in accordance with Operational Procedures.

1-104 Policy of Continuous Improvement

Suggestions for Improvements. The JEA Board intends for this Code to be a dynamic document comprising the best available public sector Procurement practices. To this end, the Chief Executive Officer encourages employees of JEA and others who deal with the JEA Procurement system to submit to the Chief Procurement Officer any ideas or suggestions for improvements to this Code.

1-105 Jacksonville Small Emerging Business (JSEB) Program; Minority Business Enterprises

JEA shall adhere to the City of Jacksonville's Small Emerging Business (JSEB) Program, or successor city program, in its Procurement procedures. Subject to applicable federal, state and local laws, with the JEA Board's approval, JEA is authorized to implement and to take all actions necessary to administer a race-conscious purchasing and Procurement program to remedy the present effects of past discrimination by JEA, if any, in the awarding of Contracts. Any such race-conscious program implemented by JEA to remedy the present effects of past discrimination by JEA, if any, in the awarding of Contracts must be supported by evidence and based on the required criteria and standards as set forth in applicable federal and state laws.

1-106 General Counsel of the City of Jacksonville; Engagement of Legal Services

The General Counsel of the City of Jacksonville has the responsibility for providing all legal Services to JEA, including, but not limited to, legal Services relating to Procurement matters. The General Counsel may employ, supervise and terminate assistant counsels to assist with the efficient provision of legal Services for JEA. The General Counsel may authorize JEA to engage outside counsel upon certification by the General Counsel of compliance with the City of Jacksonville's Charter and JEA's authority, and a written finding of necessity by the General Counsel. The General Counsel shall consult with JEA before the General Counsel selects outside counsel. The provision of all outside legal Services to JEA shall be in accordance with the terms of an engagement letter authorized and approved by the General Counsel, including, but not limited to, the scope of the services provided and the maximum indebtedness of JEA's obligations in connection with the engagement.

The provision of legal Services as contemplated by this Section 1-106 shall include all legal related services, e.g., court reporters, expert consultants or witnesses, and Real Estate property appraisers. Legal counsel engaged by JEA shall have the authority to engage such related legal Services only to the extent that the vendor of such related legal Services and the maximum indebtedness of JEA's obligations in connection with such services is approved in by the General Counsel and described in the engagement letter for such legal counsel. The engagement of related legal Services by outside counsel shall not be used as a means to circumvent the competitive bidding requirements or any other provisions of this Code.

1-107 Ex Parte Communication Prohibited

Adherence to procedures that ensure a fair open and impartial Procurement process is essential to the maintenance of public confidence in the value and soundness of the important process of public Procurement. Therefore, except as provided in subsection (3) of this Section 1-107, employees, agents and all other representatives of a Vendor shall be strictly prohibited from communicating, directly or indirectly, with any of the JEA representatives described in subsection (1) below during a period described in subsection (2) below.

(1) *Persons covered.* The prohibitions of this Section 1-107 shall apply to all JEA Board members, employees, agents, and other representatives if such persons are involved in JEA's Procurement process or have any decision-making authority with respect to the evaluation and award of a Formal or Informal Purchase.

(2) *Periods.* Ex Parte Communications are prohibited during the following periods:

(a) from the advertisement of a Solicitation through the Award of a Contract or cancellation of the Solicitation prior to Award;

(b) from the initiation of a request for an Informal Purchase through award of a Purchase Order, Contract, or cancellation of the Procurement prior to award; and

(c) from the initiation of a Protest through final resolution of such Protest under this Code.

(3) *Exclusions.* This Section 1-107 shall not prohibit:

(a) communications concerning process and questions regarding a Solicitation addressed to the JEA Procurement staff member designated in a Solicitation to answer questions about the Solicitation, including, but not limited to, communications initiated by such staff member in order to clarify aspects of a Bid, Proposal or Response;

(b) communications during public meetings held in accordance with Florida's Open Meetings Laws,

for the purpose of discussing a Solicitation or an evaluation or selection process including, but not limited to, substantive aspects of the Solicitation document. (Such public meetings may include, but are not limited to, pre-Bid, pre-Proposal or pre-Response meetings, site visits to JEA's or a Vendor's facilities, interviews or negotiation sessions as part of the selection process, meetings involving the review, evaluation, and scoring of Bids, Proposals, or Responses to solicitations, Award Committee meetings, and other presentations by Bidders, Proposers, or Respondents. Exempted communications at such public meetings shall be limited to those consistent with the advertised purpose of the meeting and shall be communicated in a manner which can be heard by all those present at the meeting.);

(c) communications during negotiation sessions with Vendors to the extent exempt under Section 286.0113(2), Florida Statutes, as amended;

(d) Procurement Appeals Board meetings advertised and conducted pursuant to Florida's Open Meetings Laws;

(e)-contact by a Vendor currently under Contract with JEA, but only regarding work under that Contract and unrelated to the Solicitation or Protest currently in process; or

(f)-communications between a Vendor and the Chief Procurement Officer, or JEA's legal counsel in accordance with the requirements of Article 54 of this Code.

(4) Violation of this Section 1-107 by a Vendor or any of its employees, agents or other representatives may be grounds for any one or more of the following: (i) disqualification of the Vendor from eligibility for an Award; (ii) rescission of any Award to the Vendor; (iii) termination of any Contract with the Vendor; or (iv) a decision to suspend or debar the Vendor.

1-108 Retention of Procurement Records

All Procurement records shall be retained, made available, and disposed of in accordance with the requirements of all applicable laws, including but not limited to Chapter 119, Florida Statutes (Florida's Public Records Laws), as amended, and the rules and regulations promulgated by the Division of Library and Information Services of the Florida Department of State.

1-109 Collection of Data Concerning JEA Procurement; Annual Vendor Survey

The Chief Procurement Officer shall prepare and maintain statistical Data concerning the Procurement, usage, and disposition of all Supplies and Services, except for Procurements exempt under Section 2-102 of this Code and not procured under a process overseen by the Chief Procurement Officer.

Organizational Element Managers overseeing Procurements exempt under Section 2-102 shall furnish such reports as the Chief Procurement Officer may require concerning usage and needs, and the Chief Procurement Officer shall have authority to prescribe forms to be used by such Organizational Element Managers in requisitioning, ordering, and reporting of Supplies and Services.

The Chief Procurement Officer shall annually conduct a survey of actual, interested and prospective Bidders, Proposers, Respondents, and Vendors to obtain feedback on JEA's Procurement process. Such survey shall be on a form approved by the JEA Board and participation in the survey shall be open to actual, interested and prospective Bidders, Respondents, and Vendors. Survey topics may include, without limitation, various aspects of JEA's Procurement process such as information transparency and accessibility, preconferences, bid submittal packages, evaluations, and Awards. The Chief Procurement Officer shall report the results of such survey to the JEA Board and the JEA Board shall consider such survey results during the JEA Board's biennial review of this Code.

1-110 Record of Procurement Actions

The Chief Procurement Officer shall prepare and deliver a written report to the JEA Board on or before the JEA Board's last regularly scheduled meeting held in each calendar year summarizing all Awards made during the immediately preceding fiscal year. Such written report shall contain at a minimum the following information:

- (a) The number of Awards for the reporting fiscal year;
- (b) A detailed listing of all Awards categorized by service type (e.g., Construction, Professional Services, Supplies, etc.), Award type (e.g., Single Source, Emergency, Request for Proposals, Invitation to Negotiate, piggyback, etc.) and a brief description of each Award containing the Vendor name, Contract amount and Contract term;
- (c) The number of JSEB Awards categorized by service type (e.g., Construction, Professional Services, Supplies, etc.), Award type (e.g., Single Source, Emergency, Request for Proposals, Invitation to Negotiate, piggyback, etc.), and a brief description of each Award containing the JSEB contractor name, Contract amount and Contract term;
- (d) The number of Protests for the reporting fiscal year and the outcome of each Protest (i.e., whether JEA prevailed); and
- (e) The annual survey results pursuant to the survey requirement in Section 1-109 of this Code.

After providing such written report to the JEA Board, the Chief Procurement Officer shall deliver the report to the Jacksonville City Council and the Mayor and post the report on JEA's website in a conspicuous manner for the public to view.

ARTICLE 2 - PROCUREMENT AUTHORITY & DESIGNATIONS, AND COMMITTEES

2-101 Procurement Authority and Duties of the JEA Board

Pursuant to Article 21 of the Charter of the City of Jacksonville, the JEA Board shall review and approve this Code and all amendments to this Code. The JEA Board may not delegate its approval of this Code, including any amendments thereto, to the Chief Executive Officer or any other officer, employee or agent of JEA. The JEA Board shall approve all Contracts as required by the Delegation of Authority and Responsibility Policy approved by

the JEA Board or as subsequently amended.

The Chief Procurement Officer shall periodically review this Code and JEA's other Procurement procedures in accordance with the JEA Charter, and shall report to the JEA Board on the results of such review including any recommendations for changes the Chief Procurement Officer deems appropriate.

2-102 Procurement Code Exemptions

(1) Due to the nature of the following Supplies and Services, such Supplies and Services need not be procured ~~not~~ through the Chief Procurement Officer, and are not subject to approval by the Awards Committee, but may be procured using Procurement policies and procedures established by an Organizational Element Manager designated by the Chief Executive Officer for that category of Supplies and Services:

- (a) Generation Fuels, Emission Allowances, and Associated Transport;
- (b) Byproducts;
- (c) Purchase or Sale of Electric Energy, Electric Generation Capacity, Electric Transmission Capacity and Transmission Services – Short- and Long-Term Transactions;
- (d) Sale of JEA Owned Transmission and Ancillary Services, including applicable Enabling Agreements;
- (e) Environmental Allowances;
- (f) Real Estate, including easements;
- (g) Community Outreach Procurements; and
- (h) Financial Instruments and Services

The Operational Procedures shall provide more detail concerning the procedures on how to procure the above listed exempt categories of Supplies and Services.

(2) Prior to the Procurement of Supplies or Services by an Organizational Element Manager for Supplies and Services exempted by Section 2-102, the Organizational Element Manager shall obtain all appropriate approvals required by the Procurement Exemption for the specific procurement which can be found in the Operational Procedures and verify there are no conflicts of interest between JEA and the Vendor.

(3) In the absence of an Organizational Element Manager for a category of Supplies and Services exempt under subsection (1) of this Section 2-102, the Supplies and Services shall be procured through the Chief Procurement Officer in accordance with this Code and Operational Procedures.

(4) Property and casualty insurance, and group insurance for public officers and employees as contemplated in Section 112.08, Florida Statutes, provided they are procured through a broker or consultant with ultimate approval by the Awards Committee in accordance with the Operational Procedures.

(5) Except as otherwise provided in this Code, any contractual services or commodities described as exempt under the City of Jacksonville Code of Ordinances, Section 126.108. For any purchase that meets the definition of a Formal Purchase, as provided in 3-101 of this Code, such purchase shall require Awards Committee approval.

2-103 Appointment and Authority of the Chief Procurement Officer

(1) *Chief Procurement Officer of JEA.* The Chief Executive Officer shall appoint a Chief Procurement Officer. The Chief Procurement Officer shall be a full-time, appointed employee of JEA with demonstrated executive and organizational ability. The Chief Procurement Officer shall serve as the central point of contact for JEA Procurement matters.

(2) *Operational Procedures.* The Chief Procurement Officer shall promulgate Operational Procedures governing JEA Procurement activities that are consistent with the provisions of this Code. Whenever practicable, the Operational Procedures shall be updated to incorporate the use of new technologies, best practices, and streamlined procedures for continuous improvement of JEA's Procurement activities. Material revisions to the Operational Procedures shall be approved by the Office of General Counsel prior to the revisions becoming effective.

(3) *Duties.* Except as otherwise specifically provided in this Code, the Chief Procurement Officer duties shall include, but are not limited to:

- (a) supervise and coordinate the Procurement of all Supplies and Services by JEA;
- (b) make Determinations as to what constitutes an Irregularity in Bids, Proposals and Responses and when Bids, Proposals and Responses should be rejected as unresponsive;
- (c) conduct or coordinate training on JEA's Procurement policies and processes and related matters;
- (d) develop and maintain the standard contract language for Solicitations, Contracts and other documents used in the JEA's Procurement process in consultation with the Office of General Counsel; and
- (e) exercise the duties given to the Chief Procurement Officer in Article 4 of this Code.

2-104 Delegation of Authority by the Chief Procurement Officer

The Chief Procurement Officer may delegate any duty or authority given to the Chief Procurement Officer under this Code in writing to one or more Designees.

2-105 Procurement Document Review

The Chief Procurement Officer shall create a process and procedures to ensure all Solicitations and other documents used in JEA's Procurement process are reviewed to ensure compliance with this Code, the Operational Procedures and all applicable laws and regulations. The process and procedures for review of all Solicitations shall be set forth in the Operational Procedures.

2-106 Prequalification of Prospective Bidders and Proposers

The Chief Procurement Officer, or Designee, may establish a process by which prospective Bidders or Proposers may be deemed prequalified for a particular category of Supplies or Services, or other relevant criteria, whereby after obtaining said prequalification, the prospective Bidder or Proposer will be included in a Responsible

Bidders List (“RBL”) and/or Qualified Proposers List (“QPL”). The procedures related to the creation, maintenance, and revisions to the RBLs and QPLs, as well as the manner in which JEA can utilize RBLs and QPLs, shall be as set forth in the Operational Procedures.

2-107 Evaluation Team

The Chief Procurement Officer, or Designee, may establish an Evaluation Team for the purposes of reviewing, scoring, ranking, or otherwise evaluating Bids, Proposals, or Responses to a Solicitation or replies to a Request for Quotes, or other procurement, in accordance with Operational Procedures.

2-108 Awards Committee

(1) Awards Committee Membership. The JEA Awards Committee shall consist of three Vice Presidents or other senior Officers of JEA appointed by the Chief Executive Officer. Members of the Awards Committee shall serve a two-year term, or until their successors have been appointed. Multiple terms are permitted. The Chief Executive Officer will appoint an Awards Committee member to be the chair of the committee who will run the meeting. Members of the Awards Committee may be removed at any time with or without cause by the Chief Executive Officer. If an Awards Committee member shall cease to be qualified to serve, then the member's term shall be vacant until the Chief Executive Officer appoints a replacement.

(2) Liaisons. There shall be three permanent liaisons present at all meetings of the Awards Committee which shall include the Chief Procurement Officer, a representative from the Budget Organizational Element designated by the Chief Executive Officer and a representative from the Office of General Counsel. These liaisons shall not be considered voting members of the Awards Committee for purposes of Florida's Open Meetings Laws.

(3) Quorum. The presence of at least two voting members of the Awards Committee shall constitute a quorum. If a quorum is not present or any one of the three Liaisons is not in attendance, the meeting shall be cancelled. If a voting member of the Awards Committee or a liaison is unable to attend a meeting of the Awards Committee, that voting member or liaison may designate an alternate who is either a senior Officer or a Director to serve for that meeting, and the alternate shall for all purposes (including, but not limited to satisfying quorum requirements and voting) be considered a member or liaison, as the case may be, for that meeting.

2-109 Awards Committee Procedures

All meetings of the Awards Committee shall be held in accordance with this Code and the requirements of Florida’s Open Meetings Laws and shall be properly noticed, and minutes shall be taken. The voting members of the Awards Committee shall not discuss any matter which foreseeably could come before the Awards Committee with another voting member of the Awards Committee unless such discussions take place in a duly noticed meeting held in accordance with Florida’s Open Meetings Laws.

Each voting member of the Awards Committee shall have one vote. It shall take a majority of the voting members of the Awards Committee for an item to be approved. Items may be presented to the Awards Committee

as part of a regular or a consent agenda. Items placed on the consent agenda shall be those items that do not require discussion or explanation prior to committee action. An individual Awards Committee member may remove items from the consent agenda prior to the vote on the consent agenda. An item removed from the consent agenda shall be discussed and acted upon separately following the consideration of the consent agenda. Such items may be taken up immediately following approval of the consent agenda or placed later on the agenda at the Chair's discretion. Except as otherwise provided herein, once an Award item is reviewed and approved by the Awards Committee, JEA is authorized to proceed with executing a Contract. Items that are moved from the consent agenda to the regular agenda shall require the approval of the Chief Executive Officer before the Award is finalized.

The Chief Procurement Officer shall conduct all meetings of the Awards Committee and shall present each Award item placed on the regular agenda to the Committee for its consideration. The Chair shall have the authority to determine the presence of a quorum and whether any voting requirement has been met. The Chief Procurement Officer shall be responsible for all administrative matters relating to the conduct of the Committee's business including, but not limited to, ensuring that proper notice is given, and minutes are taken.

2-110 Duties of the Awards Committee

(1) Scope of Review. The Awards Committee shall review each Award item presented to the Committee, by way of regular or consent agenda, and shall consider whether the proposed item is in compliance with this Code and in the best interest of JEA.

(2) Required Approvals. The following Procurements of Supplies and Services by JEA shall require approval by the Awards Committee:

(a) Formal Purchases of Supplies and Services by JEA as provided in Section 3-101, unless exempt under Section 2-102 (Procurement Code Exemptions) or specifically provided otherwise in this Code;

(b) changes to, and renewals of, any Contracts executed in connection with an Award approved by the Awards Committee if:

(i) the financial impact of the change or renewal exceeds 10% of the amount of the most recent Award approved by the Awards Committee, unless associated with Owner Direct Purchase;

(ii) the financial impact of the change or renewal exceeds \$1,000,000, unless associated with Owner Direct Purchase;

(iii) the change is an assignment of a Contract; provided, however, that if the assignment arises in connection with a merger, sale of a Vendor or one of its business units or other similar extraordinary event involving the Vendor, the Chief Procurement Officer may authorize the assignment without the approval of the Awards Committee;

(iv) the change or renewal, in the opinion of the Chief Procurement Officer, changes the Award approved by the Awards Committee in any material respect.

(c) the change or renewal causes an Informal Purchase to exceed the threshold for a Formal Purchases set forth in Section 3-101 of this Code;

(d) sales of Supplies or Services by JEA that exceed \$300,000 or annual spend in excess of

\$300,000 for continuing services contracts, including, but not limited to the sale of any surplus items, in accordance with the Sale and Disposal of Surplus Materials Policy and Procedure;

(e) Procurements exempt under Section 2-102 (Procurement Code Exemptions) of this Code if required by the Procurement processes and procedures established by the applicable Organizational Element Manager; and

(f) ratification of all Formal Purchases procured under Section 3-113 (Emergency Procurements) of this Code.

(3) *Availability of Funding for Procurement Items.* The Awards Committee shall approve Awards items only after receiving confirmation as provided in this Section 2-110(3) that sufficient funds are available for the Award. Prior to presentation to the Awards Committee, each Award item shall be reviewed and approved by the Budget Organizational Element to determine whether sufficient funding is available for the Award.

(4) *Effect of Approval.* Once an Award item is reviewed and approved by the Awards Committee, and the Chief Executive Officer as needed, JEA is authorized to proceed with actions to finalize the Procurement of the Supplies or Services consistent with the Award, including but not limited to, execution of a Contract, issuance of a Purchase Order and notice to proceed, and acceptance of delivery of Supplies and Services, subject to lawfully appropriated funds. An Award may be rejected if, in the judgment of the Chief Executive Officer, the Award does not comply with the requirements of the JEA Procurement Code, Operational Procedures, or other applicable law.

(5) The JEA Board shall approve ~~all~~ those Contracts specified in the Delegation of Authority and Responsibility Policy.

2-111 Alternative Delivery Methods

For projects utilizing alternative delivery methods such as, but not limited to, Design Build or CMAR, where the proposed project estimate as a whole will exceed the limits of the Delegation of Authority and Responsibility Policy, the procurement shall be taken to the JEA Board for approval as further defined in the Operational Procedures.

ARTICLE 3 – SOURCE SELECTION AND CONTRACT FORMATION

3-101 Formal Purchases

(1) Unless exempt under Section 2-102 of this Code, the following Procurements shall be considered Formal Purchases under this Code:

(a) the Procurement of Supplies or Services where the estimated aggregate costs and fees for the Procurement exceed \$300,000 annually;

(b) the Procurement of Capital and O&M projects where the estimated total project costs and fees for the Procurement exceed \$300,000;

(c) “Public construction works” required to be competitively awarded under Section 255.20, Florida Statutes, as amended;

(d) “Electrical work” required to be competitively awarded under Section 255.20, Florida Statutes, as amended; and

(e) “Professional Services” required to be publicly announced under Section 287.055, Florida Statutes, as amended.

(2) Formal Purchases shall be procured using the process and procedures for Formal Purchases detailed in the Operational Procedures, or as required by Florida Statutes.

3-102 Informal Purchases

(1) Unless exempt under Section 2-102 of this Code, all Procurements not considered to be Formal Purchases under Section 3-101 of this Code shall be considered Informal Purchases.

(2) Informal Purchases may be made in accordance with Operational Procedures.

(3) Procurements shall not be artificially divided to constitute an Informal Purchase under this Section 3-102.

(4) Unless the Procurement is otherwise exempt under this Code, the Operational Procedures for Informal Purchases shall require, at a minimum, the following kind and number of quotations from prospective Vendors:

(a) one properly documented quotation for Informal Purchases of \$10,000 or less; or

(b) three properly documented quotations for Informal Purchases exceeding \$10,000; provided, however that if JEA fails to receive 3 quotations despite using all reasonable efforts to obtain 3 quotations, the Chief Procurement Officer may waive this requirement.

(5) Informal Purchases exceeding \$50,000 shall be Posted for 7 to 10 calendar days.

3-103 Methods of Pre-Source Selection

(1) The Chief Procurement Officer may authorize any one or more of the following Pre-Source Selection Methods:

(2) A Request for Information (“RFI”) is a Pre-Source Selection Method that requests written information about the capabilities of Bidders, Proposers or Respondents and may prepare interested Vendors for participation in future Solicitations. The publication of an RFI does not obligate JEA to make the purchases referred to in the RFI. JEA may use information obtained from RFIs to develop scopes of work for future Solicitations.

(3) A Request for Qualifications (“RFQ”) is a Pre-Source Selection Method used to qualify a pool of two or more Vendors which will be eligible to respond to future Solicitations.

(4) An Intent to Bid is a Pre-Source Selection Method intended to provide notice and information to

potential Vendors of JEA's intent to issue a Solicitation for Supplies or Services. The Intent to Bid may request a response from Bidders confirming their intent to submit a Bid, Proposal or Response to a future JEA Solicitation. The publication of an Intent to Bid does not obligate JEA to make the purchases referred to in the Intent to Bid.

3-104 Methods of Source Selection

Unless exempt under Section 2-102 of this Code, all Formal Purchases shall be procured using one of the following Methods of Source Selection:

- (a) Section 3-105 (Invitation for Bids (IFB));
- (b) Section 3-106 (Request for Proposals (RFP));
- (c) Section 3-107 (Consultants' Competitive Negotiation Act (CCNA)(Architectural, Engineering, Landscape Architectural, or Surveying & Mapping Services));
- (d) Section 3-108 (Design-Build Contracts);
- (e) Section 3-109 (Construction Management and Program Management);
- (f) Section 3-110 (Multi-Step Competitive Bidding);
- (g) Section 3-111 (Invitation to Negotiate (ITN))
- (h) Section 3-112 (Single Source);
- (i) Section 3-113 (Emergency Procurements);
- (j) Section 3-114 (Public Private Partnerships);
- (k) Section 3-115 (Collaborative Procurements);
- (l) Section 3-116 (Joint Projects);
- (m) Section 3-117 (Use of Publicly Procured Contracts);
- (n) Section 3-118 (Pilot Projects);
- (o) Section 3-119 (Use of Reverse Auctions);
- (p) Section 3-120 (Owner Direct Purchase)

The Chief Procurement Officer may elect to use any one of the Methods of Source Selection listed in this Section 3-104 if the Method of Source Selection is deemed by the Chief Procurement Officer to be in the best interest of JEA consistent with the purposes and guiding principles set forth in Section 1-101 of this Code. Notwithstanding the foregoing, the Method of Source Selection shall comply with the requirements of this Code, the provisions of any grant or other funding or cooperative agreements to which JEA is a party, and all applicable laws and regulations, including but not limited to, statutory requirements for the Procurement of Professional Services subject to the CCNA and Construction services meeting certain statutory thresholds. As authorized by Florida Statute 255.20, in the event a Contractor abandons the project prior to completion, JEA may directly award a Contract for the completion of the work that was to be completed under the terminated Contract. The Operational Procedures shall establish a process and procedures for each Method of Source Selection.

3-105 Invitation For Bids (IFB)

An IFB may be used when JEA is capable of defining the Specifications for a Supply or Service. An Award generally will be made to the Responsive and Responsible Bidder who submits the lowest Bid in a sealed competitive bidding process. Notwithstanding the foregoing, the Chief Procurement may waive ~~minor~~ Irregularities in a Bid and may reject all Bids if the Chief Procurement Officer deems such actions to be in the best interest of JEA.

3-106 Request for Proposal (RFP)

An RFP may be used when the Chief Procurement Officer determines that a Solicitation should include selection criteria in addition to price. If permitted by the Solicitation, various combinations or versions of Supplies or Services may be proposed by a Vendor to meet the Specifications in the RFP.

An RFP may be used to procure Construction Services to the extent permitted by Section 255.20(1)(d)(2), Florida Statutes.

3-107 Consultants' Competitive Negotiation Act (CCNA) (Architectural, Engineering, Landscape Architectural, or Surveying & Mapping Services)

Architectural, engineering, landscape architectural, or registered surveying and mapping services considered "Professional Services" under the CCNA shall be procured in accordance with the requirements of the CCNA.

3-108 Design-Build Contracts

A Design-Build Contract may be used when the general design and construction requirements are known, but the detailed design and engineering has not been completed. Design-build contracts as defined in Section 287.055(2)(i), Florida Statutes, shall be procured in accordance with the CCNA and the Operational Procedures.

3-109 Construction Management and Program Management

Services may be procured from Construction Management Entities and program management entities in accordance with the provisions of Section 255.103, Florida Statutes. After selection and competitive negotiations, a Construction Management Entity may be required to offer a guaranteed maximum price and a guaranteed completion date or a lump-sum price and a guaranteed completion date as a construction manager "at risk" in accordance with the provisions of Section 255.103, Florida Statutes (a "Construction Manager at Risk" or a "CMAR").

3-110 Multi-Step Competitive Bidding

The Multi-Step Bidding Method of Source Selection involves a two-phase process in which Bidders first submit proposed revisions to both the commercial and technical terms of the Solicitation. During the second phase

of the process, Bidders submit a bid price based on a revised Solicitation issued by JEA. An Award is based solely on the price of the Bid and does not include additional discussions or negotiations of material terms and conditions with Bidders after Bids are received. Multi-Step Competitive Bidding allows JEA to obtain Vendor feedback before finalizing commercial and technical terms to be used in an Invitation for Bids.

3-111 Invitation to Negotiate (ITN)

The Invitation to Negotiate is a Method of Source Selection which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which JEA may negotiate in order to receive the best value. The ITN process shall generally consist of three phases: Administrative Review, Evaluation, and Negotiation. Under the ITN, JEA first evaluates initial Proposals with the intent to identify one or more Responsive and Responsible Respondents ~~with~~ which will then be evaluated by an Evaluation Team and result in a shortlist of one or more Vendors who will proceed to the Negotiation Phase. Thereafter, JEA may enter into one or more rounds of negotiations. Negotiations may result in modifications to the scope of work and terms and conditions of the ITN, submission of revised Bids or Responses, and may conclude with the submission of Best and Final Offers from one or more Vendors. In the event the original scope of work is substantially modified through the negotiation process, JEA may, but is not required to, request revised Bids or Responses based on the new scope of work developed during the negotiation phase. The procedures for conducting an Invitation to Negotiate shall be described in more particularity in the ITN Solicitation and the Operational Procedures.

ITNs may provide best value for JEA when establishing master contracts or definite delivery contracts for complex Supplies or Services, or when determining or refining scope, methods, or other nonprice aspects of a Solicitation. Notwithstanding anything contained in the Code to the contrary, under limited circumstances, an ITN may utilize price as the primary or sole selection criteria for an ITN.

For each use of the ITN Method of Source Selection, prior to issuance of the ITN, the Chief Procurement Officer shall document in writing the reasons that procurement by an IFB or a RFP is not practicable, and the reasons an ITN will produce the best value for JEA compared to other Method Source Selection processes. In addition to negotiating price, additional reasons must be stated as to why negotiations are needed to realize best value for JEA. Examples of such reasons are “the ITN method allows refining approaches, methods, tools, requirements, deliverables, and systems;” or, “identifying and incorporating value added services offered by Vendors into final requirements,;” or “given the nature of the goods or services solicited, the ITN method allows JEA to negotiate the best terms and conditions with a potential vendor prior to Award.”

3-112 Single Source

Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that in order to meet certain functional or performance requirements, there is only one justifiable source for the required Supplies or Services (justifications below):

(1) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; (*examples include highly specialized equipment/services, OEM, exclusive intellectual property, only one supplier can meet the JEA Standard requirement, memberships to organizations*)

(2) the Supplies/Services are a follow-up of Supply/Service that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive

(3) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer, or Designee, may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an “Emergency” means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain for JEA, to avoid delays to any Governmental Entity, or avoid significant financial loss through immediate or timely action; or
- (f) a declared federal, state, or local state of emergency, or a valid public emergency certified by the Chief Executive Officer.

The Chief Procurement Officer, or Designee, shall submit all Formal Purchases made under this Section 3- 113 to the Awards Committee for ratification as soon as reasonably practicable after the Formal Purchase is made.

Transition of Emergency. Once the Emergency is resolved or the Emergency declaration is lifted, JEA will cease using the Services procured as an Emergency. If the Services are still needed after the end of the Emergency, JEA will procure those Services in accordance with the Code and may continue to utilize said Services until Award of a new Contract following a Procurement.

3-114 Public-Private Partnerships

JEA may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of JEA's facilities in accordance with the provisions of Section 255.065, Florida Statutes, as may be amended from time to time. The Operational Procedures shall set forth a process and procedures for the receipt and solicitation of such proposals that meet the requirements of Section 255.065, Florida Statutes, as amended from time to time.

3-115 Collaborative Procurements

JEA may participate in, sponsor, conduct, or administer a Collaborative Procurement for the Procurement of any Supplies or Services ~~or Real Estate~~ with one or more Governmental Entities, utility industry partners, nonprofit organizations or purchasing alliances in accordance with the terms of an agreement entered into between the participants. Such Procurements shall be in accordance with this Code and the Operational Procedures.

JEA shall not participate in, sponsor, conduct, or administer a Collaborative Procurement agreement for the purpose of circumventing this Code.

3-116 Joint Projects

Except where doing so is to circumvent the purpose of this Code, JEA may enter into joint projects with public or utility industry partners, the City of Jacksonville and its other independent agencies, political subdivisions or other Governmental Entities (e.g., the United States Navy, the Florida Department of Transportation, etc.). Joint projects may include, but shall not be limited to, combined water, sewer, drainage and road projects with the City of Jacksonville and Florida Department of Transportation.

Notwithstanding the foregoing, the Procurement of Supplies and Services by JEA in a Joint Procurement shall be consistent with the guiding principles and purposes of this Code set forth in Section 1-101.

3-117 Use of Publicly Procured Contracts

JEA may procure Supplies or Services by using or "piggybacking" on contracts of the City of Jacksonville or its independent agencies, political subdivisions, other city and state or governmental agencies, school board districts, community colleges, federal agencies, Governmental Entities, or public colleges or universities, provided that the contracts of such other entities were competitively procured consistent with the purposes and guiding principles set forth in Section 1-101 of this Code, and the terms and conditions of JEA's Contract are at least as favorable as the terms and conditions of the contract on which JEA is piggybacking. Formal Purchases using this Method of Source Selection shall be awarded through the Awards Committee.

3-118 Pilot Projects

A Pilot Project allows JEA to procure Supplies or Services on a trial basis in limited amounts and for a limited period of time in order to determine whether to proceed with a Formal Solicitation for the Procurement of such Supplies or Services.

If the estimated aggregate cost of Supplies and Services to be procured during a Pilot Project do not exceed \$100,000, and the term of the Contract for the Pilot Project does not exceed two years, the selection of a Vendor to participate in the Pilot Project is not required to be selected using a competitive solicitation process unless required by applicable law. However, after the conclusion of the Pilot Project, the Supplies or Services evaluated during the Pilot Project shall be procured using one of the other Methods of Source Selection provided in Section 3-104 of this Code.

Where the cost to JEA of the Supplies and Services during the Pilot Project is \$100,000 or more, JEA shall publicly advertise the Pilot Project so that Vendors may submit their qualifications to provide such Supplies or Services. Based on the qualifications submitted by Vendors in response to such public advertisement, JEA will select one or more Vendors to participate in the Pilot Project. Once the Pilot Project is complete, the Chief Procurement Officer will determine whether JEA will initiate a competitive bidding process to obtain the Supplies or Services.

3-119 Use of Reverse Auctions

When the Chief Procurement Officer determines that procurement by a Reverse Auction is in the best interest of JEA, the Chief Procurement Officer may procure Supplies or Services by Reverse Auction, in accordance with the Operational Procedures. Reverse Auctions may be used with the following Solicitation types:

- (a) Invitation for Bids (IFB) – With Reverse Auction
- (b) Request for Proposals (RFP) – With Reverse Auction
- (c) Invitation to Negotiate (ITN) – With Reverse Auction

Reverse Auctions are to be used solely for obtaining lowest pricing. Prior to conducting a Reverse Auction, the following must be established for each Bidder, Proposer or Respondent:

- (a) Invitation for Bids – Bidders must provide documentation that they meet the minimum qualifications and any other requirements set forth in the IFB.
- (b) Request for Proposals – The Proposers must provide fully responsive Proposals. JEA shall evaluate Proposals and select at the top three, or more, ranked Proposers to participate in a Reverse Auction to establish pricing.

(c) Invitation to Negotiate – At the conclusion of the negotiation process for an ITN, where all terms other than price have been agreed, JEA may choose to use a Reverse Auction to establish pricing.

3-120 Owner Direct Purchases (ODP)

In order to realize the cost savings of being a tax-exempt entity, JEA is authorized to direct purchase equipment, materials and supplies that are budgeted and included in previously approved projects or contracts pursuant to Florida Statute §212.08(6), Rule 12A-1.094, Florida Administrative Code, or other applicable rule or regulation, hereinafter referred to as owner-direct purchase (ODP).

The procedures for ODP are further described in the Operational Procedures.

3-121 Form of Contract Documents

The Office of General Counsel shall approve as to form all Contract documents for Formal Purchases. Contract Amendments do not require OGC form approval, unless otherwise provided in the Operational Procedures.

Purchase Orders may be used to form a Contract for Informal Purchases and Formal Purchases when the Chief Procurement Officer determines that a Formal Contract is not necessary. Purchase Orders shall be on a form that incorporates general terms and conditions reviewed and approved by the Office of General Counsel. If a Contract other than a Purchase Order is executed for an Informal Purchase, the Contract does not require form approval by the Office of General Counsel, unless specifically requested by the CPO, or unless such Contract contains terms materially different than JEA's standard terms and conditions.

In accordance with the JEA Charter, unless otherwise provided in the JEA Charter or by law, all Contracts of any kind, and in any form entered into by JEA, including, but not limited to, Procurement Contracts, Joint Project Contracts, interlocal agreements, and Purchase Orders for Informal Purchases shall contain a provision clearly specifying a fixed, maximum monetary indebtedness of JEA thereunder.

3-122 Execution of Contract Documents

Unless otherwise set forth in the Delegation of Authority and Responsibility Policy, the Chief Executive Officer shall execute all Contracts. The Chief Executive Officer may delegate to the Chief Procurement Officer the authority to execute Contracts. Contracts and Purchase Orders may be executed by electronic means.

3-123 JEA Project Manager

All Contracts shall provide for a JEA Project Manager who will have the responsibility for overseeing all work under the Contract and all payments made by JEA under the Contract. The Operational Procedures shall contain additional details concerning the responsibilities of JEA's Project and Contract Managers.

3-124 Continuing Services Contracts

Continuing services contracts, and continuation contracts based on unit prices, may be utilized for recurring Procurements of Supplies and Services that are projected to be made over a period of time. The total amount of all Procurements issued under a continuing services contract shall not exceed JEA's maximum indebtedness set forth in the Contract or the amount as authorized by Florida Statutes for the specific category of work, if any, and shall comply with all other applicable laws.

3-125 Contract Pricing Terms

Contract pricing terms are required in all Contracts and are the basis for payment approvals. The appropriate type of pricing terms will depend on the type of Contract and work being performed. The Operational Procedures may contain additional guidance concerning the type of pricing terms what are appropriate for certain types of Contracts.

3-126 Compliance with Federal and State Procurement Requirements

To the extent that a conflict exists between the provisions of this Code and the provisions of federal or state procurement requirements necessary to receive and expend grant funding, the CPO, in consultation with the Office of General Counsel, is authorized to waive any such conflicting Code provision and comply with the federal or state procurement requirement. In the event a Code provision is waived pursuant to this section, upon final approval of the contract award, the CPO shall notify the Chief Executive Officer, in writing. Documentation of a waiver authorized under this section shall be retained in the appropriate official Procurement or Contract file.

ARTICLE 4 - ADMINISTRATIVE REMEDIES

4-101 Protests

(1) *Guiding Principles.* It is important that actual or prospective Bidders, Proposers and Respondents have confidence in JEA's Procurement process and procedures. One method of maintaining this confidence is to provide Vendors with an opportunity to file Protests relating to Solicitations and Awards and Intent to Award as provided in this Section 4-101.

(2) *Applicability.* The provisions of this Section 4-101 shall apply only to Formal Purchases as defined in Article 3-101, and as further provided herein. All other disputes will be resolved by the CPO as provided in the Operational Procedures. The decision of the CPO concerning a dispute related to an Informal Purchase shall be final and is not subject to appeal. The provisions of this ~~Article~~ Section 4-101 may not be used in connection with any Contract dispute, determination of Vendor performance, or Contract termination. After a Contract is executed, the terms of the Contract shall govern the parties to the Contract. Such cancelations and rescissions are not subject to Protest.

JEA shall have the right to cancel, or rescind and re-issue, all Solicitations of any type, at any time until the time JEA executes a Contract under the Solicitation. Such right shall include the right to rescind an Award or an Intent to Award, which decision cannot form the basis of a Protest.

(3) *Right to Protest Procurement Actions.* Any Vendor that is adversely affected by a decision or an intended decision concerning a Formal Purchase solicitation, Award, or an Intent to Award, and who has standing to protest said decision or intended decision under Florida law may submit a written Protest meeting all of the requirements of subsections (4) and (5) of this Section 4-101. Protests shall not include challenges to minimum qualifications, the Technical Specifications, the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria.

(4) *Protest Requirements.* Protests shall:

- (i) be submitted in writing in a letter or email addressed to the Chief Procurement Officer within the timeframes set forth in this Section 4-101;
- (ii) identify the Solicitation, Award, or Intent to Award, by number and title or other language sufficient to enable the Chief Procurement Officer to identify the Solicitation, Award, or Intent to Award;
- (iii) demonstrate the timeliness of the Protest;
- (iv) state the Protestant's complete legal name, address, email address, phone number, name of the Vendor representative to whom notices should be sent, and a statement of legal standing to Protest; and
- (v) clearly state with particularity the issues and material facts upon which the Protest is based, and any legal authority (statutes, laws, ordinances, or other legal bases) upon which the Protest is predicated, along with a clear statement of the specific request for relief the Protestant deems itself entitled by application of such authorities to such grounds.

Contact information for the Chief Procurement Officer can be found at jea.com under the Procurement section of the website.

(5) *Time Requirements.*

- (i) *Timely Notice of Protest.* All Protests must be received in writing by the Chief Procurement Officer within two (2) Business Days after the Posting or other written notification of JEA's decision or intended decision, whichever is earlier. Without limitation, the Posting of the Awards Committee agenda on JEA's website, or JEA's issuance of an Addendum or email to all Bidders, Proposers or Respondents stating its Intent to Award or establishing the short list of Respondents or Proposers, shall constitute notification of an Award or Intent to Award, or other Determination. The period for filing a Protest under this subsection (ii) shall begin at the time of the Posting or other such notification.

(ii) *Request for Extension to File Supplemental Protest Documentation.* At the time of filing a timely Protest, a Protestant may request an extension of three (3) Business Days after the date its Protest is timely received, in which to provide supplemental Protest materials. Such extension may be granted or denied in the Chief Procurement Officer's sole discretion. Failure to submit a request for extension or to timely submit the supplemental Protest materials shall constitute a waiver of any right to supplement the Protest. All written information, documents, materials and legal authority the Protestant will provide to the Chief Procurement Officer must be received by the deadline established by the Chief Procurement Officer in extension notice provided to the Protestant, if applicable.

(iii) *Delivery.* The timely filing of a Protest shall be accomplished when said written Protest is actually received by the Chief Procurement Officer within the applicable time limitation or period contained herein. The responsibility and burden of proof that its Protest has been timely and properly received shall rest with the Protestant, regardless of the method of delivery employed. No time will be added to the above limits for service by mail.

(6) *Untimeliness of Protest and Standing.* Protests failing to meet the requirements of subsections (3) and (4) shall be rejected and shall constitute a waiver of all rights of the Protestant to file a Protest with respect to that subject matter. A Determination of whether a Protest meets the requirements of subsections (4) and (5) shall be made by the Chief Procurement Officer and is not subject to Protest or Appeal to the Procurement Appeals Board.

(7) *Protest Bond.* Within 48 hours from a submitting a Protest, the Protestant is required to submit a protest bond, or alternate security approved by JEA, the amount of 1% of Protestant's submitted Bid/ Proposal/Response amount or \$10,000, whichever is less. If the Protestant does not submit the protest bond within the specified timeframe, the Protest will be void and the Protestant waives the right to further protest JEA's decision. If the Protest is successful, the protest bond shall be returned in full to the Protestant within a reasonable time. However, if JEA prevails, JEA shall retain the protest bond, in full or in part, in order to cover any administrative costs associated with addressing the protest.

(8) *Notice of Protest to Affected Third Parties.* Upon receipt of a timely and proper Protest, JEA will notify Vendors known to JEA to be directly affected by the outcome of the Protest. All information, documents, materials and legal authority relating to the Protest that any such Vendor will provide to the Chief Procurement Officer must be received by the deadline established by the Chief Procurement Officer in such notice.

(9) *Protest Hearings.* Protestants shall not be entitled to a hearing of any kind prior to a decision of the Chief Procurement Officer concerning a Protest. The Chief Procurement Officer, in his/her sole discretion, may conduct a hearing before making a decision. The Chief Procurement Officer shall be entitled to establish procedures for the conduct of any hearing and may set forth some or all of such procedures in the Operational Procedures or in the notice of the hearing. The Chief Procurement Officer or Designee shall provide Vendors known to JEA to be

directly affected by the outcome of the Protest with a notice of the hearing providing the time, date, location and manner of the hearing.

(10) *Decision by Chief Procurement Officer.* After receipt of a Protest, and following a hearing, if any, the Chief Procurement Officer shall issue a written decision on the Protest. The written decision shall identify the Protester, recite relevant facts material to the decision, and state the decision and briefly summarize the Chief Procurement Officer's reasoning leading to the decision. The Chief Procurement Officer's review of a Protest shall be limited to material contained in the Protester's response to the Solicitation that is the subject of the Protest, and the Chief Procurement Officer's decision shall be based on whether the Procurement action being protested was arbitrary, capricious, or clearly erroneous. In the event the decision is subject to review by the Procurement Appeals Board under this Article 4, the written decision of the Chief Procurement Officer shall inform the Protester of this right with a reference to the Sections of this Code outlining the procedures for Appeals.

(11) *Appeal Rights.* Protest decisions made by the Chief Procurement Officer may be appealed to the JEA Procurement Appeals Board pursuant to Section 4-106 below. Notwithstanding the foregoing, a Protester shall not have the right to appeal a Determination by the Chief Procurement Officer about whether a Protest met the requirements of subsections (4) and (5) of this Section.

(12) *Stay of Procurement During Protests and Appeals.* During the pendency of a Protest meeting the requirements of subsections (4) and (5) or an Appeal properly filed under this Code, JEA shall not proceed further with the Solicitation or with the Award unless the Chief Procurement Officer, after consultation with the Organizational Element Manager, makes a Determination that proceeding with the Solicitation or Award without delay is necessary to protect a substantial interests of JEA.

(13) Nothing in this Article 4 shall affect the ability of the Office of General Counsel to settle Protests pending the outcome of decisions by the Chief Procurement Officer, the Procurement Appeals Board, or the courts.

4-102 Suspensions and Debarments

(1) *Authority.* The Chief Procurement Officer, after consultation with the Organizational Element Manager, shall have authority to suspend or debar a Vendor from consideration for participation in any Procurement undertaken by JEA, or inclusion in a RBL or QPL.

(2) *Causes for Suspension or Debarment.* In making a decision of whether to suspend or debar a Vendor, and the length of any suspension or debarment, the Chief Procurement Officer shall consider the seriousness of the facts leading to the suspension or debarment. The causes for suspension or debarment may include, but not be limited to, the following:

- (a) conviction of a Public Entity Crime and inclusion on the State of Florida Convicted Vendor List

pursuant to Section 287.133, Florida Statutes, as amended;

(b) violation of the terms or requirements of a Contract in a manner that is regarded by the Chief Procurement Officer to be so serious as to justify a suspension or debarment decision, including, but not limited to, the following:

(i) a failure, without good cause, to perform in accordance with a Contract, Specifications, performance levels, warranty provisions, bonding and insurance requirements, or to comply within the time limits provided in the Contract, or

(ii) failure to timely pay subcontractors or materialmen; or

(iii) continued failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts, provided that the failure to perform or unsatisfactory performance was not caused by acts beyond the control of the Vendor; or

(c) suspension or debarment by another Governmental Entity including, but not limited to, the City of Jacksonville;

(d) actions by the Vendor that are determined by the Chief Procurement Officer to be fraudulent or in bad faith;

(e) violation of JEA's or the City of Jacksonville's Ethics Code;

(f) violation of provisions of this Code relating to Ex Parte Communications;

(g) actions by a Vendor that resulted in damage to JEA property;

(h) existence of delinquent obligations of the Vendor to JEA, including claims by JEA for liquidated damages under any Contract; and

(i) any other cause the Chief Procurement Officer determines to be so serious and compelling as to justify a Vendor's suspension or debarment.

(3) *Suspension/Debarment Timeframes.* The Chief Procurement Officer, in concurrence with the Chief of the Business Organizational Element, shall consider the causes set forth in (2) above in determining the length of a Vendor's suspension or debarment. Suspensions shall be subject to the maximum length as set forth below:

(a) First Offense – up to 2 years suspension of bidding privileges

(b) Second Offense – up to 5 years suspension of bidding privileges

(c) Third Offense – Vendor is debarred and bidding privileges are suspended permanently.

(4) *Effect of Suspension or Debarment.* A Vendor that is suspended or debarred under this Section 4-102 shall be ineligible to participate in Procurements or as otherwise specified by the CPO. The suspension or debarment may extend to all entities with common ownership or common management as the Vendor that has been suspended or debarred and may include work undertaken by the debarred Vendor (or such related entity) as a subcontractor or materialman, as determined by the CPO on a case-by-case basis. The CPO has the option to debar

a Vendor at any time depending on the egregiousness of their actions and is not required to issue a First or Second offense as described above.

(5) *Decision.* The Chief Procurement Officer shall issue a written letter to the Vendor informing it of the decision to suspend or debar that Vendor. The decision shall:

- (a) recite relevant facts material to the Chief Procurement Officer's decision;
- (b) state the reasons for the decision;
- (c) state whether the Vendor is a suspension or debarment;
- (d) state the timeframe for suspension or debarment; and
- (e) inform the suspended or debarred Vendor involved of any rights to administrative review as provided in this Article 4~~5~~.

(6) *Finality of Decision.* A suspension or debarment decision by the Chief Procurement Officer shall be final and conclusive, unless timely appealed in accordance with Section 4-106.

4-103 Creation of the Procurement Appeals Board

The Chief Executive Officer shall appoint a Procurement Appeals Board (PAB) composed of a chair and two other members. The PAB members may be selected from those already appointed by the Chief Executive Officer to ~~of~~ the Awards Committee who shall either be a Vice President or other senior Officer. The Chief Executive Officer reserves the right to appoint any Vice President or other Senior Officer to the PAB in the event of a conflict of interest arises with an existing Awards Committee member. The members of the Procurement Appeals Board shall serve until their successors are appointed by the Chief Executive Officer. A representative from the Office of General Counsel shall serve as counsel to the Procurement Appeals Board. The chair and two other members of the Procurement Appeals Board must be present to constitute a quorum of the Procurement Appeals Board.

4-104 Procurement Appeals Board Procedures

(1) Meetings of the Procurement Appeals Board shall be held in accordance with Florida's Open Meetings Laws. Accordingly, meetings will be publicly noticed, minutes will be taken, and a member of the Procurement Appeals Board shall not discuss with another member any matter which foreseeably may come before the Procurement Appeals Board unless the discussion occurs in a meeting held in accordance with Florida's Open Meeting Laws.

(2) Each member of the Procurement Appeals Board shall have one vote. A decision by the Procurement Appeals Board shall require a majority vote of the members of the Procurement Appeals Board.

(3) The chair of the Procurement Appeals Board shall have the authority to establish procedures for the Procurement Appeals Board and its meetings, provided that such process and procedures are consistent with this Code and the Operational Procedures.

4-105 Authority of Procurement Appeals Board

The Procurement Appeals Board is authorized to review and make a final decision on any Appeal of a written decision issued by the Chief Procurement Officer under:

- (a) Section 4-101 (Protests) of this Code; or
- (b) Section 4-102 (Suspensions and Debarments) of this Code.

The Procurement Appeals Board is not authorized to intercede in, or hear Appeals relating to, Determinations made in connection with Vendor disputes regarding performance under a Contract, other than the authority granted to review and make decisions regarding Appeals of Suspensions or Debarments as provided in Section 4-102 of this Code.

4-106 Appeals

(1) *Appeal Submittal.* A Vendor seeking to appeal a decision of the Chief Procurement Officer under Section 4-101 (Protests) or 4-102 (Suspensions and Debarments) of this Code shall submit its appeal in writing by letter or email to the Chief Procurement Officer in accordance with the timeliness and other requirements set forth in this Section 4-106 (an "Appeal"). The Appeal shall clearly state the following:

- (a) the grounds, relevant facts and legal authority supporting the Appeal; and
- (b) acts supporting the Vendor's standing to Appeal.

(2) *Timeliness and Standing.* An Appeal relating to a decision of the Chief Procurement Officer under Section 4-101 (Protests) of this Code must be received by the Chief Procurement Officer no later than three (3) Business Days after issuance of a written decision by the Chief Procurement Officer. An Appeal relating to a decision of the Chief Procurement Officer under Section 4-102 (Suspensions and Debarments) of this Code must be received by the Chief Procurement Officer no later than fifteen (15) days after issuance of a decision by the Chief Procurement Officer under Section 4-102. To have standing to Appeal, a Vendor must have been adversely affected by such decision.

(3) Failure to submit a timely Appeal or to have standing to Appeal under subsections (1) and (2) of this Section 4-106 shall result in dismissal of the Appeal and constitute a waiver of all rights to appeal a decision of the Chief Procurement Officer. A Determination of whether an Appeal meets the requirements of subsections (1) and (2) shall be made by the chair of the Procurement Appeals Board and is not subject to appeal to the Procurement Appeals Board.

- (4) Upon receipt of a timely and proper Appeal, the Chief Procurement Officer will notify Vendors

known to JEA to be directly affected by the outcome of the Appeal. Any information, materials and legal authority relating to the Appeal that any such Vendor desires to provide to the Procurement Appeals Board must be received by the deadline established by the Chief Procurement Officer in such notice.

4-107 Review of Appeals

(1) Upon receipt of an Appeal, the Chief Procurement Officer shall forward the Appeal to the Procurement Appeals Board and, if the Appeal is determined by the chair of the Procurement Appeals Board to be proper and timely, a meeting of the Procurement Appeals Board to consider the Appeal shall be scheduled.

(2) The chair of the Procurement Appeals Board shall have a Notice of Hearing prepared and sent to the Vendor making the Appeal. All written information, documents, materials and legal authority the Vendor making an Appeal desires to provide to the Procurement Appeals Board must be sent to the Chief Procurement Officer and received by the deadline established by the chair of the Procurement Appeals Board in the notice of hearing provided to the Vendor making the Appeal.

(3) Representatives of the Vendor appealing the decision, will be afforded an opportunity to present the merits of the Appeal based solely upon the grounds, facts and legal authority contained in its written Appeal submitted to the Chief Procurement Officer. Representatives of any other Vendors adversely affected by the resolution of the Appeal will also be given an opportunity to be heard and to present information before the Procurement Appeals Board. The Chief Procurement Officer and the Chief Procurement Officer's legal counsel shall also be given an opportunity to respond to the Appeal and the presentations to the Procurement Appeals Board. Formal rules of evidence, including, but not limited to, those found in the Florida Evidence Code, do not apply to presentations made at meetings of the Procurement Appeals Board. The Chair of the Procurement Appeals Board may impose reasonable limitations on the amount of time each Vendor has to present, allow members of the Procurement Appeals Board to ask questions of any party at any time, and may impose other reasonable requirements relating to all presentations and the conduct of the meeting. The chair of the Procurement Appeals Board shall have the authority to make all Determinations and resolve any disputes concerning the process and procedures for Appeals and the conduct of the meeting.

4-108 Standard of Review for Procurement Appeals Board

(1) The standard of review used by the Procurement Appeals Board in making its decision shall be whether the Chief Procurement Officer's decision is:

- (i) in conflict with this Code and the Operational Procedures;
- (ii) arbitrary;
- (iii) capricious;
- (iv) dishonest;

- (v) fraudulent;
- (vi) clearly erroneous;
- (vii) illegal; or
- (viii) without any basis in fact or otherwise must be reversed based on applicable law.

(2) The burden shall be on the Vendor appealing the Chief Procurement Officer's decision to demonstrate that the standard of review is met.

(3) A majority vote of the members of the Procurement Appeals Board shall be required to render a decision.

(4) The Procurement Appeals Board shall deliberate at the meeting held to consider the Appeal and announce its decision prior to adjourning the meeting. The decision of the Procurement Appeals Board shall be final and binding. Following the adjournment of the meeting, the Procurement Appeals Board will issue a written decision within three (3) business days, and a copy of same shall be provided to the Vendor appealing the decision, as well as to all participants in the competitive process .

Amended and Restated JEA

Effective May, 2025

~~June 25, 2024~~ Revisions:

2025

2024

2023

2021

2020

2016

2015

2011

2004

1997

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DEFINITIONS

Addendum means a document issued by JEA which modifies a Solicitation.

Appeal shall have the meaning set forth in Section 4-106 of this Code.

Award means the written approval of the JEA Awards Committee with the written concurrence of the Chief Executive Officer that a Formal Purchase will be in accordance with this Code and the best interest of JEA.

Awards Committee means the body appointed by the Chief Executive Officer in accordance with Section 2-~~1068~~[106](#) of this Code.

Best and Final Offer or *BAFO* means a Vendor's final offer following the conclusion of contract negotiations in connection with an Invitation to Negotiate.

Bid means a Vendor's offer to provide Services or Supplies in response to an Invitation for Bid.

Bidder means a Vendor submitting a Bid in response to an Invitation ~~for~~ Bid.

Business Day is any day except any Saturday, any Sunday or any holiday observed by JEA's Procurement office.

Capital Project means a major, non-recurring, capital expenditure for the construction, expansion, purchase, or major repair/replacement of buildings, systems, facilities, or other physical structure or property.

CCNA means the Consultants' Competitive Negotiations Act per section 287.055, Florida Statutes.

Chief Procurement Officer or *CPO* means the person holding the position appointed in accordance with Section 2-103 of this Code.

Code means this Amended and Restated JEA Procurement Code.

Construction means the process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Construction Management Entity means a licensed general contractor or a licensed building contractor, as defined in Section 489.105, Florida Statutes, as amended, who coordinates and supervises a Construction project from the conceptual development stage through final Construction, including the scheduling, selection, contracting with, and directing of specialty trade contractors, and the value engineering of a project.

Construction Manager at Risk or *CMAR* shall have the meaning set forth in Section 3-109 of this Code.

Consultants' Competitive Negotiation Act or *CCNA* means Section 287.055, Florida Statutes, as amended, relating to the Procurement of certain architectural, engineering, landscape architectural, and mapping and surveying Services.

Contract means all types of agreements for the Procurement of Supplies or Services, regardless of what these agreements may be called, and shall include, but not be limited to, a Purchase Order issued by JEA and accepted by a Vendor.

Contract Amendment means a written amendment executed after the execution of the Contract formalizing any revisions to the Contract.

Collaborative Procurement means a Procurement undertaken by JEA in accordance with Section ~~3-1153445~~ of this Code.

Data means recorded information, regardless of form or characteristic.

Design-Build Contract means a single Contract with a Design-Build Firm for the design and Construction of a Construction project as defined in CCNA.

Designee means the individual who has been delegated authority by this Code and/or the Delegation of Authority and Responsibility Policy approved by the JEA Board to conduct specific activities, tasks, duties, and responsibilities normally performed by a person holding a superior position.

~~Designee has the meaning set forth in Section 4-302 of this Code.~~

Determination means a finding or decision by JEA made in the course of the process of procuring Supplies or Services under this Code.

~~Directives means the procurement policies and procedures, and approvals, applicable to each exempt category of Supplies and Services pursuant to Section 2-102 of the Code.~~

Emergency shall have the meaning set forth in Section 3-113 of this Code.

~~Evaluation Team shall mean the individuals who are designated to review and score, if applicable, Bids, Proposals, or Responses to a Solicitation or replies to a Request for Quotes, or other procurement.~~

Ex Parte Communication has the meaning set forth in Section 1-107 of this Code.

Florida's Open Meetings Laws means the laws found in Chapter 286, Florida Statutes, as amended.

Formal Purchase shall have the meaning set forth in Section 3-101 of this Code.

Governmental Entity means any state or territory of the United States, or any county, city, town or other subdivision of any state or territory of the United States, or any public agency, public authority, educational, health, or other institution of such subdivision.

Informal Purchase shall have the meaning set forth in Section 3-102 of this Code.

Intent to Award means JEA's announcement via an email, posting of the Awards Committee agenda, or issuance of an Addendum stating its intent to award a Formal or Informal Contract.

Invitation for Bid or IFB means a type of Solicitation requesting price offers and qualification information for defined Supplies or Services.

Invitation to Negotiate or ITN means a type of Solicitation requesting competitive sealed replies with the intent to select one or more Vendors with which to commence negotiations for the procurement of Supplies or Services, and usually concluding with a Best and Final Offer from Respondents.

~~Irregularity means any change or omission in a Solicitation or offer (Bid, Proposal, Response) that does not have an adverse effect on JEA's best interest and does not affect the outcome of the Procurement process by giving a Bidder, Proposer, or Respondent an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.~~

JEA means that body politic and corporate created and established in Article 21 of the Charter of the City of Jacksonville.

JEA Board means the members of the JEA appointed to serve as provided by Section 21.03 of the JEA Charter.

JEA Charter means Article 21 of the Charter of the City of Jacksonville, as amended from time to time.

Letter of Credit means a commitment, usually made by a commercial bank, to honor demands for payment of an obligation upon compliance with conditions and/or the occurrence of certain events specified under the terms of the commitment.

Office of General Counsel means the City of Jacksonville's Office of the General Counsel.

Operational Procedures means the written process and procedures applicable to JEA Procurements and Procurement activities that have been promulgated in accordance with this Code.

~~Operations and Maintenance (O&M) means those services and activities necessary to ensure JEA's facilities' reliability, safety, and efficiency, including routine operations, routine repairs, and routine maintenance of~~

[infrastructure, equipment, systems, and related facilities.](#)

Organizational Element means any subdivision of JEA —(for example, a team, area, activity, department, group, business unit). — that utilizes Supplies or Services procured under this Code.

Organizational Element Manager means the person designated by the Chief Executive Officer to have responsibility for Procurement policies and procedures for certain categories of Supplies and Services under Section 2-102 of this Code, [in addition to other duties and responsibilities as set forth in this Code and the Operational Procedures.](#)

Pre-Source Selection Methods means the pre-source selection methods described in Section 3-103 of this Code.

Pilot Project shall have the meaning set forth in Section 3-118 of this Code.

Post, Posting or Posted means placing documents or information on JEA's centralized internet website in the manner and location in which similar documents or information are typically posted.

Procurement means purchasing, renting, leasing, or otherwise acquiring; or selling, renting, leasing or otherwise disposing of any Supplies or Services, including, but not limited to, all functions that pertain to such activities – e.g., description of requirements, selection and solicitation of sources, and preparation and Award.

Procurement Appeals Board means the body comprised of at least three members [of the Awards Committee](#) as designated in this Code to hear Appeals regarding Procurement actions in accordance with Article [545](#) of this Code.

Professional Services shall have the meaning set forth in the CCNA.

[Project Manager or JEA Project Manager](#) shall have the meaning set forth in Section 3-122.

Proposer means a Vendor submitting a Proposal in response to a Request for Proposals.

Proposal means a Vendor's submittal of its offer in response to a Request for Proposals.

Protest shall have the meaning set forth in Section 4-101 of this Code.

Protestant means a Vendor who files a timely and proper Protest in accordance with Article [45](#) of this Code.

Purchase Order means a document issued by JEA requesting that a Vendor provide specified Supplies and Services to JEA and may contain additional terms and conditions related to the provision of such Supplies and Services.

Real Estate means land, including buildings and improvements, its natural assets, easements or a permanent interest therein.

Request for Information has the meaning set forth in Section 3-103 of this Code.

Request for Proposals means a type of competitive Solicitation requesting offers that includes qualifications, methods or other information, and may or may not include price, in the form of a Proposal.

Request for Qualifications or RFQ has the meaning set forth in Section 3-103 of this Code.

Response means a Vendor's submittal of its qualifications and price to in response to an ITN or other Solicitation.

Respondent means a Vendor submitting a Response to an ITN or other Solicitation.

Responsible Bidder (or Responsible Proposer or Responsible Respondent) means a Vendor that, in the Chief Procurement Officer's Determination, has the business judgment, experience, facilities and capability in all respects to perform fully the Solicitation requirements, and the integrity and reliability that will assure good faith performance.

Responsive Bidder (or Proposer or Respondent) means a Vendor that, in the Chief Procurement Officer's Determination, has submitted a Bid, Response or Proposal that conforms in all material respects to a Solicitation.

Reverse Auction means a type of auction in which sellers bid for the prices at which they are willing to sell

their Supplies or Services.

Services means the furnishing of labor, time or effort by a Vendor, and includes, but is not limited to, work performed on Construction projects and the receipt, delivery and transmission of electric power, fuel, by-products or thermal energy, work customarily rendered by attorneys, certified public accountants, insurance agents, financial advisors, personnel consultants, health care providers and consultants, systems consultants, software or technology consultants, temporary staffing providers, and management consultants, and administrative, maintenance, repair, installation and other technical services. This term shall not include employment agreements or collective bargaining agreements.

Single Source has the meaning set forth in Section 3-112 of this Code.

Solicitation means a document (which may be electronic) issued by JEA for the Formal Purchase of Supplies, or Services, or Real Estate.

Source Selection means the type of Solicitation advertised or Procurement method JEA utilizes to obtain responses from Vendors to provide Services or Supplies (e.g., Invitation for Bids, Request for Proposals, Invitation to Negotiate)

Specifications means any description of the physical or functional characteristics, or of the nature of an item of Supply or Service. It may include a description of any requirement for inspecting or testing an item of Supply or Service or preparing such item for delivery. Also commonly referred to as Technical Specifications.

Supplies means all property, including but not limited to, equipment, materials, repair parts, consumables, tools, printing, and leases of real property.

Utility Industry Partner means a publicly-owned or privately-owned utility, utility industry trade association; exempt wholesale generator; co-generator or small power producer, or other entity whose business purpose is the generation or transmission or distribution or the promotion of the efficient use of electricity or water, approved by the Chief Procurement Officer, with whom JEA may legally engage in a Collaborative Procurement provided in Section 3-115 of this Code or a Joint Project as provided in Section 3-~~116~~¹¹⁷ of this Code.

Vendor means any person or legal entity that provides, agrees to provide, or is interested in providing, Supplies or Services to JEA.

ARTICLE 1- GENERAL PROVISIONS

1-101 Purposes, Rules of Construction

(1) *Interpretation.* This Code shall be construed to be consistent with the guiding principles and to promote its underlying purposes and policies set forth in this Section 1-101.

(2) *Guiding Principles.* This Code shall at all times be subject to the provisions of the JEA Charter found in Article 21 (JEA), Charter of the City of Jacksonville and the following [guiding principles](#)~~guiding principles~~:

(a) *Open and Fair Competition.* To the greatest extent reasonably possible, JEA shall use fair, competitive, and generally accepted government Procurement methods that seek to encourage the most competition and best price for the purchase of supplies, construction, professional and other contractual services. JEA should adhere to all applicable state procurement laws, including but not limited to laws governing the purchase of construction

services and professional design services.

~~(b)~~—*Transparency in Procurement processes.* This Code and all Procurement policies, Operational Procedures, rules, directives, standards, and other procurement governing documents, including any amendments thereto, shall be posted on JEA’s website in a conspicuous manner for the public to view. All records of JEA Procurement activities shall be subject to disclosure under

~~(b)~~ Florida’s public records laws, including, but not limited to those laws codified in Section 119, Florida Statutes, as amended.

(c) *Use of certain agreements.* The use of confidentiality, nondisclosure or similar agreements by government agencies are contrary to open and transparent government. Except regarding information or records deemed by JEA to be confidential or exempt information or records by law, JEA should not enter into confidentiality or nondisclosure agreements with third parties and should use confidentiality, nondisclosure or similar agreements sparingly in the conduct and operation of its Procurement activities. Additionally, JEA shall not require a member, officer or employee to maintain the confidentiality of information or records that is not confidential or exempt by law.

(3) *Purposes and Policies.* The underlying purposes and policies of this Code are:

(a) to provide for increased public confidence and consistency in the procedures followed in JEA Procurement;

(b) to ensure the fair and equitable treatment of all persons who deal with the JEA Procurement system;

(c) to maximize, to the fullest extent practicable, the purchasing value of JEA funds;

(d) to foster effective, broad-based competition among vendors purchasing good and services from JEA;

(e) to provide safeguards for the maintenance of the quality and integrity of the JEA Procurement system, and

(f) to ensure JEA’s Procurement activities comply with all applicable Florida Statutes.

(4) *Singular-Plural and Gender Rules.* In this Code, unless the context requires otherwise, words in the singular include the plural, and those in the plural include the singular.

(5) *Use of Capitals in Text.* Capitalized terms used in this Code shall have the meanings given to them in the Definitions section of this Code.

(6) *Job Titles.* If a JEA job title used in this Code is changed in the future due to JEA organizational changes, this Code shall be construed by substituting the appropriate successor job title.

(7) *Interpretation:* Where the word “shall” is used, it connotes a mandatory requirement. Where the word “may” is used, it connotes a permissive requirement.

1-102 Application of this Code

(1) *General Application.* This Code applies to Procurement activities conducted by JEA and repeals and replaces all previously adopted versions of the JEA Procurement Code. Notwithstanding the foregoing, nothing herein shall affect the validity of Procurement activities conducted in compliance with the version of the Code in effect at the time such activities were conducted.

(2) *Application to JEA Procurement.* This Code shall apply to all expenditures of public funds under Contract by JEA, irrespective of their source. It shall also apply to the sale or other disposal of JEA property and Supplies. [Notwithstanding the foregoing, this Code shall not apply to the acquisition or disposal of Real Estate by JEA.](#)

(3) *Application of City of Jacksonville Procurement Code.* If the Code is silent on a specific procurement procedures, JEA may defer to the City of Jacksonville Code where addressed.

1-103 Determinations

Written Determinations required by this Code shall be retained in the appropriate official Procurement or Contract file maintained in accordance with [Operational Procedures promulgated by the Chief Procurement Officer.](#)

1-104 Policy of Continuous Improvement

Suggestions for Improvements. The JEA Board intends for this Code to be a dynamic document comprising the best available public sector Procurement practices. To this end, the Chief Executive Officer encourages employees of JEA and others who deal with the JEA Procurement system to submit to the Chief Procurement Officer any ideas or suggestions for improvements to this Code.

1-105 Jacksonville Small Emerging Business (JSEB) Program; Minority Business Enterprises

JEA shall adhere to the City of Jacksonville's Small Emerging Business (JSEB) Program, or successor city program, in its Procurement procedures. Subject to applicable federal, state and local laws, with the JEA Board's approval, JEA is authorized to implement and to take all actions necessary to administer a race-conscious purchasing and Procurement program to remedy the present effects of past discrimination by JEA, if any, in the awarding of Contracts. Any such race-conscious program implemented by JEA to remedy the present effects of past discrimination by JEA, if any, in the awarding of Contracts must be supported by evidence and based on the required criteria and standards as set forth in applicable federal and [state laws](#)~~state laws~~.

1-106 General Counsel of the City of Jacksonville; Engagement of Legal Services

The General Counsel of the City of Jacksonville has the responsibility for providing all legal Services to JEA, including, but not limited to, legal Services relating to Procurement matters. The General Counsel may employ, supervise and terminate assistant counsels to assist with the efficient provision of legal Services for JEA. The General Counsel may authorize JEA to engage outside counsel upon certification by the General Counsel of compliance with the City of Jacksonville's Charter and JEA's authority, and a written finding of necessity by the General Counsel. The General Counsel shall consult with JEA before the General Counsel selects outside counsel. The provision of all outside legal Services to JEA shall be in accordance with the terms of an engagement letter authorized and approved by the General Counsel, including, but not limited to, the scope of the services provided and the maximum indebtedness of

JEA's obligations in connection with the engagement.

The provision of legal Services as contemplated by this Section 1-106 shall include all legal related services, e.g., court reporters, expert consultants or witnesses, and Real Estate property appraisers. Legal counsel engaged by JEA shall have the authority to engage such related legal Services only to the extent that the vendor of such related legal Services and the maximum indebtedness of JEA's obligations in connection with such services is approved in by the General Counsel and described in the engagement letter for such legal counsel. The engagement of related legal Services by outside counsel shall not be used as a means to circumvent the competitive bidding requirements or any other provisions of this Code.

1-107 Ex Parte Communication Prohibited

Adherence to procedures that ensure a fair open and impartial Procurement process is essential to the maintenance of public confidence in the value and soundness of the important process of public Procurement. Therefore, except as provided in subsection (3) of this Section 1-107, employees, agents and all other representatives of a Vendor shall be strictly prohibited from communicating, directly or indirectly, with any of the JEA representatives described in subsection (1) below during a period described in subsection (2) below.

(1) *Persons covered.* The prohibitions of this Section 1-107 shall apply to all JEA Board members, employees, agents, and other representatives if such persons are involved in JEA's Procurement process, or have any decision-making authority with respect to [the evaluation and award of a Formal or Informal Purchasean Award.](#)

(2) *Periods.* Ex Parte Communications are prohibited during the following periods:

(a) from the advertisement of a Solicitation through the Award of a Contract or cancellation of the Solicitation prior to Award; ~~and~~

[\(b\) from the initiation of a request for an Informal Purchase through award of a Purchase Order, Contract, or cancellation of the Procurement prior to award; and](#)

~~(b)(c)~~ from the initiation of a Protest through final resolution of such Protest under this Code.

(3) *Exclusions.* This Section 1-107 shall not prohibit:

(a) communications concerning process and questions regarding a Solicitation addressed to the JEA Procurement staff member designated in a Solicitation to answer questions about the Solicitation, including, but not limited to, communications initiated by such staff member in order to clarify aspects of a Bid, Proposal or Response;

(b) communications during public meetings held in accordance with Florida's Open Meetings Laws, for the purpose of discussing a Solicitation or an evaluation or selection process including, but not limited to, substantive aspects of the Solicitation document. (Such public meetings may include, but are not limited to, pre-Bid, pre-Proposal or pre-Response meetings, site visits to JEA's or a Vendor's facilities, interviews or negotiation sessions as part of the selection process, [meetings involving the review, evaluation, and scoring of Bids, Proposals, or Responses to solicitations, Award Committee meetings,](#) and other presentations by Bidders, Proposers, or Respondents. Exempted communications at such public meetings shall be limited to those consistent with the advertised purpose of the meeting and shall be communicated in a manner which can be heard by all those present at the meeting.);

(c) communications during negotiation sessions with Vendors to the extent exempt under Section 286.0113(2), Florida Statutes, as amended;

- ~~(d)~~ ~~(d) Awards Committee and the~~
(e) Procurement Appeals Board meetings advertised and conducted pursuant to Florida's Open Meetings Laws;
- (f) ~~(e)~~-contact by a Vendor currently under Contract with JEA, but only regarding work under that Contract and unrelated to the Solicitation or Protest currently in process; or
- (g) ~~(f)~~-communications between a Vendor and the Chief Procurement Officer, or JEA's legal counsel in accordance with the requirements of Article ~~545~~ of this Code.
- (4) Violation of this Section 1-107 by a Vendor or any of its employees, agents or other representatives may be grounds for any one or more of the following: (i) disqualification of the Vendor from eligibility for an Award; (ii) rescission of any Award to the Vendor; (iii) termination of any Contract with the Vendor; or (iv) a decision to suspend or debar the Vendor.

1-108 Retention of Procurement Records

All Procurement records shall be retained, made available, and disposed of in accordance with the requirements of all applicable laws, including but not limited to Chapter 119, Florida Statutes (Florida's Public Records Laws), as amended, and the rules and regulations promulgated by the Division of Library and Information Services of the Florida Department of State.

1-109 Collection of Data Concerning JEA Procurement; Annual Vendor Survey

The Chief Procurement Officer shall prepare and maintain statistical Data concerning the Procurement, usage, and disposition of all Supplies and Services, except for Procurements exempt under Section 2-102 of this Code and not procured under a process overseen by the Chief Procurement Officer.

Organizational Element Managers overseeing Procurements exempt under Section 2-102 shall furnish such reports as the Chief Procurement Officer may require concerning usage and needs, and the Chief Procurement Officer shall have authority to prescribe forms to be used by such Organizational Element Managers in requisitioning, ordering, and reporting of Supplies and Services.

The Chief Procurement Officer shall annually conduct a survey of actual, interested and prospective Bidders, Proposers, Respondents, and Vendors to obtain feedback on JEA's Procurement process. Such survey shall be on a form approved by the JEA Board and participation in the survey shall be open to actual, interested and prospective Bidders, Respondents, and Vendors. ~~Survey~~ survey topics may include, without limitation, various aspects of JEA's Procurement process such as information transparency and accessibility, preconferences, bid submittal packages, evaluations, and Awards. The Chief Procurement Officer shall report the results of such survey to the JEA Board and the JEA Board shall consider such survey results during the JEA Board's biennial review of this Code.

1-110 Record of Procurement Actions

The Chief Procurement Officer shall prepare and deliver a written report to the JEA Board on or before the JEA Board's last regularly scheduled meeting held in each calendar year summarizing all Awards made during the immediately preceding fiscal year. Such written report shall contain at a minimum the following information:

(a) The number of Awards for the reporting fiscal year;

~~(b)~~ A detailed listing of all Awards categorized by service type (e.g., Construction, Professional Services, Supplies, etc.), Award type (e.g., Single Source, Emergency, Request for Proposals, Invitation ~~(b)~~ to Negotiate, piggyback, etc.) and a brief description of each Award containing the Vendor name, Contract amount and Contract term;

(c) The number of JSEB Awards categorized by service type (e.g., Construction, Professional Services, Supplies, etc.), Award type (e.g., Single Source, Emergency, Request for Proposals, Invitation to Negotiate, piggyback, etc.), and a brief description of each Award containing the JSEB contractor name, Contract amount and Contract term;

(d) The number of Protests for the reporting fiscal year and the outcome of each Protest (i.e., whether JEA prevailed); and

(e) The annual survey results pursuant to the survey requirement in Section 1-109 of this Code.

After providing such written report to the JEA Board, the Chief Procurement Officer shall deliver the report to the Jacksonville City Council and the Mayor and post the report on JEA's website in a conspicuous manner for the public to view.

ARTICLE 2 - PROCUREMENT AUTHORITY & DESIGNATIONS, AND COMMITTEES

2-101 Procurement Authority and Duties of the JEA Board

Pursuant to Article 21 of the Charter of the City of Jacksonville, the JEA Board shall review and approve this Code and all amendments to this Code. The JEA Board may not delegate its approval of this Code, including any amendments thereto, to the Chief Executive Officer or any other officer, employee or agent of JEA. The JEA Board shall approve all Contracts as required by the Delegation of Authority and Responsibility Policy approved by the JEA Board or as subsequently amended.

The Chief Procurement Officer shall periodically review this Code and JEA's other Procurement procedures in accordance with the JEA Charter, and shall report to the JEA Board on the results of such review including any recommendations for changes the Chief Procurement Officer deems appropriate.

2-102 Procurement Code Exemptions

(1) Due to the nature of the following Supplies and Services, such Supplies and Services need not

be procured ~~not through~~^{through} the Chief Procurement Officer, and are not subject to approval by the Awards Committee, but may be procured using Procurement policies and procedures established by an Organizational Element Manager designated by the Chief Executive Officer for that category of Supplies and Services:

- (a) Generation Fuels, Emission Allowances, and Associated Transport;
- (b) Byproducts;
- (c) Purchase or Sale of Electric Energy, Electric Generation Capacity, Electric Transmission Capacity and Transmission Services – Short- and Long-Term Transactions;
- (d) Sale of JEA Owned Transmission and Ancillary Services, including applicable Enabling Agreements;
- (e) Environmental Allowances;
- (f) Real Estate, including easements;
- (g) Community Outreach Procurements; and
- (h) Financial Instruments and Services

The Operational Procedures shall provide more detail concerning the procedures on how to procure the above listed exempt categories of Supplies and Services.

(2) Prior to the Procurement of Supplies or Services by an Organizational Element Manager [for Supplies and Services exempted by Section 2-102](#), the Organizational Element Manager shall obtain all appropriate approvals required by the Procurement Exemption for the specific procurement which can be found in the Operational Procedures and verify there are no conflicts of interest between JEA and the ~~Vendor~~^{vendor}.

(3) In the absence of an Organizational Element Manager for a category of Supplies and Services exempt under subsection (1) of this Section 2-102, the Supplies and Services shall be procured through the Chief Procurement Officer in accordance with this Code and Operational Procedures.

(4) ~~Property and casualty insurance, and group insurance for public officers and employees as contemplated in Section 112.08, F.S., provided they are procured~~^{Human Resource Benefits may be awarded} through ~~the~~ broker or consultant ~~for those services~~ with ultimate approval by the Awards Committee [in accordance with the Operational Procedures](#).

~~(5)~~ [\(5\) Except as otherwise provided in this Code, any contractual services or commodities described as exempt under the City of Jacksonville Code of Ordinances, Section 126.108. For any purchase that meets the definition of a Formal Purchase, as provided in 3-101 of this Code, such purchase shall require Awards Committee approval.](#)

2-103 Appointment and Authority of the Chief Procurement Officer

(1) ~~Chief~~^{Central} Procurement Officer of JEA. The Chief Executive Officer shall appoint a Chief Procurement Officer. The Chief Procurement Officer shall be a full-time, appointed employee of JEA with demonstrated executive and organizational ability. The Chief Procurement Officer shall serve as the central point of contact for JEA Procurement matters.

(2) *Operational Procedures*. The Chief Procurement Officer shall promulgate Operational Procedures governing JEA Procurement activities that are consistent with the provisions of this Code. Whenever practicable, the Operational Procedures shall be updated to incorporate the use of new technologies, best practices, and streamlined

procedures for continuous improvement of JEA's Procurement activities. Material revisions to the Operational Procedures shall be approved by the Office of General Counsel prior to the revisions becoming effective.

(3) *Duties.* Except as otherwise specifically provided in this Code, the Chief Procurement Officer duties shall include, but are not limited to:

- (a) supervise and coordinate the Procurement of all Supplies and Services by JEA;
- (b) make Determinations as to what constitutes ~~an Irregularity~~ a minor irregularity in Bids, Proposals and Responses and when Bids, Proposals and Responses should be rejected as unresponsive;
- (c) conduct or coordinate training on JEA's Procurement policies and processes and related matters;
- (d) develop and maintain the standard contract language for Solicitations, Contracts and other documents used in the JEA's Procurement process in consultation with the Office of General Counsel; and
- (e) exercise the duties given to the Chief Procurement Officer in Article 4 of this Code.

2-104 Delegation of Authority by the Chief Procurement Officer

The Chief Procurement Officer may delegate any duty or authority given to the Chief Procurement Officer under this Code in writing to one or more ~~Designees~~ designees.

2-105 Procurement Document Review

The Chief Procurement Officer shall create a process and procedures to ensure all Solicitations and other documents used in JEA's Procurement process are reviewed to ensure compliance with this Code, the Operational Procedures and all applicable laws and regulations. The process and procedures for review of all Solicitations shall be set forth in the Operational Procedures.

2-106 Prequalification of Prospective Bidders and Proposers

The Chief Procurement Officer, or Designee, may establish a process by which prospective Bidders or Proposers may be deemed prequalified for a particular category of Supplies or Services, or other relevant criteria, whereby after obtaining said prequalification, the prospective Bidder or Proposer will be included in a Responsible Bidders List ("RBL") and/or Qualified Proposers List ("QPL"). The procedures related to the creation, maintenance, and revisions to the RBLs and QPLs, as well as the manner in which JEA can utilize RBLs and QPLs, shall be as set forth in the Operational Procedures.

2-107 Evaluation Team

The Chief Procurement Officer, or Designee, may establish an Evaluation Team for the purposes of reviewing, scoring, ranking, or otherwise evaluating Bids, Proposals, or Responses to a Solicitation or replies to a Request for Quotes, or other procurement, in accordance with Operational Procedures.

2-106-108 Awards Committee

(1) *Awards Committee Membership.* The JEA Awards Committee shall consist of three Vice Presidents or other senior Officers of JEA appointed by the Chief Executive Officer. Members of the Awards Committee shall serve a two-year term, or until their successors have been appointed. Multiple terms are permitted. The Chief Executive Officer will appoint an Awards Committee member to be the chair of the committee who will run the meeting. Members of the Awards Committee may be removed at any time with or without cause by the Chief Executive Officer. If an Awards Committee member shall cease to be qualified to serve, then the member's term shall be vacant until the Chief Executive Officer appoints a replacement.

(2) *Liaisons.* There shall be three permanent liaisons present at all meetings of the Awards Committee which shall include the Chief Procurement Officer, a representative from the Budget Organizational Element designated by the Chief Executive Officer and a representative from the Office of General Counsel. These liaisons shall not be considered voting members of the Awards Committee for purposes of Florida's Open Meetings Laws.

(3) *Quorum.* The presence of at least two voting members of the Awards Committee shall constitute a quorum. If a quorum is not present or any one of the three Liaisons is not in attendance, the meeting shall be cancelled. If a voting member of the Awards Committee or a liaison is unable to attend a meeting of the Awards Committee, that voting member or liaison may designate an alternate [who is either a senior Officer or a Director](#) to serve for that meeting, and the alternate shall for all purposes (including, but not limited to satisfying quorum requirements and voting) be considered a member or liaison, as the case may be, for that meeting.

2-1072-109 Awards Committee Procedures

All meetings of the Awards Committee shall be held in accordance with this Code and the requirements of

Florida's Open Meetings Laws and shall be properly noticed, and minutes shall be taken. The voting members of the Awards Committee shall not discuss any matter which foreseeably could come before the Awards Committee with

another voting member of the Awards Committee unless such discussions take place in a duly noticed meeting held in accordance with Florida's Open Meetings Laws.

Each voting member of the Awards Committee shall have one vote. It shall take a majority of the voting members of the Awards Committee for an item to be approved. Items may be presented to the Awards Committee as part of a regular or a consent agenda. Items placed on the consent agenda shall be those items that do not require discussion or explanation prior to committee action. An individual Awards Committee member may remove items from the consent agenda prior to the vote on the consent agenda. An item removed from the consent agenda shall be discussed and acted upon separately following the consideration of the consent agenda. Such items may be taken up immediately following approval of the consent agenda or placed later on the agenda at the Chair's discretion. Except as otherwise provided herein, once an Award ~~item~~Item is reviewed and approved by the Awards Committee, JEA is authorized to proceed with executing a Contract. Items that are moved from the consent agenda to the regular agenda shall require the approval of the Chief Executive Officer before the Award is finalized.

The Chief Procurement Officer shall conduct all meetings of the Awards Committee and shall present each Award item placed on the regular agenda to the Committee for its consideration. The Chair shall have the authority to determine the presence of a quorum and whether any voting requirement has been met. The Chief Procurement Officer shall be responsible for all administrative matters relating to the conduct of the Committee's business including, but not limited to, ensuring that proper notice is given, and minutes are taken.

2-1082-110Duties of the Awards Committee

(1) *Scope of Review.* The Awards Committee shall review each Award item presented to the Committee, by way of regular or consent agenda, and shall consider whether the proposed item is in compliance with this Code and in the best interest of JEA.

(2) *Required Approvals.* The following Procurements of Supplies and Services by JEA shall require approval by the Awards Committee:

(a) Formal Purchases of Supplies and Services by JEA as provided in Section 3-101, unless exempt under Section 2-102 (Procurement Code Exemptions) or specifically provided otherwise in this Code;

(b) changes to, and renewals of, any Contracts executed in connection with an Award approved by the Awards Committee if:

(i) the financial impact of the change or renewal exceeds 10% of the amount of the most recent Award approved by the Awards Committee, unless associated with Owner Direct Purchase;

(ii) the financial impact of the change or renewal exceeds \$1,000,000, unless associated with Owner Direct Purchase;

~~(iii)(a) the change or renewal causes an Informal Purchase to exceed the threshold for a Formal Purchases set forth in Section 3-101 of this Code;~~

(iii) the change is an assignment of a Contract; provided, however, that if the assignment arises in connection with a merger, sale of a Vendor or one of its business units or other similar extraordinary event involving the Vendor, the Chief Procurement Officer may authorize the assignment without the approval of the Awards Committee;

(iv) the change or renewal, in the opinion of the Chief Procurement Officer, changes the Award approved by the Awards Committee in any material respect.

~~(c) the change or renewal causes an Informal Purchase to exceed the threshold for a Formal Purchases set forth in Section 3-101 of this Code;~~

~~(d)~~ sales of Supplies or Services by JEA that exceed \$300,000 or annual spend in excess of \$300,000 for continuing services contracts, including, but not limited to the sale of any surplus items, in accordance with the Sale and Disposal of Surplus Materials Policy and Procedure;

~~(e)~~ Procurements exempt under Section 2-102 (Procurement Code Exemptions) of this Code if required by the Procurement processes and procedures established by the applicable Organizational Element Manager; and

~~(f)~~ ratification of all Formal Purchases procured under Section 3-113 (Emergency Procurements) of this Code.

(3) Availability of Funding for Procurement Items. The Awards Committee shall approve Awards items only after receiving confirmation as provided in this Section 2-~~110(3)08(4)~~ that sufficient funds are available for the Award. Prior to presentation to the Awards Committee, each Award item shall be reviewed and approved by the Budget Organizational Element to determine whether sufficient funding is available for the Award.

(4) Effect of Approval. Once an Award item is reviewed and approved by the Awards Committee, and the Chief Executive Officer as needed, JEA is authorized to proceed with actions to finalize the Procurement of the Supplies or Services consistent with the Award, including but not limited to, execution of a Contract, issuance of a Purchase Order and notice to proceed, and acceptance of delivery of Supplies and Services, subject to lawfully appropriated funds. An Award may be rejected if, in the judgment of the Chief Executive Officer, the Award does not comply with the requirements of the JEA Procurement Code, Operational Procedures, or other applicable law.

~~(5)~~ The JEA Board shall approve all those Contracts specified in the Delegation of Authority and Responsibility Policy. Contracts as required by Section 2-1 this Code.

(5)

2-1092-111 Alternative Delivery Methods

For projects utilizing alternative delivery methods such as, but not limited to, Design Build or CMAR, where the proposed project estimate as a whole will exceed the limits of the Delegation of Authority and Responsibility Policy, the procurement shall be taken to the JEA Board for approval as further defined in the Operational Procedures.

ARTICLE 3 – SOURCE SELECTION AND CONTRACT FORMATION

3-101 Formal Purchases

(1) Unless exempt under Section 2-102 of this Code, the following Procurements shall be considered Formal Purchases under this Code:

- (a) the Procurement of Supplies or Services where the estimated aggregate costs and fees for the Procurement exceed \$300,000 annually;
- (b) the Procurement of Capital and O&M projects where the estimated total project costs and fees for the Procurement exceed \$300,000;
- (c) “Public construction works” required to be competitively awarded under Section 255.20, [Florida Statutes, as amended;](#)
- (d) “Electrical work” required to be competitively awarded under Section 255.20, Florida Statutes, as amended; and
- (e) “Professional Services” required to be publicly announced under Section 287.055, Florida Statutes, as amended.

(2) Formal Purchases shall be procured using the process and procedures for Formal Purchases detailed in the Operational Procedures, [or as required by Florida Statutes.](#)

~~3-102~~ Informal Purchases

3-102

(1) Unless exempt under Section 2-102 of this Code, all Procurements not considered to be Formal Purchases under Section 3-101 of this Code shall be considered Informal Purchases.

(2) Informal Purchases may be made in accordance with Operational Procedures.

(3) Procurements shall not be artificially divided to constitute an Informal Purchase under this Section 3-102.

(4) Unless the Procurement is otherwise exempt under this Code, the Operational Procedures for Informal Purchases shall require, at a minimum, the following kind and number of quotations from prospective Vendors:

- (a) one properly documented quotation for Informal Purchases of \$10,000 or less; or
- (b) three properly documented quotations for Informal Purchases exceeding \$10,000; provided, however that if JEA fails to receive 3 quotations despite using all reasonable efforts to obtain 3 quotations, the Chief Procurement Officer may waive this requirement.

(5) Informal Purchases exceeding \$50,000 shall be Posted for 7 to 10 calendar days.

~~(6) Architectural, engineering, landscape architectural, or registered surveying and mapping services considered "Professional Services" under the CCNA in the amount of \$35,000 or less shall be exempt from competitive bidding under this Code. JEA may procure such services directly without competition.~~

3-103 Methods of Pre-Source Selection

(1) The Chief Procurement Officer may authorize any one or more of the following Pre-Source Selection Methods:

~~(1)~~(2) A Request for Information ("RFI") is a Pre-Source Selection Method that requests written information about the capabilities of Bidders, Proposers or Respondents and may prepare interested Vendors for participation in future Solicitations. The publication of an RFI does not obligate JEA to make the purchases referred to in the RFI. JEA may use information obtained from RFIs to develop scopes of work for future Solicitations.

~~(2)~~(3) A Request for Qualifications (“RFQ”) is a Pre-Source Selection Method used to qualify a pool of two or more Vendors which will be eligible to respond to future Solicitations.

~~(3)~~(4) An Intent to Bid is a Pre-Source Selection Method intended to provide notice and information to potential Vendors of JEA’s intent to issue a Solicitation for Supplies or Services. The Intent to Bid may request a response from Bidders confirming their intent to submit a Bid, Proposal or Response to a future JEA Solicitation. The publication of an Intent to Bid does not obligate JEA to make the purchases referred to in the Intent to Bid.

3-104 Methods of Source Selection

Unless exempt under Section 2-102 of this Code, all Formal Purchases shall be procured using one of the following Methods of Source Selection:

- (a) Section 3-105 (Invitation for Bids (IFB));
- (b) Section 3-106 (Request for Proposals (RFP));
- (c) Section 3-107 (Consultants’ Competitive Negotiation Act (CCNA)(Architectural, Engineering, Landscape Architectural, or Surveying & Mapping Services));
- (d) Section 3-108 (Design-Build Contracts);
- (e) Section 3-109 (Construction Management and Program Management);
- (f) Section 3-110 (Multi-Step Competitive Bidding);
- (g) Section 3-111 (Invitation to Negotiate (ITN))
- (h) Section 3-112 (Single Source);
- (i) Section 3-113 (Emergency Procurements);
- (j) Section 3-114 (Public Private Partnerships);
- (k) Section 3-115 (Collaborative Procurements);
- (l) Section 3-116 (Joint Projects);
- (m) Section 3-117 (Use of Publicly Procured Contracts);
- (n) Section 3-118 (Pilot Projects);
- (o) Section 3-119 (Use of Reverse Auctions);
- (p) Section 3-120 (Owner Direct Purchase)

The Chief Procurement Officer may elect to use any one of the Methods of Source Selection listed in this Section 3-104 if the Method of Source Selection is deemed by the Chief Procurement Officer to be in the best interest of JEA consistent with the purposes and guiding principles set forth in Section 1-101 of this Code. Notwithstanding the foregoing, the Method of Source Selection shall comply with the requirements of this Code, the provisions of any grant or other funding or cooperative agreements to which JEA is a party, and all applicable laws and regulations, including but not limited to, statutory requirements for the Procurement of Professional Services subject to the CCNA and

Construction services meeting certain statutory thresholds. As authorized by Florida Statute 255.20, in the event a [Contractor abandons the project prior to completion](#)~~Contract is terminated for a vendor's default~~, JEA may directly award a Contract for the completion of the [work](#)~~Work~~ that was to be completed under the terminated Contract. The Operational Procedures shall establish a process and procedures for each Method of Source Selection.

3-105 Invitation For Bids (IFB)

An IFB may be used when JEA is capable of defining the Specifications for a Supply or Service. An Award generally will be made to the Responsive and Responsible Bidder who submits the lowest Bid in a sealed competitive bidding process. Notwithstanding the foregoing, the Chief Procurement may waive ~~minor Irregularities~~ irregularities in a Bid and may reject all Bids if the Chief Procurement Officer deems such actions to be in the best interest of JEA.

3-106 Request for Proposal (RFP)

An RFP may be used when the Chief Procurement Officer determines that a Solicitation should include selection criteria in addition to price. If permitted by the Solicitation, various ~~Various~~ combinations or versions of Supplies or Services may be proposed by a Vendor to meet the Specifications in the RFP.

An RFP may be used to procure Construction Services to the extent permitted by Section 255.20(1)(d)(2), Florida Statutes.

3-107 Consultants' Competitive Negotiation Act (CCNA) (Architectural, Engineering, Landscape Architectural, or Surveying & Mapping Services)

Architectural, engineering, landscape architectural, or registered surveying and mapping services considered "Professional Services" under the CCNA shall be procured in accordance with the requirements of the CCNA.

3-108 Design-Build Contracts

A Design-Build Contract may be used when the general design and construction requirements are known, but the detailed design and engineering has not been completed. Design-build contracts as defined in Section 287.055(2)(i), Florida Statutes, shall be procured in accordance with the CCNA and the Operational Procedures.

3-109 Construction Management and Program Management

Services may be procured from Construction Management Entities and program management entities in accordance with the provisions of Section 255.103, Florida Statutes. After selection and competitive negotiations, a Construction Management Entity may be required to offer a guaranteed maximum price and a guaranteed completion date or a lump-sum price and a guaranteed completion date as a construction manager "at risk" in accordance with the provisions of Section 255.103, Florida Statutes (a "Construction Manager at Risk" or a "CMAR").

3-110 Multi-Step Competitive Bidding

The Multi-Step Bidding Method of Source Selection involves a two-phase process in which Bidders first submit proposed revisions to both the commercial and technical terms of the Solicitation. During the second phase of the process, Bidders submit a bid price based on a revised Solicitation issued by JEA. An Award is based solely on the price of the Bid and does not include additional discussions or negotiations of material terms and conditions with Bidders after Bids are received. Multi-Step Competitive Bidding allows JEA to obtain Vendor feedback before finalizing commercial and technical terms to be used in an Invitation for Bids.

3-111 Invitation to Negotiate (ITN)

The Invitation to Negotiate is a Method of Source Selection which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which JEA may negotiate in order to receive the best value. The ITN process shall generally consist of three phases: Administrative Review, Evaluation, and Negotiation, that allows JEA to directly negotiate with Vendors to obtain best overall value for JEA. Under the ITN, JEA first evaluates initial Proposals with the intent to identify one or more Responsive and Responsible Respondents with which will then be evaluated by an Evaluation Team and result in a shortlist of one or more Vendors who will proceed to the Negotiation Phase. Thereafter, Respondent with which JEA may enter into one or more rounds of negotiations. Negotiations may result in modifications to the scope of work and terms and conditions of the ITN, submission of revised Bids or Responses, and may conclude with the submission of Best and Final Offers from one or more Vendors. In the event the original scope of work is substantially modified through the negotiation process, JEA may, but is not required to, request revised Bids or Responses based on the new scope of work developed during the negotiation phase. The procedures for conducting an Invitation to Negotiate shall be described in more particularity in the ITN Solicitation and the Operational Procedures.

ITNs may provide best value for JEA when establishing master contracts or definite delivery contracts for complex Supplies or Services, or when determining or refining scope, methods, or other nonprice aspects of a Solicitation. Notwithstanding anything contained in the Code to the contrary, under limited circumstances, an ITN may utilize price as the primary or sole selection criteria for an ITN.

For each use of the ITN Method of Source Selection, prior to issuance of the ITN, the Chief Procurement Officer shall document in writing the reasons that procurement by an IFB or a RFP is not practicable, and the reasons an ITN will produce the best value for JEA compared to other Method Source Selection processes an IFB or RFP. In addition to negotiating price, additional reasons must be stated as to why negotiations are needed to realize best value for JEA. Examples of such reasons are “the ITN method allows refining approaches, methods, tools, requirements, deliverables, and systems;” ~~or~~, “identifying and incorporating value added services offered by Vendors into final requirements;” ~~or~~ “given the nature of the goods or services solicited, the ITN method allows JEA to negotiate the best terms and conditions with a potential vendor prior to Award.”

3-112 Single Source

Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines [that in order to meet certain functional or performance requirements](#), there is only one justifiable source for the required Supplies or Services (justifications below):

[a-\(1\)](#) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; *(examples include highly specialized equipment/services, OEM, exclusive intellectual property, only one supplier can meet the JEA Standard requirement, memberships to organizations)*

[b-\(2\)](#) the Supplies/Services are a follow-up of Supply/Service that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive

[c-\(3\)](#) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer, or Designee, may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an “Emergency” means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain for JEA, to avoid delays to any Governmental Entity, or avoid significant financial loss through immediate or timely action; or
- (f) a declared federal, state, or local state of emergency, or a valid public emergency certified by the Chief Executive Officer.

The Chief Procurement Officer, or Designee, shall submit all Formal Purchases made under this Section 3- 113 to the Awards Committee for ratification as soon as reasonably practicable after the Formal Purchase is made.

Transition of Emergency. Once the Emergency is resolved or the Emergency declaration is lifted, JEA will cease using the [Services/services](#) procured as an Emergency. If the [Services/services](#) are still needed after the end of the Emergency, JEA will procure those [Services/service](#) in accordance with the Code [and may continue to utilize said Services until Award of a new Contract following a Procurement.](#)

3-114 Public-Private Partnerships

JEA may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of JEA’s facilities in accordance with the provisions of Section 255.065, Florida Statutes, as may be amended from time to time. The Operational

Procedures shall set forth a process and procedures for the receipt and solicitation of such proposals that meet the requirements of Section 255.065, Florida Statutes, as amended from time to time.

3-115 Collaborative Procurements

JEA may participate in, sponsor, conduct, or administer a Collaborative Procurement for the Procurement of any Supplies or Services ~~or Real Estate~~ with one or more Governmental Entities, utility.

industry partners, nonprofit organizations or purchasing alliances in accordance with the terms of an agreement entered into between the participants. Such Procurements shall be in accordance with this Code and the Operational Procedures.

JEA shall not participate in, sponsor, conduct, or administer a Collaborative Procurement agreement for the purpose of circumventing this Code.

3-116 Joint Projects

Except where doing so is to circumvent the purpose of this Code, JEA may enter into joint projects with public or utility industry partners, the City of Jacksonville and its other independent agencies, political subdivisions or other Governmental Entities (e.g., the United States Navy, the Florida Department of Transportation, etc.). Joint projects may include, but shall not be limited to, combined water, sewer, drainage and road projects with the City of Jacksonville and Florida Department of Transportation.

Notwithstanding the foregoing, the Procurement of Supplies and Services by JEA in a Joint Procurement shall be consistent with the guiding principles and purposes of this Code set forth in Section [1-101+101](#).

3-117 Use of Publicly Procured Contracts

JEA may procure Supplies or Services by using or “piggybacking” on contracts of the City of Jacksonville or its independent agencies, political subdivisions, other city and state or governmental agencies, school board districts, community colleges, federal agencies, Governmental Entities, or public colleges or universities, provided that the contracts of such other entities were competitively procured [consistent with the purposes and guiding principles set forth in Section 1-101 of this Code](#), and the terms and conditions of JEA’s Contract are at least as favorable as the terms and conditions of the contract on which JEA is piggybacking. Formal Purchases using this Method of Source Selection shall be awarded through the Awards Committee.

3-118 Pilot Projects

A Pilot Project allows JEA to procure Supplies or Services on a trial basis in limited amounts and for a limited period of time in order to determine whether to proceed with a Formal Solicitation for the Procurement of such Supplies or Services.

If the estimated aggregate cost of Supplies and Services to be procured during a Pilot Project do not exceed \$100,000, and the term of the Contract for the Pilot Project does not exceed two years, the selection of

a Vendor to participate in the Pilot Project is not required to be selected using a competitive solicitation process unless required by applicable law. However, after the conclusion of the Pilot Project, the Supplies or Services evaluated during the Pilot Project shall be procured using one of the other Methods of Source Selection provided in Section 3-

104 of this Code.

Where the cost to JEA of the Supplies and Services during the Pilot Project is \$100,000 or more, JEA shall publicly advertise the Pilot Project so that Vendors may submit their qualifications to provide such Supplies or Services. Based on the qualifications submitted by Vendors in response to such public advertisement, JEA will select one or more Vendors to participate in the Pilot Project. Once the Pilot Project is complete, the Chief Procurement Officer will determine whether JEA will initiate a competitive bidding [process to obtain the Supplies or Services.](#)

[process to obtain the Supplies or Services.](#)

3-119 Use of Reverse Auctions

When the Chief Procurement Officer determines that procurement by a Reverse Auction is in the best interest of JEA, the Chief Procurement Officer may procure Supplies or Services by Reverse Auction, [in accordance with the Operational Procedures.](#) Reverse Auctions may be used with the following Solicitation types:

- (a) Invitation for Bids (IFB) – With Reverse Auction
- (b) Request for Proposals (RFP) – With Reverse Auction
- (c) Invitation to Negotiate (ITN) – With Reverse Auction

Reverse Auctions are to be used solely for obtaining lowest pricing. Prior to conducting a Reverse Auction, the following must be established for each Bidder, Proposer or Respondent:

- (a) Invitation for Bids – Bidders must provide documentation that they meet the minimum qualifications and any other requirements set forth in the IFB.
- (b) Request for Proposals – The Proposers must provide fully responsive Proposals. JEA shall evaluate Proposals and select at the top three, or more, ranked Proposers to participate in a Reverse Auction to establish pricing.
- (c) Invitation to Negotiate – At the conclusion of the negotiation process for an ITN, where all terms other than price have been agreed, JEA may choose to use a Reverse Auction to establish pricing.

3-120 Owner Direct Purchases (ODP)

[In order to realize the cost savings of being a tax-exempt entity, JEA is authorized to direct purchase equipment, materials and supplies that are budgeted and included in previously approved projects or contracts pursuant to Florida Statute §212.08\(6\), Rule 12A-1.094, Florida Administrative Code, or other applicable rule or regulation, hereinafter referred to as owner-direct purchase \(ODP\).](#)

[The procedures for ODP are further described in the Operational Procedures.](#)

3-1203-121 Form of Contract Documents

The Office of General Counsel shall approve as to form all Contract documents for Formal Purchases. Contract Amendments do not require OGC form approval, unless otherwise provided in the Operational Procedures.

Purchase Orders may be used to form a Contract for Informal Purchases and Formal Purchases when the Chief Procurement Officer determines that a Formal Contract is not necessary. Purchase Orders shall be on a form that incorporates general terms and conditions reviewed and approved by the Office of General Counsel. If a Contract other than a Purchase Order is executed for an Informal Purchase, the Contract does not require form approval by the Office of General Counsel, unless specifically requested by the CPO, or unless such Contract contains terms materially different than JEA's standard terms and conditions. -

In accordance with the JEA Charter, unless otherwise provided in the JEA Charter or by law, all Contracts of any kind, and in any form entered into by JEA, including, but not limited to, Procurement Contracts, Joint Project Contracts, interlocal agreements, and Purchase Orders for Informal Purchases shall contain a provision clearly specifying a fixed, maximum monetary indebtedness of JEA thereunder.

3-1213-122 Execution of Contract Documents

Unless otherwise set forth in the Delegation of Authority and Responsibility Policy, the Chief Executive Officer shall execute all Contracts. The Chief Executive Officer may delegate to the Chief Procurement Officer the authority to execute Contracts. Contracts and Purchase Orders may be executed by electronic means.

3-1223-123 JEA Project Manager

All Contracts shall provide for a JEA Project Manager who will have the responsibility for overseeing all work under the Contract and all payments made by JEA under the Contract. The Operational Procedures shall contain additional details concerning the responsibilities of JEA's Project and Contract Managers.

3-1233-124 Continuing Services Contracts

Continuing services contracts, and continuation contracts based on unit prices, may be utilized for recurring Procurements of Supplies and Services that are projected to be made over a period of time. The total amount of all Procurements issued under a continuing services contract shall not exceed JEA's maximum indebtedness set forth in the Contract or the amount as authorized by Florida Statutes for the specific category of work, if any, and shall comply with all other applicable laws.

3-1243-125 Contract Pricing Terms

Contract pricing terms are required in all Contracts and are the basis for payment approvals. The appropriate type of pricing terms will depend on the type of Contract and work being performed. The Operational Procedures may contain additional guidance concerning the type of pricing terms what are appropriate for certain types of Contracts.

3-1253-126 **Compliance with Federal and State Procurement Requirements**

To the extent that a conflict exists between the provisions of this Code and the provisions of federal or state procurement requirements necessary to receive and expend grant funding, the CPO, in consultation with the Office of General Counsel, is authorized to waive any such conflicting Code provision and comply with the federal or state procurement requirement. In the event a Code provision is waived pursuant to this section, upon final approval of the contract award, the CPO shall notify the Chief Executive Officer, in writing. Documentation of a waiver authorized under this section shall be retained in the appropriate official Procurement or Contract file.

ARTICLE 4 - ADMINISTRATIVE REMEDIES

4-101 Protests

4-101

(1) Guiding Principles. It is important that actual or prospective Bidders, Proposers and Respondents have confidence in JEA's Procurement process and procedures. One method of maintaining this confidence is to provide Vendors with an opportunity to file Protests relating to Solicitations and Awards and Intent to Award as provided in this Section 4-101.

(2) Applicability. The provisions of this Section 4-101 Article shall apply only to Formal Purchases Procurement actions as defined in Article 3-101, and as further provided herein. All other disputes will be resolved by the CPO as provided in the Operational Procedures. The decision of the CPO concerning a dispute related to an Informal Purchase shall be final and is not subject to appeal. The provisions of this ~~Article~~ Section 4-101 may not be used in connection with any Contract dispute, determination of Vendor performance, or Contract termination. After a Contract is executed, the terms of the Contract shall govern the parties to the Contract. Such cancelations and rescissions are not subject to Protest.

JEA shall have the right to cancel, or rescind and re-issue, all Solicitations of any type, at any time until the time JEA executes a Contract under the Solicitation. Such right shall include the right to rescind an Award or an Intent to Award, which decision cannot form the basis of a Protest.

(+)

(2)(3) Right to Protest Procurement Actions. Any Vendor ~~who~~ that is adversely affected by a decision or an intended decision concerning a Formal Purchase solicitation, Award, or an Intent to Award, and who has standing to protest said decision or intended decision under Florida law may submit a written Protest meeting all of the requirements of subsections (433) and (544) of this Section 4-101. ~~Protests in connection with the requirements of a Solicitation or a Determination made in connection with a Solicitation shall include, but not be limited to, Protests concerning any event or aspect of the Procurement process that followed the issuance of the Solicitation and led to the~~

~~Award or Intent to Award, Protests relating to the rejection of a Bid, Proposal or Response, including, but not limited to, whether a Bidder, Proposer or Respondent is Responsible or Responsive, and Protests relating to any ranking, scoring, or short listing of Proposers or Respondents.~~ Protests shall not include challenges to minimum qualifications, the Technical Specifications, the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria.

~~(3)(4)~~ *Protest Requirements.* Protests shall:

- (i) be submitted in writing in a letter or email addressed to the Chief Procurement Officer within the timeframes set forth in this Section 4-101;
- (ii) identify the Solicitation, Award, or Intent to Award, by number and title or other language sufficient to enable the Chief Procurement Officer to identify the Solicitation, Award, or Intent to Award;
- (iii) demonstrate the timeliness of the Protest;
- (iv) state the Protester's complete legal name, address, email address, phone number, name of the Vendor representative to whom notices should be sent, and a statement of legal standing to Protest~~protest~~; and

(v) clearly state with particularity the issues and material facts ~~supporting the Protest, and any legal authority~~ upon which the Protest is based, and any legal authority (statutes, laws, ordinances, or other legal bases) upon which the Protest is based predicated, along with a clear statement of the specific request for relief the Protestant deems itself entitled by application of such authorities to such grounds ~~requested remedy.~~

Contact information for the Chief Procurement Officer can be found at jea.com under the Procurement section of the website.

(5) Time Requirements.

~~(4) Timely Notice of Protest. Timeliness.~~

(i) All Protests ~~concerning an Award or an Intent to Award, or a Determination made in connection with a Solicitation,~~ must be received in writing by the Chief Procurement Officer within two (2) Business Days after the Posting or other written notification of JEA's decision or intended decision, whichever is earlier. Without limitation, the Posting of the Awards Committee agenda on JEA's website, or JEA's issuance of an Addendum or email to all Bidders, Proposers or Respondents stating its Intent to Award or establishing the short list of Respondents or Proposers, shall constitute notification of an Award or Intent to Award, or other Determination. The period for filing a Protest under this subsection (i) shall begin at the time of the Posting or other such notification.

(ii) Request for Extension to File Supplemental Protest Documentation. At the time of filing a timely Protest, a Protestant may request an extension of three (3) Business Days after the date its Protest is timely received, in which to provide supplemental Protest materials. Such extension may be granted or denied in the Chief Procurement Officer's ~~JEA's~~ sole discretion. Failure to submit a request for extension or to timely submit the supplemental Protest materials shall constitute a waiver of any right to supplement the Protest. All written information, documents, materials and legal authority the Protestant will provide to the Chief Procurement Officer must be received by the deadline established by the Chief Procurement Officer in extension ~~notice~~ provided to the Protestant, if applicable.

(iii) Delivery. The timely filing of a Protest shall be accomplished when said written Protest is actually received by the Chief Procurement Officer within the applicable time limitation or period contained herein. The responsibility and burden of proof that its Protest has been timely and properly received shall rest with the Protestant, regardless of the method of delivery employed. No time will be added to the above limits for service by mail.

~~(5)(6) Untimeliness of Protest and Standing.~~ Protests failing to meet the requirements of subsections (3) and (4) shall be rejected and shall constitute a waiver of all rights of the Protestant to file a Protest with respect to that subject matter. A Determination of whether a Protest meets the requirements of subsections ~~(43)~~ and ~~(54)~~ shall be made by the Chief Procurement Officer and is not subject to Protest or Appeal to the Procurement Appeals Board.

~~(6)(1) JEA shall have the right to cancel, or rescind and re-issue, all Solicitations of any type, at any time until the time JEA executes a Contract under the Solicitation. Such right shall include the right to rescind an Award or an Intent to Award. After a Contract is executed, the terms of the Contract shall govern the parties to the Contract. Such cancellations and rescissions are not subject to Protest.~~

(7) ~~Protest Bond.~~ Within 48 hours from a submitting a Protest, the Protestant is required to submit a protest bond, or alternate security approved by JEA, the amount of 1% of Protestant's submitted Bid/ Proposal/Response amount or \$10,000, whichever is less. If the Protestant does not submit the protest bond within the specified timeframe, the ~~Protest~~protest will be void and ~~the Protestant~~ waives the right to further protest JEA's decision. If the Protest is successful, the protest bond shall be returned in full to the Protestant within a reasonable time.

(7) However, if JEA prevails, JEA shall retain the protest bond, in full or in part, in order to cover any administrative costs associated with addressing the protest.

(8) *Notice of Protest to Affected Third Parties.* Upon receipt of a timely and proper Protest, JEA will notify Vendors known to JEA to be directly affected by the outcome of the Protest. All information, documents, materials and legal authority relating to the Protest that any such Vendor will provide to the Chief Procurement Officer must be received by the deadline established by the Chief Procurement Officer in such notice.

(9) *Protest Hearings.* Protestants shall not be entitled to a hearing of any kind prior to a decision of the Chief Procurement Officer concerning a Protest. The Chief Procurement Officer, in his/her sole discretion, may conduct a hearing before making a decision. The Chief Procurement Officer shall be entitled to establish procedures for the conduct of any hearing and may set forth some or all of such procedures in the Operational Procedures or in the notice of the hearing. The Chief Procurement Officer or Designee shall provide Vendors known to JEA to be directly affected by the outcome of the Protest with a notice of the hearing providing the time, date, location and manner of the hearing.

(10) *Decision by Chief Procurement Officer.* After receipt of a Protest, and following a hearing, if any, ~~and any period of time the Chief Procurement Officer may allow for other interested parties to respond to the Protest,~~ the Chief Procurement Officer shall issue a written decision on the Protest. The written decision shall identify the Protestant, recite relevant facts material to the decision, and state the decision and briefly summarize the Chief Procurement Officer's reasoning leading to the decision. The Chief Procurement Officer's review of a Protest shall be limited to material contained in the Protestant's response to the Solicitation that is the subject of the Protest, and the Chief Procurement Officer's decision shall be based on whether the Procurement action being protested was arbitrary, capricious, or clearly erroneous. In the event the decision is subject to review by the Procurement Appeals Board under this Article 4, the written decision of the Chief Procurement Officer shall inform the Protestant of this right with a reference to the Sections of this Code ~~and Operational Procedures~~ outlining the procedures for Appeals.

(11) *Appeal Rights.* Protest decisions made by the Chief Procurement Officer may be appealed to the JEA Procurement Appeals Board pursuant to Section 4-106 below. Notwithstanding the foregoing, a Protestant shall not have the right to appeal a Determination by the Chief Procurement Officer about whether a Protest met the requirements of subsections ~~(43)~~ and ~~(54)~~ of this Section.

(12) *Stay of Procurement During Protests and Appeals.* During the pendency of a Protest meeting the requirements of subsections ~~(43)~~ and ~~(54)~~ or an Appeal properly filed under ~~this Code Subsection (10) above~~, JEA shall not proceed further with the Solicitation or with the Award unless the Chief Procurement Officer, after consultation with the Organizational Element Manager, makes a Determination that proceeding with the Solicitation or Award without delay is necessary to protect a substantial interests of JEA.

(13) Nothing in this Article 4 shall affect the ability of the Office of General Counsel to settle Protests pending the outcome of decisions by the Chief Procurement Officer, the Procurement Appeals Board, or the courts.

4-102 Suspensions and Debarments

(1) *Authority.* The Chief Procurement Officer, after consultation with the Organizational Element Manager, shall have authority to suspend or debar a Vendor from consideration for participation in any Procurement undertaken by JEA, or inclusion in a RBL or QPL.

(2) *Causes for Suspension or Debarment.* In making a decision of whether to suspend or debar a Vendor, and the length of any suspension or debarment, the Chief Procurement Officer shall consider the seriousness of the facts leading to the suspension or debarment. The causes for suspension or debarment may include, but not be limited to, the following:

(a) conviction of a Public Entity Crime and inclusion on the State of Florida Convicted Vendor List pursuant to Section 287.133, Florida Statutes, as amended;

(b) violation of the terms or requirements of a Contract in a manner that is regarded by the Chief Procurement Officer to be so serious as to justify a suspension or debarment decision, including, but not limited to, the following:

(i) a failure, without good cause, to perform in accordance with a Contract, Specifications, performance levels, warranty provisions, bonding and insurance requirements, or to comply within the time limits provided in the Contract, or

(ii) failure to timely pay subcontractors or materialmen; or

(iii) continued failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts, provided that the failure to perform or unsatisfactory performance was not caused by acts beyond the control of the Vendor; or

(c) suspension or debarment by another Governmental Entity including, but not limited to, the City of Jacksonville;

(d) actions by the Vendor that are determined by the Chief Procurement Officer to be fraudulent or in bad faith;

(e) violation of JEA's or the City of Jacksonville's Ethics Code;

(f) violation of provisions of this Code relating to Ex Parte Communications;

(g) actions by a Vendor that resulted in damage to JEA property;

~~(g)~~(h) existence of delinquent obligations of the Vendor to JEA, including claims by JEA for liquidated damages under any Contract; and

~~(h)~~(i) any other cause the Chief Procurement Officer determines to be so serious and compelling as to justify a Vendor's suspension or debarment.

(3) *Suspension/Debarment Timeframes.* The Chief Procurement Officer, in concurrence with the Chief of the Business Organizational Element, shall consider the causes set forth in (2) above in determining the length of a Vendor's suspension or debarment. Suspensions shall be subject to the maximum length as set forth below:

- ~~a(a)~~ First Offense – up to 2 years suspension of bidding privileges
- ~~b(b)~~ Second Offense – up to 5 years suspension of bidding privileges
- ~~c(c)~~ Third Offense – Vendor is debarred and bidding privileges are suspended permanently.

(4) *Effect of Suspension or Debarment.* A Vendor that is suspended or debarred under this Section 4- 102 shall be ineligible to participate in Procurements or as otherwise specified by the CPO. The suspension or debarment may extend to all entities with common ownership or common management as the Vendor that has been suspended or debarred and may include work undertaken by the debarred Vendor (or such related entity) as a subcontractor or materialman, as determined by the CPO on a case--by--case basis. The CPOJEA has the option to debar a Vendor at any time depending on the egregiousness of their actions; and is not required to issue a First or Second offense as described above.

(5) *Decision.* The Chief Procurement Officer shall issue a written letter to the Vendor informing it of the decision to suspend or debar that Vendor. The decision shall:

- (a) recite relevant facts material to the Chief Procurement Officer’s decision;
- (b) state the reasons for the decision;
- (c) state whether the Vendor is a suspension or debarment;
- (d) state the timeframe for suspension or debarment; and
- (e) inform the suspended or debarred Vendor involved of any rights to administrative review as provided in this Article ~~455~~.

~~(6)~~ ~~(5)~~ *Finality of Decision.* A suspension or debarment decision by the Chief Procurement Officer shall be final and conclusive, unless timely appealed in accordance with Section 4-106.

4-103 Creation of the Procurement Appeals Board

The Chief Executive Officer shall appoint a Procurement Appeals Board (PAB) composed of a chair and two other members. The PAB members may be selected from those already appointed by the Chief Executive Officer to of the Awards Committee who shall either be a Vice President or other senior Officer. The Chief Executive Officer reserves the right to appoint any Vice President or other Senior Officer to the PAB in the event of a conflict of interest arises with an existing Awards Committee member. The members of the Procurement Appeals Board~~composed of a chair and two other members of the Awards Committee who~~ shall serve until their successors are appointed by the Chief Executive Officer. A representative from the Office of General Counsel shall serve as counsel to the Procurement Appeals Board. The chair and two other members of the Procurement Appeals Board must be present to constitute a quorum of the Procurement Appeals Board.

4-104 Procurement Appeals Board Procedures

(+)—Meetings of the Procurement Appeals Board shall be held in accordance with Florida's Open Meetings Laws. Accordingly, meetings will be publicly noticed, minutes will be taken, and a member of the Procurement Appeals Board shall not discuss with another member any matter which foreseeably may

(1) _____ come before the Procurement Appeals Board unless the discussion occurs in a meeting held in accordance with Florida's Open Meeting Laws.

(2) Each member of the Procurement Appeals Board shall have one vote. A decision by the Procurement Appeals Board shall require a majority vote of the members of the Procurement Appeals Board.

(3) The chair of the Procurement Appeals Board shall have the authority to establish procedures for the Procurement Appeals Board and its meetings, provided that such process and procedures are consistent with this Code and the Operational Procedures.

4-105 Authority of Procurement Appeals Board

The Procurement Appeals Board is authorized to review and make a final decision on any Appeal of a written decision issued by the Chief Procurement Officer under:

- (a) Section 4-101 (Protests) of this Code; or
- (b) Section 4-102 (Suspensions and Debarments) of this Code.

The Procurement Appeals Board is not authorized to intercede in, or hear Appeals relating to, Determinations made in connection with Vendor disputes regarding performance under a Contract, other than the authority granted to review and make decisions regarding Appeals of Suspensions or Debarments as provided in Section 4-102 of this Code.

4-106 Appeals

(1) *Appeal Submittal.* A Vendor seeking to appeal a decision of the Chief Procurement Officer under Section 4-101 ([Protests](#)) or 4-102 ([Suspensions and Debarments](#)) of this Code shall submit its appeal in writing by letter or email to the Chief Procurement Officer in accordance with the timeliness and other requirements set forth in this Section 4-106 (an "Appeal"). The Appeal shall clearly state the following:

- (a) the grounds, relevant facts and legal authority supporting the Appeal; and
- (b) acts supporting the Vendor's standing to Appeal.

(2) *Timeliness and Standing.* An Appeal relating to a decision of the Chief Procurement Officer under Section 4-101 ([Protests](#)) of this Code must be received by the Chief Procurement Officer no later than three [\(3\)](#) Business Days after issuance of a written decision by the Chief Procurement Officer. An Appeal relating to a decision of the Chief Procurement Officer under Section 4-102 ([Suspensions and Debarments](#)) of this Code must be received by the Chief Procurement Officer no later than [fifteen \(15\)](#) days after issuance of a decision by the Chief Procurement Officer under Section 4-102. To have standing to Appeal, a Vendor must have been adversely affected by [such decision](#)~~such decision~~.

(3) Failure to submit a timely Appeal or to have standing to Appeal under subsections (1) and ~~(2)~~ of this Section 4-106 shall result in dismissal of the Appeal and constitute a waiver of all rights to appeal a decision of the Chief Procurement Officer. A Determination of whether an Appeal meets the requirements.

of subsections (1) and (2) shall be made by the chair of the Procurement Appeals Board and is not subject to appeal to the Procurement Appeals Board.

~~(4)(1) All written information, documents, materials and legal authority the Vendor making an Appeal desires to provide to the Procurement Appeals Board must be sent to the Chief Procurement Officer and received by the deadline established by the chair of the Procurement Appeals Board in the notice of hearing provided to the Vendor making the Appeal.~~

(5)(4) Upon receipt of a timely and proper Appeal, the Chief Procurement Officer will notify Vendors known to JEA to be directly affected by the outcome of the Appeal. Any information, materials and legal authority relating to the Appeal that any such Vendor desires to provide to the Procurement Appeals Board must be received by the deadline established by the Chief Procurement Officer in such notice.

4-107 Review of Appeals

(1) Upon receipt of an Appeal, the Chief Procurement Officer shall forward the Appeal to the Procurement Appeals Board and, if the Appeal is determined by the chair of the Procurement Appeals Board to be proper and timely, a meeting of the Procurement Appeals Board to consider the Appeal shall be scheduled.

(2) The chair of the Procurement Appeals Board shall have a Notice of Hearing prepared and sent to the Vendor making the Appeal. All written information, documents, materials and legal authority the Vendor making an Appeal desires to provide to the Procurement Appeals Board must be sent to the Chief Procurement Officer and received by the deadline established by the chair of the Procurement Appeals Board in the notice of hearing provided to the Vendor making the Appeal.

(2)(3) Representatives of the Vendor appealing the decision, will be afforded an opportunity to present the merits of the Appeal based solely upon the grounds, facts and legal authority contained in its written Appeal submitted to the Chief Procurement Officer. Representatives of any other Vendors adversely affected by the resolution of the Appeal will also be given an opportunity to be heard and to present information before the Procurement Appeals Board. The Chief Procurement Officer and the Chief Procurement Officer's legal counsel shall also be given an opportunity to respond to the Appeal and the presentations to the Procurement Appeals Board. Formal rules of evidence, including, but not limited to, those found in the Florida Evidence Code, do not apply to presentations made at meetings of the Procurement Appeals Board. The Chair of the Procurement Appeals Board may impose reasonable limitations on the amount of time each Vendor has to present, allow members of the Procurement Appeals Board to ask questions of any party at any time, and may impose other reasonable requirements relating to all presentations and the conduct of the meeting. The chair of the Procurement Appeals Board shall have the authority to make all Determinations and resolve any disputes concerning the process and procedures for Appeals and the conduct of the meeting.

4-108 Standard of Review for Procurement Appeals Board

(1) The standard of review used by the Procurement Appeals Board in making its decision shall be whether the Chief Procurement Officer's decision is:

- (i) in conflict with this Code and the Operational Procedures;

- (ii) arbitrary;
- (iii) capricious;
- (iv) dishonest;
- (v) fraudulent;
- (vi) clearly erroneous;
- (vii) illegal; or
- (viii) without any basis in fact or otherwise must be reversed based on applicable law.

(2) The burden shall be on the Vendor appealing the Chief Procurement Officer's decision to demonstrate that the standard of review is met.

(3) A majority vote of the members of the Procurement Appeals Board shall be required to render a decision.

(4) The Procurement Appeals Board shall deliberate at the meeting held to consider the Appeal and announce its decision prior to adjourning the meeting. The decision of the Procurement Appeals Board shall be final and binding. Following the adjournment of the meeting, the Procurement Appeals Board will issue a written decision within three (3) business days, and a copy of same shall be provided to the Vendor appealing the decision, as well as to all participants in the competitive process .-

JEA Board Agenda

MEMORANDUM



Authorization for Easement Purchase from Jacksonville Aviation Authority

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Real Estate Services requests the Board approve the proposed easement acquisitions for the subject substation and utility corridor from Jacksonville Aviation Authority.

Consent Agenda Item: Yes No

Presenter: Jordan Pope, Senior Vice President, Administrative Services

Chief: Jody Brooks, Chief Administrative Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis: JEA's Electric Transmission and Distribution Planning department has identified a route to provide electric service for increased demand and future development in the Northwest area of Duval County. The overall project consists of two future electric substations and an approximate 11-mile corridor for electric transmission and distribution infrastructure.

To support the planned improvements, JEA Real Estate Services has negotiated the purchase of easement rights from the Jacksonville Aviation Authority. The acquisition consists of 10 acres for an electric substation, 39.70 acres for a utility corridor, and 2.54 acres for an access easement for a total of 52.24± acres.

Real Estate Services continues to pursue additional property rights for the remainder of the overall project.

Financial Impact: JEA's current appraisal values the subject easements at \$5,663,800.00. The Jacksonville Aviation Authority has agreed to sell the subject easements for appraised value.

Committee/Board Meeting/Workshop & Date Presented: Capital Projects Committee Meeting - May 23, 2025

- Appendix:
- Board Resolution 2025-16
 - Location Map
 - Purchase and Sale Agreement For Easements



BOARD RESOLUTION: 2025-16

May 27, 2025

A RESOLUTION TO DELEGATE AUTHORITY TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT TO THE CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR IN ACCORDANCE WITH JEA CHARTER SECTION 21.10.

WHEREAS, the purchase of easement interests in real property for a new electric substation and a supporting utility corridor 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 October 29, 2024, requires Board approval for all real estate purchases of more than \$2,000,000.00;

WHEREAS, JEA staff has negotiated, and Office of General Counsel has approved, acceptable terms and conditions for the purchase of 52.24± acres of easement interests being those portions of real property more particularly described in the purchase agreement and those property descriptions attached hereto as **Exhibit A** (the "Subject Property");

WHEREAS, JEA's current appraisal of the Subject Property has estimated the property value to be \$5,663,800.00; and

WHEREAS, JEA Real Estate Services has requested and the Seller has agreed to a purchase price of \$5,663,800.00.

BE IT RESOLVED by the JEA Board of Directors that:

1. The Board hereby approves the Purchase Agreement between the Jacksonville Aviation Authority, a body politic and corporate, 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 her designee, or the Real Property Procurement Officer the authority to execute the Purchase Agreement in its substantial form, any and all documents in connection with the Purchase Agreement and all other documentation as may be reasonably required to complete the real estate transaction.
3. The Board further delegates to the Chief Executive and Managing Director or her designee, or the Real Property Procurement Officer the authority to extend the closing deadline of the Purchase Agreement for up to an additional 180 days should the Seller require more time to obtain FAA approval for the sale.
4. The purchase price for the Subject Property shall not exceed \$5,663,800.00 without additional approval by the JEA Board of Directors.

Dated this 27th day of May 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



Project: NW Transmission
RE Parcel #s: 019280-0005; 019580-0000; 019580-2000; 019580-1000

PURCHASE AND SALE AGREEMENT FOR EASEMENTS

THIS PURCHASE AND SALE AGREEMENT FOR EASEMENTS (this "Agreement") is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date"), by and between **JEA**, a body politic and corporate ("Buyer"), and **JACKSONVILLE AVIATION AUTHORITY**, a body politic and corporate ("Seller").

1. Easement Purchase. Upon the terms and conditions set forth in this Agreement, Seller hereby agrees to sell and Buyer agrees to purchase (i) a perpetual, exclusive utility easement (the "Exclusive Easement") upon, above and below that portion of Seller's real property described in Exhibit A-1 attached hereto (the "Exclusive Easement Area"), and (ii) a perpetual, non-exclusive utility easement (the "Non-Exclusive Easement"); the Exclusive Easement and the Non-Exclusive Easement are sometimes hereinafter collectively referred to as the "Easements") upon, above and below that portion of Seller's real property described in Exhibit A-2 attached hereto (the "Non-Exclusive Easement Area"; the Exclusive Easement Area and the Non-Exclusive Easement Area are sometimes hereinafter collectively referred to as the "Easement Area"). The agreed upon form of the Exclusive Easement is attached hereto as Exhibit B-1, and the agreed upon form of the Non-Exclusive Easement is attached hereto as Exhibit B-2.

2. Purchase Price. The Buyer shall pay Seller the sum of \$5,663,800.00 (the "Purchase Price") for the Easements at Closing. Payment of the Purchase Price shall be delivered in the form of a certified check, or by wire transfer of funds at Closing.

3. FAA Approval.

- a. FAA Approval Contingency: Inasmuch as time of the essence, this Agreement is expressly contingent upon Seller obtaining the written approval of the U. S. Federal Aviation Administration (FAA) for the sale of the Easements as required under applicable federal laws, regulations, grant assurances, and obligations (the "FAA Approval").
- b. Seller's Obligations: Seller shall, at its expense, prepare and submit to the FAA all documentation required to obtain the FAA Approval, including but not limited to: (1) A request for release of the Property from federal obligations; (2) An environmental review in accordance with the National Environmental Policy Act ("NEPA"); (3) Documentation showing that the sale of the Property is consistent with the Airport Layout Plan; and (4) Evidence that the Property will be sold at fair market value.
- c. Cooperation: Buyer shall cooperate with Seller in obtaining the FAA Approval, including providing information regarding Buyer's intended use of the Property.
- d. Termination: If the FAA Approval is not obtained within 180 days from the Effective Date (the "FAA Approval Period"), either party may terminate this Agreement by written notice to the other party, whereupon neither party shall have any further rights or obligations hereunder except those which expressly survive termination.

- e. Extension: The FAA Approval Period may be extended upon mutual written agreement of the parties.
4. Closing. The closing settlement (the "Closing") shall take place by delivery of closing documents and funds in escrow with Edwards Cohen ("Closing Agent"), at 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202. The Closing shall take place no later than 30 days after the receipt of the FAA Approval, if required, or if FAA approval is not required, 90 days after the Effective Date, or as such earlier date as the parties may mutually agree.
5. Closing Costs.
 - a. At Closing, Buyer shall pay for recording fees of the Easements, Buyer's attorney's fees, and costs of title insurance, survey, due diligence reports, and inspections performed by or on behalf of the Buyer.
 - b. At Closing, Seller shall pay for Seller's attorney's fees, and recording fees for any curative documents. The parties agree that the grant of the Easements herein contemplated is exempt from documentary stamp tax.
6. Inspection. Buyer and Buyer's authorized representatives may at any time prior to Closing enter upon the Easement Area and inspect, examine, survey and otherwise perform or conduct such tests, assessments, inspections, studies, audits or other evaluations as Buyer deems necessary. Buyer will exercise this right of entry in such a way so as to not cause unreasonable damage to the Easement Area. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer agrees to indemnify and save Seller harmless from all claims of liability for any personal injury or property damage caused by any action or omission of Buyer or its authorized representatives with respect to its entry and inspections of the Easement Area, unless caused by preexisting conditions of the Easement Area or Seller's negligence.
7. Risk of Loss. The risk of loss or damage to the Easement Area occurring prior to Closing shall be borne by the Seller. In the event of such loss or damage, Buyer may terminate this Agreement upon written notice to Seller.
8. No Brokers. 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. 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 or the termination of this Agreement.
9. Closing Documents. On or before Closing, Seller shall deliver to the Closing Agent:
 - a. The Non-Exclusive Easement;
 - b. The Exclusive Easement;
 - c. An Owner's No Lien and Possession Affidavit;
 - d. A "non-foreign" affidavit or certificate pursuant to Internal Revenue Code Section 1445;

- e. A Closing Statement; and
- f. Any other documentation reasonably required to consummate the transaction.

10. Approval Contingencies.

a. This Agreement is contingent upon Buyer being able to obtain approval from Buyer's Board of Directors for the purchase of the Easements. It is understood that Buyer shall notify Seller on or before the outside date for Closing of the decision of the Buyer's Board of Directors. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

b. This Agreement is contingent upon Seller being able to obtain approval from Seller's Board of Directors for the sale of the Easements. It is understood that Seller shall notify Buyer on or before the outside date for Closing of the decision of the Seller's Board of Directors. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

c. In addition, this Agreement is contingent upon approval of the Federal Aviation Administration (FAA) for Buyer's proposed use of the Easement Area.

11. Notices. Any notice or other communication ("Notice") that any party is required, or may desire, to give pursuant to this Agreement shall be effective if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed delivery service, or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

To Buyer: JEA
225 North Pearl Street
Jacksonville, Florida 32202
Attention: Real Estate Services

To Seller: Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218

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.

12. Governing Law. 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.

13. Entire Agreement. 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.

14. Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

15. Interpretation. 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.

16. Counterparts. 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 all 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. This Agreement may be executed by one or more parties using an electronic signature, which the parties agree shall constitute an original signature and be binding for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EXECUTION ON FOLLOWING PAGES

BUYER:

JEA, a body politic and corporate

By: _____
Jordan Pope
Senior V.P., Administrative Services

Date: _____

SELLER:

JACKSONVILLE AVIATION AUTHORITY, a body politic and corporate

By: _____
Print: _____
Its: _____
Date: _____

EXHIBIT A-1

Legal Description of the Exclusive Easement Area

A PORTION OF LOTS 3 AND 4, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, LYING IN AND BEING A PORTION OF SECTION 39, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARNOLD ROAD (A 66 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 81°39'27" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 4568.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°39'27" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 530.56 FEET; THENCE SOUTH 01°48'24" EAST, 635.84 FEET; THENCE SOUTH 41°09'45" EAST, 254.61 FEET; THENCE SOUTH 00°00'00" EAST, 141.85 FEET; THENCE NORTH 90°00'00" EAST, 337.32 FEET; THENCE NORTH 00°00'00" EAST, 892.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

EXHIBIT A-2

Legal Description of the Non-Exclusive Easement Area

A PORTION OF LOTS 3 AND 4, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN AND BEING A PORTION OF SECTION 39, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARNOLD ROAD (A 66 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 81°39'27" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 4568.80 FEET; THENCE SOUTH 00°00'00" EAST, 892.07 FEET; THENCE NORTH 90°00'00" WEST, 237.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, 290.80 FEET; THENCE SOUTH 19°17'33" WEST, 964.02 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTH 89°26'08" WEST, ALONG LAST SAID LINE, 106.32 FEET; THENCE NORTH 19°17'33" EAST, 983.14 FEET; THENCE NORTH 00°00'00" EAST, 273.80 FEET; THENCE NORTH 90°00'00" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.88 ACRES, MORE OR LESS.

AND

A PORTION OF LOTS 4, 5 AND 7, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN AND BEING A PORTION OF SECTION 39, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARNOLD ROAD (A 66 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 00°07'03" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 204.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'03" EAST, ALONG LAST SAID LINE, 119.82 FEET; THENCE NORTH 56°41'27" WEST, 403.83 FEET; THENCE NORTH 81°39'27" WEST, 4228.38 FEET; THENCE NORTH 00°00'00" EAST, 101.07 FEET; THENCE SOUTH 81°39'27" EAST, 4265.18 FEET; THENCE SOUTH 56°41'27" EAST, 359.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.63 ACRES, MORE OR LESS.

AND

A PORTION OF LOTS 6 AND 7, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN AND BEING A PORTION OF SECTION 39, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF LOT 6, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF SAID FORMER PUBLIC RECORDS AND BEING A PORTION OF SECTION 40, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 00°07'03" EAST, ALONG SAID EASTERLY

RIGHT OF WAY LINE, 186.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'03" EAST, ALONG LAST SAID LINE, 105.20 FEET; THENCE SOUTH 72°01'57" EAST, 701.42 FEET; THENCE NORTH 29°24'10" EAST, 322.37 FEET; THENCE NORTH 89°10'11" EAST, 140.42 FEET; THENCE NORTH 80°41'47" EAST, 297.70 FEET; THENCE SOUTH 89°26'40" EAST, 962.65 FEET; THENCE NORTH 89°54'43" EAST, 197.36 FEET; THENCE SOUTH 86°22'15" EAST, 788.63 FEET; THENCE NORTH 89°16'33" EAST, 289.04 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 524.00 FEET, AN ARC DISTANCE OF 223.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°29'14" EAST, 222.13 FEET; THENCE SOUTH 50°55'05" EAST, 152.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 243 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,597.00 FEET, AN ARC DISTANCE OF 51.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°15'45" EAST, 51.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 135.00 FEET, AN ARC DISTANCE OF 55.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°18'42" EAST, 55.57 FEET; THENCE NORTH 50°55'05" WEST, 127.52 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 624.00 FEET, AN ARC DISTANCE OF 280.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°50'34" WEST, 278.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°16'33" WEST, 285.24 FEET; THENCE NORTH 86°22'15" WEST, 788.08 FEET; THENCE SOUTH 89°54'43" WEST, 200.05 FEET; THENCE NORTH 89°26'40" WEST, 970.72 FEET; THENCE SOUTH 80°41'47" WEST, 298.92 FEET; THENCE SOUTH 89°10'11" WEST, 190.48 FEET; THENCE SOUTH 29°24'10" WEST, 298.04 FEET; THENCE NORTH 72°01'57" WEST, 652.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.38 ACRES, MORE OR LESS.

AND

A PORTION OF LOT 6, TISON'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING A PORTION OF SECTION 40, CHARLES SETON GRANT, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF LOTS 6, 7 AND 8, SUBDIVISION OF PART OF G.N. TISON ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 71 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 243 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 64°03'18" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 56.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 64°03'18" WEST, ALONG LAST SAID LINE, 110.31 FEET; THENCE SOUTH 50°55'05" EAST, 99.68 FEET; THENCE SOUTH 48°34'07" EAST, 381.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 956.00 FEET, AN ARC DISTANCE OF 386.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°08'13" EAST, 383.43 FEET; THENCE

SOUTH 35°36'40" WEST, 364.45 FEET; THENCE SOUTH 04°33'31" WEST, 455.29 FEET; THENCE SOUTH 77°55'08" EAST, 466.80 FEET; THENCE NORTH 54°03'52" EAST, 232.70 FEET; THENCE NORTH 40°50'01" EAST, 522.70 FEET; THENCE NORTH 53°37'27" EAST, 400.76 FEET; THENCE NORTH 90°00'00" EAST, 187.34 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 19.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°31'14" EAST, 19.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°02'29" EAST, 1963.35 FEET; THENCE SOUTH 25°45'53" WEST, 494.37 FEET; THENCE SOUTH 33°47'58" WEST, 923.71 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14178, PAGE 821 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 79°32'18" EAST, ALONG LAST SAID LINE, 139.63 FEET; THENCE NORTH 33°47'58" EAST, 833.28 FEET; THENCE NORTH 25°45'53" EAST, 557.66 FEET; THENCE SOUTH 89°11'15" WEST, 11.16 FEET; THENCE NORTH 19°02'29" WEST, 2132.96 FEET; THENCE NORTH 90°00'00" WEST, 340.04 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 100, PART 'K', RECORDED IN OFFICIAL RECORDS BOOK 16794, PAGE 587 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 06°12'57" EAST, ALONG LAST SAID LINE, 32.56 FEET; THENCE SOUTH 53°37'27" WEST, CONTINUING ALONG LAST SAID LINE, 198.34 FEET; THENCE NORTH 90°00'00" EAST, 84.31 FEET; THENCE SOUTH 53°37'27" WEST, 276.21 FEET; THENCE SOUTH 40°50'01" WEST, 522.31 FEET; THENCE SOUTH 54°03'52" WEST, 176.56 FEET; THENCE NORTH 77°55'08" WEST, 334.60 FEET; THENCE NORTH 04°33'31" EAST, 339.84 FEET; THENCE NORTH 35°36'40" EAST, 261.85 FEET; THENCE SOUTH 54°23'20" EAST, 50.00 FEET TO THE NORTHWESTERLY LINE OF SAID LANDS DESIGNATED PARCEL NO. 100, PART 'K'; THENCE NORTH 35°36'40" EAST, ALONG LAST SAID LINE, 250.00 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 856.00 FEET, AN ARC DISTANCE OF 542.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°43'57" WEST, 533.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48°34'07" WEST, 383.78 FEET; THENCE NORTH 50°55'05" WEST, 55.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.81 ACRES, MORE OR LESS.

AND

A PORTION OF LOTS 7 AND 8, SUBDIVISION OF PART OF G.N. TISON ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 71 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 243 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, EASTERLY AND SOUTHERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 48°34'07" EAST, 417.11 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

NORTHERLY, HAVING A RADIUS OF 806.00 FEET, AN ARC DISTANCE OF 758.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°32'01" EAST, 730.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 77°30'05" EAST, 178.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,775.00 FEET, AN ARC DISTANCE OF 304.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°38'34" EAST, 304.15 FEET; COURSE NO. 5: SOUTH 06°12'57" EAST, 28.00 FEET TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 6: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,747.00 FEET, AN ARC DISTANCE OF 82.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°38'34" EAST, 82.32 FEET; COURSE NO. 7: NORTH 85°30'05" EAST, 139.93 FEET; COURSE NO. 8: SOUTH 04°29'55" EAST, 45.00 FEET; COURSE NO. 9: NORTH 85°30'05" EAST, 95.99 FEET TO THE POINT OF BEGINNING; COURSE NO. 10: CONTINUE NORTH 85°30'05" EAST, 51.65 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17619, PAGE 1698 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 19°02'29" EAST, ALONG LAST SAID LINE, 2179.60 FEET; THENCE SOUTH 25°45'53" WEST, 55.91 FEET; THENCE SOUTH 89°11'15" WEST, 11.16 FEET; THENCE NORTH 19°02'29" WEST, 2228.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.54 ACRES, MORE OR LESS.

EXHIBIT B-1

Form of Exclusive Easement

EXHIBIT B-2

Form of the Non-Exclusive Easement

JEA Board Agenda

MEMORANDUM



Maxville Substation - Authorization for Condemnation

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Board approve acquisition through condemnation should negotiations prove unsuccessful.

Consent Agenda Item: Yes No

Presenter: Jordan Pope, Senior Vice President, Administrative Services

Chief: Jody Brooks, Chief Administrative Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis: Pursuant to Section 21.04 of the JEA Charter and Article 3 of the Real Estate Services Procurement Directive, JEA has the authority to acquire all property in the best interests of JEA.

To support the expansion, operation, and continued reliability of the electric system, JEA has identified approximately 16.29 acres for the future Maxville Substation. The subject property was selected due to its location adjacent to a planned 230kV transmission circuit and its proximity to existing and future electric demand. Real Estate Services is actively negotiating with the property owner but has so far been unable to reach an agreement.

JEA continues to seek other suitable sites while requesting condemnation authority for the subject property. This ensures that any delays in negotiations or acquisitions do not jeopardize the project schedule.

Financial Impact: JEA received two appraisals on the subject parcel. The first in the amount of \$560,300 and the second in the amount of \$420,000. Should JEA proceed with condemnation, additional fees and expenses may be incurred consistent with Florida Statutes.

Committee/Board Meeting/Workshop & Date Presented: Capital Projects Committee Meeting - May 23, 2025

- Appendix:
- Resolution 2025-23
 - Ownership interests
 - Boundary survey
 - Property location map



BOARD RESOLUTION: 2025-23

May 27, 2025

A RESOLUTION OF JEA AUTHORIZING NEGOTIATED ACQUISITION AND EXECUTION OF ACQUISITION AGREEMENTS OF CERTAIN LAND DESCRIBED HEREIN FOR ELECTRIC UTILITY INFRASTRUCTURE AND ASSOCIATED FACILITIES, UNDER CERTAIN TERMS AND CONDITIONS, AND FAILING SUCCESSFUL NEGOTIATIONS AS TO ANY AND ALL SUCH LAND, AUTHORIZING CONDEMNATION PROCEEDINGS; DECLARING THE NECESSITY FOR ACQUIRING FEE SIMPLE OWNERSHIP THROUGH CONDEMNATION BY RIGHT OF EMINENT DOMAIN IN CERTAIN LAND; AUTHORIZING THE OFFICE OF GENERAL COUNSEL TO INSTITUTE APPROPRIATE CONDEMNATION PROCEEDINGS; WAIVING ANY CONFLICTING PROVISIONS OF THE REAL ESTATE SERVICES PROCUREMENT DIRECTIVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA is authorized to construct, operate, and maintain facilities for public utilities for the general public and is vested by law with the power of eminent domain to acquire real property rights, for all public utilities including, but not limited to, electric, water, reclaimed water, and sewer purposes in the event that negotiations for their purchase is concluded unsuccessfully;

NOW, THEREFORE, BE IT RESOLVED by the JEA Board of Directors ("Board") that:

Section 1. Managing Director Authorized to Acquire. The Managing Director, or her designee, is hereby authorized to negotiate and acquire and to enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of the lands described in Exhibit "A", to construct, operate and maintain electric utility infrastructure and related facilities. JEA declares that the land described in Exhibit "A" is reasonably necessary for this use. The Managing Director, or her designee, shall accomplish such acquisition on such terms and conditions as specified by JEA.

Section 2. Declaration of Necessity. In the event any such negotiation is concluded unsuccessfully within a reasonable period, as determined by JEA, JEA declares the reasonable necessity for acquiring through condemnation by right of eminent domain the lands described in Exhibit "A". The purpose of the acquisition is to construct, operate, and maintain public electric utility infrastructure and related facilities and to accommodate future expansion of public electric utility infrastructure

Section 3. Acquisition of Fee Simple Ownership. JEA shall acquire by eminent domain fee simple ownership of the land described in the attached Exhibit "A" for the public purposes stated herein. There are no mobile homes on the property.

Section 4. Institution of Legal Proceedings. The Office of General Counsel is authorized and empowered to institute at the direction of the Managing Director and on behalf of JEA the appropriate legal proceedings to acquire by condemnation the fee simple interest in the land described in the attached Exhibit "A". Upon such direction, the

Office of General Counsel is authorized to initiate and institute proceedings in accordance with the authority granted to JEA pursuant to Chapters 73, 74 and 361, Florida Statutes, for the exercise of the power of eminent domain in order to obtain the possession and fee simple title of the property described in Exhibit "A" in advance of the final judgement, as provided by law and determined necessary by this Board for the public purposes set forth herein.

Section 5. Pre-suit Mediation. The Board hereby approves pre-suit mediation as allowed by Chapter 73.015(3), Florida Statutes, and delegates mediation settlement authority to the Managing Director/CEO or her designee.

Section 6. Waiver. Any conflicting provisions of the Real Estate Procurement Directives are hereby waived.

Section 7. Correction of Errors. To the extent that there are administrative, typographical, and/or scrivener's errors contained herein that do not substantively change the tone, tenor, or effect of this Resolution, then such errors may be revised and corrected by the Managing Director, or authorized designee, with no further action required by the Board.

Section 8. Effective Date. This Resolution shall be effective upon its adoption by the Board.

Dated this 27th day of May 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by:

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Ownership Interests:

1. Gayla L. Lanier
8665 Pine Street
Maxville, FL 32234-2765

Property Address:
16957 Normandy Blvd.
Jacksonville FL 32234

RE # 001137-0000

2. Marian Lucas
8665 Pine Street
Maxville, FL 32234-2765

Property Address:
16957 Normandy Blvd.
Jacksonville FL 32234

RE # 001137-0000

PROPERTY LOCATION MAP



JEA Board Agenda

MEMORANDUM



Arlington East Water Reclamation Facility Phase 2 Expansion - Wharton-Smith Contract

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Board approve the amended Wharton-Smith contract to include the Owner Direct Purchase (ODP) language, in accordance with JEA's Procurement Code.

Consent Agenda Item: Yes No

Presenter: Rob Zammataro, Chief Water Systems Officer

Chief: Rob Zammataro, Chief Water Systems Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis:

The Arlington East Water Reclamation Facility (WRF), built in 1976 and located at 1555 Milcoe Road, is our second largest wastewater treatment facility. It currently treats about 20 million gallons of wastewater daily. It produces reclaimed water for irrigation, and its effluent will serve as the source water for the 1 MGD H2O Purification Center and the 6 MGD purified water facility.

Phase 2 of the plant expansion includes upgrades of the influent structure, aeration basin, and blowers. The influent structure, including the screens, concrete structure, influent and effluent channels, and piping are experiencing severe deterioration due to high levels of hydrogen sulfide gas. The aeration basin, primary clarifier, and blowers are undersized, making it difficult to meet nitrogen reduction during winter months and peak storm events. Phase 2 will completely replace the influent structure, add a new aeration basin and new blowers, and replace two primary clarifiers.

The design was completed by Hazen and Sawyer in November 2024. JEA received one bid from Wharton-Smith in the amount of \$99,117,000. In February 2025 the JEA Board awarded the contract.

Procurement is revising the Procurement Code (P-Code) to incorporate new language under Section 3-120 – Owner Direct Purchases (ODP). This update will allow JEA to directly purchase equipment, materials, and supplies related to capital and operational projects, in accordance with Florida Statute §212.08(6) and Florida Administrative Rule 12A-1.094, in order to achieve sales tax savings.

Utilizing the ODP process allows for the following benefits:

- Significant Tax Savings: Direct purchases by the utility enable exemption from Florida sales tax on qualifying materials, reducing overall project costs
- Lower Contractor Financial Burden: By leveraging JEA's ability to directly purchase materials, contractors are relieved of significant upfront expenditures, reducing their financial risk and overhead, which is particularly beneficial for smaller or local contractors

JEA Board Agenda

MEMORANDUM



Arlington East Water Reclamation Facility Phase 2 Expansion - Wharton-Smith Contract (Continued)

Background Information & Analysis (cont'd):

- **Lower Bonding Requirements:** Direct purchase of materials lowers the contract value, which can reduce the amount of performance and payment bonds required by the contractor
- **Enhanced Cost Transparency:** Owner direct procurement improves cost visibility and provides better control over material specifications, lead times, and supplier selection

For the Arlington East WRF Phase 2 expansion project (a hard bid), JEA is currently evaluating the use of ODP to directly purchase approximately \$17M in equipment. The total contract value is \$99M, and the projected tax savings through ODP is approximately \$1 million.

This strategic change aligns with best practices in utility capital project management and supports JEA's ongoing commitment to fiscal responsibility, efficiency, and transparency.

Financial Impact:

JEA to save \$1 Million in Florida state sales tax

Committee/Board Meeting/Workshop & Date Presented:

February 25, 2025 - Capital Projects Meeting
Capital Projects Committee Meeting - May 23, 2025

Appendix:

Resolution 2025-29



BOARD RESOLUTION: 2025-29

May 27, 2025

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CEO TO EXECUTE A CONTRACT AMENDMENT TO JEA CONTRACT NO. JEA 12409 AUTHORIZING THE UTILIZATION OF OWNER DIRECT PURCHASES ON PHASE 2 OF THE ARLINGTON EAST WATER RECLAMATION FACILITY EXPANSION PROJECT

WHEREAS, the Arlington East Water Reclamation Facility (the WRF) is JEA's second largest water treatment facility; and

WHEREAS, between 2015 and 2020, JEA completed Phase 1 of the expansion of the WRD, including adding a fifth secondary clarifier and upgrading the four existing secondary clarifiers and associated appurtenances, in order to increase the WRF's capacity and flexibility and ensure reliability and redundancy; and

WHEREAS, on February 25, 2025, the JEA Board of Directors authorized JEA to enter into a contract with Wharton-Smith, Inc., in an amount not to exceed ninety-nine million one hundred seventeen thousand dollars (\$99,117,000.00) for completion of Phase 2 of the WRF expansion, including upgrades of the influent structure, aeration basin, and blowers and replacement of the two primary clarifiers; and

WHEREAS, JEA and Wharton-Smith, Inc., have entered into JEA Contract No. JEA12409, dated April 30, 2025, for completion of Phase 2 of the WRF expansion; and

WHEREAS, JEA has determined that it can realize significant cost savings on the WRF expansion by directly purchasing equipment, materials, and supplies related to capital and operational projects in order to achieve sales tax savings in accordance with Section 212.08, Florida Statutes, and Rule 12A-1.094, Florida Administrative Code (Owner Direct Purchases); and

WHEREAS, JEA and Wharton-Smith wish to amend JEA Contract No. JEA12409 to include the ability for JEA to conduct Owner Direct Purchases.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.
2. The Managing Director/CEO, or her designee, is authorized to execute a contract amendment to JEA Contract No. JEA12409 authorizing the utilization of Owner Direct Purchases on Phase 2 of the Arlington East Water Reclamation Facility Expansion Project.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further Board authorization.
4. This resolution shall be effective immediately upon passage.

Dated this 27th day of May 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA Board Agenda

MEMORANDUM



Interlocal Agreement for Emergency Mutual Potable Water Interconnection - St. Johns County

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff request Board authorize Managing Director/Chief Executive Officer, or designee, to execute an agreement in substantially the same form and format as attached hereto as Attachment 1, providing for the interconnection of the Ponce de Leon Grid and the North Beach System to provide for the mutual provision of available potable water by and between JEA and the County during Emergency Water Conditions.

Consent Agenda Item: Yes No

Presenter: Juli Crawford, Senior Vice President, Finance

Chief: Ted Phillips, Chief Financial Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis:
 St. Johns County recently acquired North Beach Utilities, Inc. that serves the Vilano Beach and North Beach areas of St. Johns County. The system is not interconnected to the rest of the County-owned system, but is adjacent to JEA's Ponce de Leon Grid in South Ponte Vedra. The Ponce de Leon Grid is not interconnected with the rest of the JEA-owned system. JEA and the County have agreed that a potable water supply interconnection would be beneficial in the case of an emergency (fire, equipment failure, flood, natural disaster). Using the interconnection must be requested by phone with a documented follow up email with approval within one hour of receipt (except in the case of a fire, where notification can be made via phone call after the event). Each party will pay a charge for the water used. If the interconnection is used for more than 120 days in a year, the receiving party will convert to a retail customer and be required to pay full rates and capacity fees. This agreement will expire in tandem with the current St. John's County Interlocal agreement.

Financial Impact:
 The County is responsible for designing, engineering, constructing, installing, and inspecting the Interconnection at its sole cost and expense, including project management, contract administration, construction engineering and inspection, and all material and equipment necessary to connect the Ponce de Leon Grid and the North Beach System. Should JEA utilize the interconnection, the County will bill JEA for the water used.

Committee/Board Meeting/Workshop & Date Presented:
 N/A

Appendix:
 Resolution 2025-28
 Interlocal Agreement



BOARD RESOLUTION: 2025-28

May 27, 2025

A RESOLUTION BY THE BOARD APPROVING EMERGENCY MUTUAL POTABLE WATER INTERCONNECTION BETWEEN JEA AND ST. JOHNS COUNTY; AUTHORIZING THE INTERIM MANAGING DIRECTOR / CHIEF EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE ON BEHALF OF THE BOARD; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

RECITALS

WHEREAS, St. Johns County, Florida (County) desires to enter into an Emergency Mutual Potable Water Interconnection Interlocal Agreement (Agreement) with JEA providing for the establishment of a potable water supply interconnection at the northern end of the North Beach System to connect to the southern end of the Ponce de Leon Grid to allow for the mutual provision of potable water in the event of an emergency; and

WHEREAS, the County recently acquired the water and wastewater system formerly owned by North Beach Utilities, Inc., which serves the Vilano Beach and North Beach areas of St. Johns County; and

WHEREAS, the North Beach System is not interconnected with the rest of the County-owned water and wastewater system and is adjacent to, but not interconnected with that portion of the JEA water and wastewater system that serves the South Ponte Vedra area of St. Johns County; and

WHEREAS, the lack of interconnection exposed the North Beach System and the Ponce de Leon Grid to possible disruption of service due to severe weather, mechanical failure, and other causes, which present a serious threat to the health, safety, and welfare of the residents and businesses within the respective service area of JEA and the County; and

WHEREAS, JEA and the County will interconnect the Ponce de Leon Grid and the North Beach System to provide for the mutual provision of available potable water by and between JEA and the County during Emergency Water Conditions; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits units of local government “to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, entering into the proposed Agreement to provide the services best serves the respective interests of the parties.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.
2. Based upon its review, the Board hereby approves the terms, conditions, and provisions of the Agreement.

3. The Board authorizes the Managing Director/Chief Executive Officer, or designee, to execute an agreement in substantially the same form and format as attached hereto as Attachment 1, providing for the interconnection of the Ponce de Leon Grid and the North Beach System to provide for the mutual provision of available potable water by and between JEA and the County during Emergency Water Conditions.

4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be administratively corrected with no further action required by the Board.

Dated this 27th day May 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

INTERLOCAL AGREEMENT
FOR EMERGENCY MUTUAL POTABLE WATER INTERCONNECTION
BETWEEN JEA AND ST. JOHNS COUNTY, FLORIDA

This INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between JEA, a body politic and corporate, whose mailing address is 225 N. Pearl St., Jacksonville, Florida 32022, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084 (the “County” and, together with JEA, the “Parties”).

WITNESSETH:

WHEREAS, the County recently completed the acquisition of the water and wastewater system formerly owned by North Beach Utilities, Inc., which serves the Vilano Beach and North Beach areas of St. Johns County (the “North Beach System”), as depicted in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the North Beach System is not interconnected with the rest of the County-owned water and wastewater system and is adjacent to, but not interconnected with, that portion of the JEA water and wastewater system that serves the South Ponte Vedra area of St. Johns County (the “Ponce de Leon Grid”), as depicted in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Ponce de Leon Grid is not interconnected with the rest of the JEA-owned water and wastewater system; and

WHEREAS, the lack of interconnection exposes the North Beach System and the Ponce de Leon Grid to possible disruption of service due to severe weather, mechanical failure, and other

causes, which presents a serious threat to the health, safety, and welfare of the residents and businesses within the respective service areas of JEA and the County; and

WHEREAS, the JEA and the County agree that the establishment of a potable water supply interconnection at the northern end of the North Beach System to connect to southern end of the Ponce de Leon Grid (the “Interconnection”), as depicted in Exhibit C attached hereto and incorporated herein by reference, to allow for the mutual provision of potable water in the event of an emergency, in accordance with the terms and conditions set forth herein, serves a public purpose and is in the interest of each of the Parties and their respective customers; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits units of local government “to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the Parties desire to exercise jointly their powers and authority to accomplish the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Purpose; Recitals. The purpose of this Agreement is to describe the terms and conditions by which JEA and the County will interconnect the Ponce de Leon Grid and the North Beach System to provide for the mutual provision of available potable water by and between JEA

and the County during Emergency Water Conditions, as defined in Section 5, below. The recitals set forth above are true and correct and incorporated herein by reference as findings of fact.

2. The Interconnection. The Interconnection will consist of components to be owned by JEA (“JEA-Owned Components”) and components to be owned by the County (“County-owned Components”), as depicted in Exhibit C hereto and as summarized below:

JEA-Owned Components:

Meter Vault, 8-inch magnetic flow meter, and all valves, piping and appurtenances located with in the meter vault and north of the meter vault .

County-Owned Components:

All valves, piping and appurtenances installed south of the meter vault, including but not limited to 6-inch by 6-inch tapping sleeve and valve, 6-inch mechanical joint 90 degree bend, 6-inch by 8-inch mechanical joint reducer, and 8-inch DR 18 PVC water main located south of water meter vault.

The Interconnection shall be located on the east side of the Coastal Highway right of way, near the property line between 4450 and 4436 Coastal Highway. The Interconnection shall consist of a 8” magnetic flow meter and vault installed on JEA’s existing 10” PVC water main and shall connect to the parallel existing County 6” PVC water main utilizing a wet tap and appropriate piping and valving.

The County is responsible for designing, engineering, constructing, installing, and inspecting the Interconnection at its sole cost and expense, including project management, contract administration, construction engineering and inspection, and all material and equipment necessary to connect the Ponce de Leon Grid and the North Beach System. Notwithstanding the foregoing, JEA may choose to provide appropriate materials, and installation at their convenience to facilitate

the Interconnect, the cost for which shall be mutually agreed to between the parties prior to commencement, and which shall be reimbursable to JEA from the County. JEA may choose to provide additional inspection of work to be performed on the Ponce de Leon Grid at its cost and expense.

Prior to construction and installation, the County shall prepare, or have prepared, design drawing based on the specifications noted in this section for the emergency interconnect and provide the design drawings to JEA for review and approval. All materials used for the construction of the Interconnection from the Meter to the point of connection to the Ponce de Leon Grid, as generally depicted in Exhibit C, shall meet the list of approved materials in the JEA Water and Wastewater Standards in effect at the time of construction.

The County shall require all contractors performing work on or within JEA right-of-way, easement, or other JEA-owned property to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Each Party shall be listed as an additional insured on all general liability policies. The connection to the Ponce de Leon Grid shall meet JEA's standards and is subject to prior approval by JEA. Upon acceptance of the installation of the Interconnection, the County shall provide JEA with a bill of sale in a form substantially similar to the Bill of Sale as depicted in Exhibit D, attached to and incorporated in this Agreement, for all JEA-Owned Components, including but not limited to the meter for the Interconnection. The County shall own and be responsible for all pipe and appurtenances downstream of the meter and for all testing requirements, maintenance, repair, and replacement associated with all other appurtenances at the Interconnection.

3. Cross-Connection Control. Each Party shall ensure that all connections within its respective service area served by the emergency interconnection have appropriate backflow

devices in place and are compliant at all times with the requirements of Rule 62-555.360, Florida Administrative Code, as amended from time to time.

4. Meter. The type of meter purchased and installed by the County at the Interconnection shall be subject to prior approval by JEA. JEA shall test the meter on an annual basis, or more frequently if required by law, and provide all test results to the County. The point of delivery shall be at the inlet flange of the meter, at which title to the water shall pass to the Party receiving service pursuant to this Agreement (“Receiving Party”). The Receiving Party shall read the meter prior to opening the Interconnection and again upon closing the Interconnection and shall advise the Party supplying service pursuant to this Agreement (“Supplying Party”) of each reading.

5. Utilization of Interconnection During Emergency Conditions. The Interconnection shall be utilized only to provide temporary potable water service in the event of an “Emergency Water Condition,” which shall mean a bona-fide, temporary, and unexpected emergency, including fire, equipment failure, flood, severe weather event, natural disaster, or other unforeseen and unexpected mechanical problem or operational condition, which interrupts the ability of a Party to provide potable water service adequate to maintain the health, safety, and welfare of its customers. Events that shall not be considered Emergency Water Conditions include, but are not limited to: unanticipated growth or demand for service; failure to adequately plan, construct, or otherwise provide capital infrastructure; and failure to timely and adequately address continuing operational maintenance. In the event of an Emergency Water Condition, the Receiving Party shall exercise prompt, diligent, and reasonable efforts to end its need for temporary potable water service for the Emergency Water Condition. Neither Party shall knowingly allow any illegal, unauthorized, or unpermitted use of the Interconnection, and each Party shall take immediate action to stop any

such use as soon as it becomes aware of such activities. Failure of a Party to stop any such use after reasonable effort shall be grounds for termination of this Agreement.

Each Party shall designate a member (or members) of its staff who is authorized to send, receive, and approve or disapprove requests for water pursuant to this Agreement. Each Party shall promptly advise the other of any change in the identify of its designee or the phone number or email address of its designee.

In the event that either Party has experienced an Emergency Water Condition as the result of a fire and desires to activate the Interconnection, the Receiving Party's designee shall immediately verbally notify the Supplying Party's designee that it has activated the Interconnection and shall immediately deactivate the Interconnection after the fire emergency has ended.

In the event that either Party has experienced any Emergency Water Condition other than fire, the Receiving Party's designee must request by phone, with a documented follow-up, email to the Supplying Party's designee that the Interconnection be activated, including the nature of the Emergency Water Condition, the expected volume, and duration of water to be used. The Supplying Party's designee should approve or disapprove the request within one (1) hour of receipt, or to the nearest practicable extent following expiration of one (1) hour. The Interconnection shall not be activated without prior approval by the Supplying Party. Upon approval of a request, the Parties shall each dispatch personnel to the Interconnection within one (1) hour, or to the nearest practicable extent following expiration of one (1) hour, to ensure all valves are properly opened. To deactivate the Interconnection, the Receiving Party's designee shall notify the Supplying Party's designee by email of its intent to deactivate at a specified date and

time, not to exceed the duration approved by Supplying Party. At the specified date and time, the Receiving Party shall close the valve.

In the event that the Receiving Party has failed to notify the Supplying Party of its intent to deactivate the Interconnection before the expiration of the duration approved by the Supplying Party, the Supplying Party shall notify the Receiving Party in writing of the Supplying Party's intent to deactivate the Interconnection within forty-eight (48) hours. If, within forty-eight (48) hours of the notice, the Receiving Party has not responded or the Supplying Party has not approved an extension of the duration, the Supplying Party shall deactivate the Interconnection.

Each Party shall bear its own costs incurred in opening or closing the valves or reading the meter as a result of a request for temporary potable water supply pursuant to this Section 5.

6. Operation and Maintenance. The County shall maintain and operate the North Beach System up to the meter for the Interconnection. JEA shall maintain and operate the Ponce de Leon Grid up to and including the meter for the Interconnection. These maintenance and operational obligations are depicted on Exhibit C to this Agreement. The Parties agree to carry out their respective responsibilities in accordance with all applicable federal, state, and local environmental statutes, laws, ordinances, rules, and regulations and in accordance with generally accepted industry practices throughout the term of the Agreement.

7. Service Disruption or Outage. The Parties agree to collaborate and coordinate in good faith on any service disruption or outage issues that may arise during the term of this Agreement.

8. Additional Interconnections. Additional points of connection between the Ponce de Leon Grid and the North Beach System may be installed only as mutually determined and agreed upon by the Parties. The costs of such installation shall be borne by the Party desiring the

connection or as otherwise agreed upon by the Parties. Such additional points of connection shall be master metered and shall be subject to the terms and conditions of this Agreement.

9. Water Quality; Conservation. Each Party shall provide treated potable water at the point of delivery. The treated potable water must meet the water quality requirements of all applicable regulatory agencies, including the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the Florida Department of Health.

This Agreement shall be subject to all state and federal water conservation regulations. The Parties agree that, if the Supply Party's customers within the service area supplying service pursuant to this Agreement are under water conservation restrictions during any time that the Interconnection has been activated, the Receiving Party shall impose and enforce the same restrictions on its customers within the service area receiving service.

10. Rates, Billing, and Collection of Charges. As payment for JEA's supply of emergency potable water pursuant to this Agreement, the County shall pay to JEA the wholesale rate for Potable Water Service as provided in that certain Wholesale Reclaimed Water and Potable Water Utility Service Agreement between JEA and the County, dated July 18, 2024, and approved by St. Johns County Resolution No. 2024-299; provided, however, that the County shall not be required to pay Basic Monthly Charges or water capacity charges, so long as the County has not been supplied water for more than one-hundred twenty (120) days in any twelve (12) month-period after the effective date of this Agreement. In the event that the County has been supplied water for more than one-hundred twenty (120) days in a twelve (12) month-period, the County may be considered a customer of JEA and shall be required to pay Basic Monthly Charges and water capacity charges in accordance with the JEA's Water and Sewer System Tariff Document, as amended from time to time.

As payment for the County's supply of emergency potable water pursuant to this Agreement, JEA shall not be required to pay Monthly water Base Rate Charges or water unit connection fees, provided that JEA has not been supplied water for more than one-hundred twenty (120) days in any twelve (12) month-period after the effective date of this Agreement. In the event that JEA has been supplied water for more than one-hundred twenty (120) days in a twelve (12) month-period, JEA may be considered a customer of the County and may be required to pay Monthly water Base Rate Charges and water unit connection fee charges in accordance with the St Johns County Utility Water, Wastewater and Reclaimed Water System Rate Tariff Document, as amended from time to time.

11. Customer Relationships. Neither the completion of the Interconnection nor the subsequent provision or receipt of potable water by or to either Party shall change the Parties' relationship to their respective customers. Accordingly, the customers that have connected or will connect to the North Beach System within the boundary of the County's service area are and shall continue to be the customers of the County, and the County shall continue to be responsible for all customer relations, including without limitation, initiation of service, customer relations and communications, complaints, billing, and collections, for the customers within the service area of the North Beach System. The customers that have connected or will connect to the Ponce de Leon Grid within the boundary of JEA's service area are and shall continue to be the customers of JEA, and JEA shall continue to be responsible for all customer relations, including without limitation, initiation of service, customer relations and communications, complaints, billing, and collections, for the customers within the service area of the Ponce de Leon Grid.

12. No Representations or Warranties. The Parties understand, acknowledge, and agree that neither Party guarantees that the supply of water furnished through the Interconnection shall

be free from interruption. Neither Party shall be responsible for damages of any kind to any person whomsoever for any failure to supply water or for any interruption in such service for supply, nor shall such interruption constitute a breach of this Agreement. The Parties further understand, acknowledge, and agree that neither Party shall be obligated by this Agreement to:

- a. deprive any of its customers of desired water in order to partly or completely serve the other Party;
- b. furnish, at any time, more or less water and/or water pressure than is available at such time at the Interconnection location or that is permitted by the Party's consumptive use permit;
- c. install, or not install, to its water system any related equipment, for any reason, other than the equipment already available as of the date of execution of this Agreement;
- d. remove and/or disconnect any meter or equipment related to the Interconnection if the provisions hereof are not performed by the other Party;
- e. furnish water to the other Party for flushing its mains or individual service lines;
- f. take, or refrain from taking, any action other than the mere supply of wholesale water services in accordance with the covenants and restrictions set forth herein;
or
- g. test, modify, maintain, or repair its respective water system, or any part of it, beyond the outlet flange of the emergency interconnect meters to satisfy any regulatory agency requirement.

13. JEA/St. Johns County Interlocal Agreements. JEA and the County have previously entered into (i) that certain Water and Wastewater Utility Services Agreement, dated as of April 13, 1999, as amended and (ii) that certain St. Johns County/JEA Water and Wastewater Interlocal Agreement, dated as of July 20, 1999, as amended (the “Interlocal Agreements”). The Parties agree that this Agreement shall not extend any expiration date for the Interlocal Agreements.

14. Term. This Agreement shall be effective upon execution by both Parties and shall expire on the same date as set forth in that certain St. Johns County/JEA Water and Wastewater Interlocal Agreement, dated as of July 20, 1999, as amended; provided, however, that either Party may terminate this Agreement prior to the expiration of the term by providing ninety (90) days prior written notice of intent to terminate to the other Party.

15. Indemnification. Subject to the provisions, ~~and~~ limitations (including monetary limitations), and scope set forth in ~~of~~ Section 768.28, Florida Statutes, which provisions are not expanded, altered, or waived, each party to this Agreement shall indemnify the other party from and against all claims, actions, causes of action or liabilities, including reasonable attorney’s fees, which are caused by the negligent acts or omissions of the other party, its agents or employees in the performance of its obligations under this Agreement. Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity by either party and the Parties shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes.

16. General Provisions.

a. Relationship of the Parties. The Parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between JEA and the County.

b. No Third-Party Beneficiaries. This Agreement is granted only for the benefit of the Parties and shall be enforceable solely by the Parties and their respective successors and assigns. Both JEA and the County expressly agree that nothing in this Agreement shall be construed to confer a benefit or right upon, or to create any third-party beneficiary status in, any other person or entity, including but not limited to any customer of JEA or the County.

c. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties; provided, however, that this Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other Party, which such consent shall not be unreasonably withheld.

d. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof to any person or circumstance, is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

e. Waiver. No waiver of any portion of the provisions hereof shall be effective unless it is in writing and signed by the Party against whom the waiver is asserted. Any

such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

f. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the Parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each Party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.

g. Negotiated Agreement. This Agreement was negotiated and prepared by both Parties with each Party having had the opportunity to consult with counsel and advisers of their own choosing. The Parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either Party on the ground that such Party is the author of this Agreement or any part thereof.

h. Applicable Law and Venue. This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Venue for any administrative and/or legal action relating to or arising under this Agreement shall lie exclusively in Duval County, Florida.

i. Section Headings. Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

j. Authority to Execute. Each Party to this Agreement covenants to the other Party that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.

k. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers on the dates set forth below.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

(sign) _____
(print) _____

By: _____

Print: _____

Title: _____

(sign) _____
(print) _____

Date: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____, as _____ of St. Johns County, a political subdivision of the State of Florida, on behalf of St. Johns County, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed and Sealed in Our
Presence as Witnesses:

JEA, a body politic and corporate

Sign _____
Print _____

By: _____
Print: _____

Sign _____
Print _____

Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____ as _____ of JEA, a body politic and corporate, on behalf of JEA, and who is personally known to me or has produced _____ as identification.

Notary Public
My Commission expires: _____

EXHIBIT LIST

Exhibit A

Ponce de Leon Grid Service Area Map

Exhibit B

North Beach System Service Area Map with Interconnect Site

Exhibit C

Interconnection Point

Exhibit D

Bill of Sale

Exhibit A

Ponce de Leon Grid Service Area Map



Exhibit B

North Beach System Service Area Map with Interconnect Site



Exhibit C

Interconnection Detail



EXHIBIT C: INTERCONNECTION DETAIL

Exhibit D

Bill of Sale



Bill of Sale

_____, the Seller, in
Owner Name and Address (Please Print)

consideration of the sum of One Dollar and other valuable consideration received from
the JEA, Florida 32202, the Buyer, hereby, on the ____ day of _____, A.D.,
Date Month
____ sells to the Buyer the personal property described as:
Year

All water mains, water services between mains and water meters, meters, fire
hydrants and all sewer mains, manholes, and sewer services between mains located
within the right-of-ways of _____.
Project Name

AND, warrants that the property is free of all encumbrances, that good title to and right
to sell that property is vested in the Seller, and that the Seller will defend the title
against the lawful claims of all persons.

WITNESS:

Witness Signature

Owner's Signature

Print Witness Name

Print Owner's Name

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this ____ day of
____, ____ by _____ who is personally known to me and he did
Month Year Owner
not take an oath.

Notary Public, State of Florida

JEA Board Agenda

MEMORANDUM



Real Estate Quarterly Report

Board Meeting Date: May 27, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

N/A

Consent Agenda Item: Yes No

Presenter: Jordan Pope, Senior Vice President, Administrative Services

Chief: Vickie Cavey, Managing Director / CEO

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis: JEA frequently transacts for the benefit of the utilities systems through various real estate instruments including deeds, easements, leases, use and hold harmless agreements, plats, and other documents as necessary. Per the JEA Real Estate Services Procurement Directive, a summary of all real estate transactions is provided to the Board on a quarterly basis.

Fiscal Year 2025 – Q2 Summary:

- JEA acquired property rights on 29 parcels in the amount of \$305,854.60 for JEA capital projects and utility operations.
- JEA approved 57 projects where real property rights were conveyed for JEA utilities in new developments. In general, the real property rights associated with new developments are conveyed to JEA with no financial consideration.
- JEA acquired 383 easements in septic tank phase out areas. In general, the real property rights associated with septic tank phase out areas are conveyed to JEA with no financial consideration.
- JEA executed one lease in support of utility operations and one lease allowing third-party use of JEA property.
- JEA released easement rights over two parcels where utility rights were no longer needed.

Financial Impact: (Please see summary above)

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix:

N/A

Energy Market Risk Management: Physical and Financial Positions

Summary as of 5/1/2025	
FY25 Fuel Expense (Budget \$434M)	\$509M
EMRM Compliance	Yes
Counterparty Credit Limit Exceptions	No
Any Issues of Concern	No

Table 1: Physical Counterparties (Contracts One Year or Greater) as of 5/1/2025

Generating Unit	Fuel Type	Supplier/Counterparty	Contract Type	Remaining Contract Value	Remaining Contract Term
NG Fleet	Natural Gas	Shell Energy	Index w/Fixed Price Option	\$481,608,657	6.08 years
NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	\$135,436,222	23.92 years
NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	\$69,338,553	13.92 years
NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	\$126,884,235	28.5 years
NG Fleet	Natural Gas	Main Street/MGAG	Index w/Discount	\$127,876,939	24.16 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$217,385,773	27.5 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$291,526,247	28 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$360,717,000	28.08 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$393,800,169	28.92 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$200,016,528	29.5 years
NG Fleet	Natural Gas	Main Street/MGAG	Index W/Discount	\$199,477,928	29.5 years

Table 2: Financial Positions as of 5/1/2025

Year	Commodity	Physical Volume (mmBtu)	Hedged Volume (mmBtu)	Percent Hedged	Unhedged Cost	Hedge Type	Hedge Price	Mark-to-Market Credit/(Cost)	Counterparty
FY25	Natural Gas	21,852,742	15,864,294	72.6%	\$ 3.60	Swap	\$ 3.66	\$ (781,877)	Wells Fargo & RBC
FY26	Natural Gas	54,807,663	31,011,083	56.6%	\$ 4.18	Swap	\$ 3.95	\$ 6,192,694	Wells Fargo & RBC
FY27	Natural Gas	56,959,847	22,477,876	39.5%	\$ 3.92	Swap	\$ 4.13	\$ (4,241,969)	Wells Fargo & RBC
FY28	Natural Gas	54,740,659	7,072,000	12.9%	\$ 3.66	Swap	\$ 3.83	\$ (1,250,624)	Wells Fargo & RBC
CY25-31	Nat.Gas-PPA	75,602,857	52,922,000	70.0%	\$ 3.71	Swap	\$ 2.58	\$ 56,980,192	Nextera

Table 3: Fuel & Purchase Power Procurement as of 5/1/2025

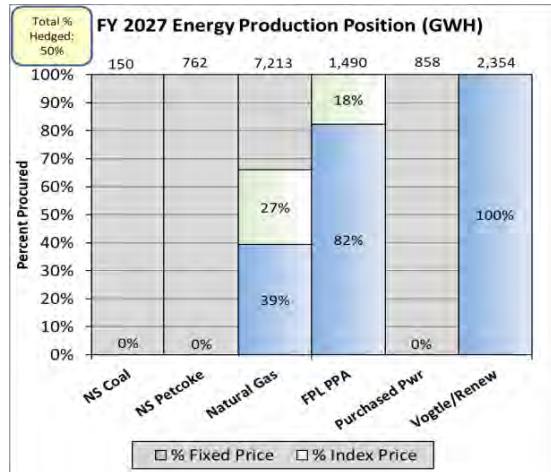
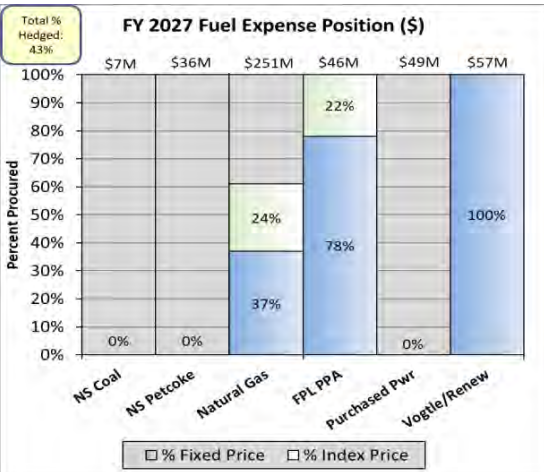
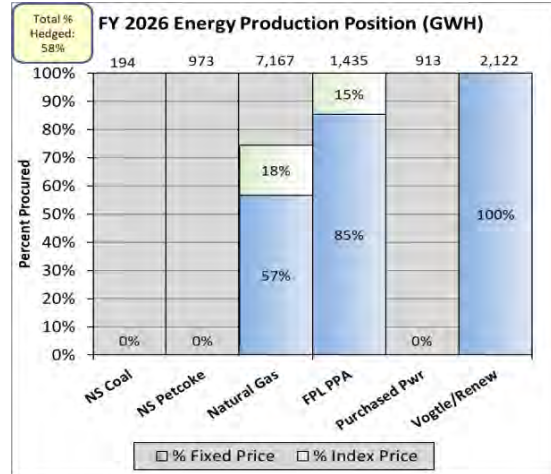
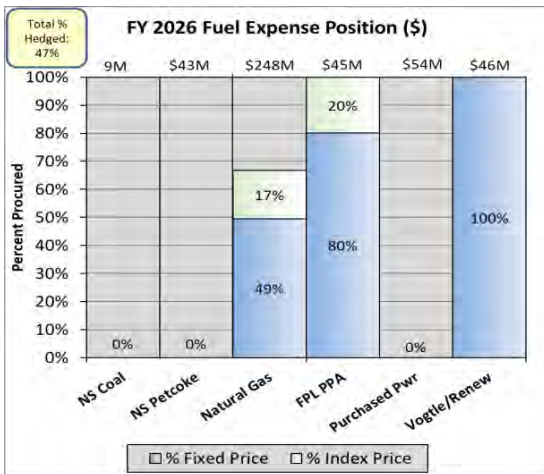
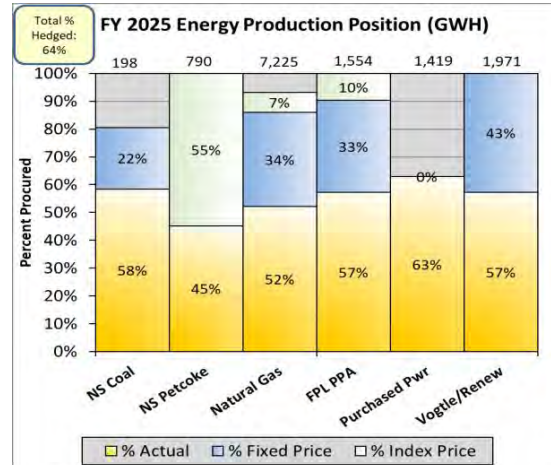
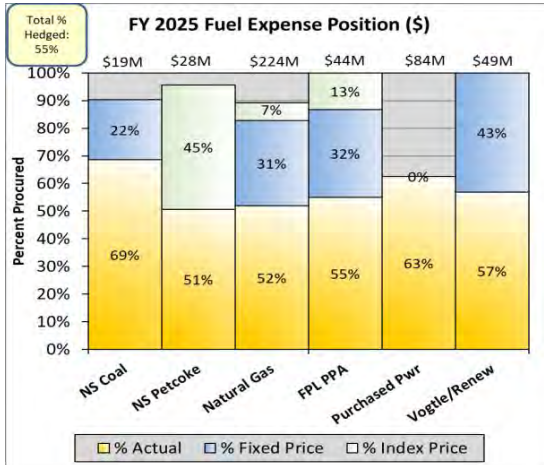
Fuel Type	Natural Gas	Coal	Petcoke	Limestone	FPL PPA	PurchPwr	Oil/Diesel	Renewables	Vogtle
FY25 Remaining / Energy Mix	57%	1%	7%	N/A	11%	9%	0%	4%	10%
Expected Spend (\$)	107.5M	6.1M	13.9M	2.2M	19.8M	31.6M	2.5M	13M	8.1M
% Procured	78%	69%	91%	100%	100%	0%	100%	100%	100%
% Hedged	64%	69%	0%	100%	71%	0%	100%	90%	100%
FY26 Projection / Energy Mix	56%	2%	8%	N/A	11%	7%	0%	4%	13%
Expected Spend (\$)	247.6M	9.3M	43M	4.9M	44.9M	54.4M	6.3M	27.8M	17.8M
% Procured	67%	0%	0%	6%	100%	0%	100%	100%	100%
% Hedged	49%	0%	0%	6%	80%	0%	100%	86%	100%
FY27 Projection / Energy Mix	56%	1%	6%	N/A	11%	7%	0%	7%	13%
Expected Spend (\$)	251.5M	7.4M	35.8M	3.9M	46.4M	49.1M	7.6M	41.2M	16.1M
% Procured	61%	0%	0%	0%	100%	0%	100%	100%	100%
% Hedged	37%	0%	0%	0%	78%	0%	100%	92%	100%

Supporting Notes:

- Renewable purchase power agreements are not included in Table 1
- Table 1: Natural Gas discount - Municipal Gas Authority of Georgia (MGAG) issues municipal bonds to prepay for gas, allowing them to offer discounts to JEA for qualified use
- Table 1: MGAG prepay agreement remaining contract values are based on current discounts, future discounts are subject to change
- Table 1: Limestone contract value is based on current contract pricing; due to supply disruption this price is expected to increase
- Table 3: FY Energy Mix based on MWH; the procured percent relates to inventory on hand or contracted and the percent hedged is inventory on hand or contracted with fixed pricing or financial hedges
- Solar purchase power agreement with FPL reported as renewable in Table 3
- Placeholders for new solar deals included in FY27 projections in Table 3

Energy Market Risk Management Policy Quarterly Report

5/8/2025





Monthly Financial Statements

March 2025

Monthly Financial Statements

March 2025

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JEA
Statements of Net Position
(in thousands)

Page 2

	March 2025		September 2024
	(unaudited)		
Assets			
Current assets:			
Cash and cash equivalents	\$ 211,799	\$	255,838
Investments	158,983		143,442
Customer accounts receivable, net of allowance (\$2,758 and \$2,847, respectively)	213,439		248,069
Inventories:			
Materials and supplies	161,082		143,307
Fuel	50,857		56,329
Prepaid assets	29,081		33,843
Other current assets	16,235		16,395
Total current assets	<u>841,476</u>		<u>897,223</u>
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	290,632		180,404
Investments	169,398		161,853
Other restricted assets	1,827		927
Total restricted assets	<u>461,857</u>		<u>343,184</u>
Costs to be recovered from future revenues	1,030,547		991,923
Hedging derivative instruments	87,943		53,512
Other assets	46,510		48,045
Total noncurrent assets	<u>1,626,857</u>		<u>1,436,664</u>
Capital assets:			
Land and easements	234,149		233,979
Plant in service	13,865,244		13,467,890
Lease asset	93,313		93,313
Less accumulated depreciation	<u>(8,977,907)</u>		<u>(8,795,288)</u>
Plant in service, net	5,214,799		4,999,894
Construction work in progress	1,150,371		1,230,341
Net capital assets	<u>6,365,170</u>		<u>6,230,235</u>
Total assets	<u>8,833,503</u>		<u>8,564,122</u>
Deferred outflows of resources			
Unrealized pension contributions and losses	192,172		192,172
Accumulated decrease in fair value of hedging derivatives	7,101		64,783
Unamortized deferred losses on refundings	90,471		62,266
Unrealized asset retirement obligations	32,380		31,501
Unrealized OPEB contributions and losses	13,746		13,746
Total deferred outflows of resources	<u>335,870</u>		<u>364,468</u>
Total assets and deferred outflows of resources	<u>\$ 9,169,373</u>	\$	<u>8,928,590</u>

JEA
Statements of Net Position
(in thousands)

Page 3

	March 2025		September 2024
	(unaudited)		
Liabilities			
Current liabilities:			
Accounts and accrued expenses payable	\$ 68,722	\$	95,856
Customer deposits and prepayments	95,669		94,245
Billings on behalf of state and local governments	23,129		27,841
Compensation and benefits payable	13,853		12,570
City of Jacksonville payable	16,818		10,437
Asset retirement obligations	3,357		2,817
Total current liabilities	<u>221,548</u>		<u>243,766</u>
Current liabilities payable from restricted assets:			
Debt due within one year	105,445		106,305
Interest payable	66,393		55,501
Construction contracts and accounts payable	70,111		117,524
Renewal and replacement reserve	8,174		6,983
Total current liabilities payable from restricted assets	<u>250,123</u>		<u>286,313</u>
Noncurrent liabilities:			
Long-term debt:			
Debt payable, less current portion	3,194,605		2,940,745
Unamortized premium, net	269,585		181,583
Fair value of debt management strategy instruments	-		44,085
Total long-term debt	<u>3,464,190</u>		<u>3,166,413</u>
Net pension liability	965,649		965,649
Lease liability	87,300		87,300
Asset retirement obligations	29,023		28,684
Compensation and benefits payable	43,344		44,980
Net OPEB liability	557		557
Other liabilities	61,369		59,860
Total noncurrent liabilities	<u>4,651,432</u>		<u>4,353,443</u>
Total liabilities	<u>5,123,103</u>		<u>4,883,522</u>
Deferred inflows of resources			
Revenues to be used for future costs	286,804		293,983
Accumulated increase in fair value of hedging derivatives	87,943		53,512
Unrealized OPEB gains	19,712		19,712
Unrealized pension gains	22,754		22,754
Total deferred inflows of resources	<u>417,213</u>		<u>389,961</u>
Net position			
Net investment in capital assets	3,067,276		3,153,611
Restricted for:			
Capital projects	196,950		57,481
Debt service	52,271		106,624
Other purposes	(2,721)		1,232
Unrestricted	315,281		336,159
Total net position	<u>3,629,057</u>		<u>3,655,107</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 9,169,373</u>	\$	<u>8,928,590</u>

JEA

Page 4

Statements of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited)

	Month		Year-to-Date	
	2025	2024	2025	2024
Operating revenues				
Electric - base	\$ 69,467	\$ 64,832	\$ 443,619	\$ 406,255
Electric - fuel and purchased power	42,212	28,807	224,606	209,423
Water and sewer	44,504	40,548	248,373	241,269
District energy system	898	904	5,621	5,733
Other operating revenues	2,795	3,021	20,576	18,928
Total operating revenues	159,876	138,112	942,795	881,608
Operating expenses				
Operations and maintenance:				
Maintenance and other operating expenses	47,933	51,120	288,828	273,139
Fuel	26,577	21,006	156,982	148,972
Purchased power	34,994	24,448	232,232	153,664
Depreciation	34,279	34,266	203,981	206,081
State utility and franchise taxes	5,693	5,384	38,620	36,797
Recognition of deferred costs and revenues, net	7,253	2,563	(6,960)	21,393
Total operating expenses	156,729	138,787	913,683	840,046
Operating income	3,147	(675)	29,112	41,562
Nonoperating revenues (expenses)				
Interest on debt	(12,470)	(20,099)	(65,440)	(58,563)
Earnings from The Energy Authority	622	(656)	4,680	3,683
Allowance for funds used during construction	4,262	3,157	27,451	18,078
Other nonoperating income, net	475	598	3,006	3,163
Investment income	1,565	652	10,750	17,911
Other interest, net	(384)	(450)	(1,629)	(1,963)
Total nonoperating expenses, net	(5,930)	(16,798)	(21,182)	(17,691)
Income before contributions	(2,783)	(17,473)	7,930	23,871
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(11,452)	(10,303)	(68,712)	(61,824)
Developers and other	15,151	15,729	83,790	107,635
Reduction of plant cost through contributions	(11,053)	(6,626)	(49,058)	(64,397)
Total contributions, net	(7,354)	(1,200)	(33,980)	(18,586)
Change in net position	(10,137)	(18,673)	(26,050)	5,285
Net position, beginning of period	3,639,194	3,585,447	3,655,107	3,561,489
Net position, end of period	\$ 3,629,057	\$ 3,566,774	\$3,629,057	\$3,566,774

JEA

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Statement of Cash Flows
(in thousands - unaudited)

	Year-to-Date	
	2025	2024
	March	
Operating activities		
Receipts from customers	\$ 950,774	\$ 929,080
Payments to suppliers	(557,582)	(481,239)
Payments for salaries and benefits	(181,874)	(171,224)
Other operating activities	19,792	26,324
Net cash provided by operating activities	231,110	302,941
Noncapital and related financing activities		
Contribution to General Fund, City of Jacksonville, Florida	(62,339)	(61,722)
Net cash used in noncapital and related financing activities	(62,339)	(61,722)
Capital and related financing activities		
Acquisition and construction of capital assets	(387,861)	(400,352)
Defeasance of debt	(591,370)	(171,295)
Proceeds received from debt	1,047,675	503,835
Interest paid on debt	(63,428)	(67,631)
Repayment of debt principal	(106,305)	(89,375)
Capital contributions	34,732	43,237
Revolving credit agreement withdrawals	100,000	50,000
Revolving credit agreement repayments	(197,000)	(177,000)
Other capital financing activities	68,251	61,557
Net cash used in capital and related financing activities	(95,306)	(247,024)
Investing activities		
Proceeds from sale and maturity of investments	147,921	243,316
Purchase of investments	(173,765)	(192,158)
Distributions from The Energy Authority	5,567	3,060
Investment income	13,001	13,415
Net cash provided by (used in) investing activities	(7,276)	67,633
Net change in cash and cash equivalents	66,189	61,828
Cash and cash equivalents at beginning of year	436,242	378,612
Cash and cash equivalents at end of period	\$ 502,431	\$ 440,440
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 29,112	\$ 41,562
Adjustments:		
Depreciation and amortization	203,981	206,081
Recognition of deferred costs and revenues, net	(6,960)	21,393
Other nonoperating income, net	(1,580)	(2,010)
Changes in noncash assets and noncash liabilities:		
Accounts receivable	34,628	62,210
Inventories	(12,303)	(18,067)
Other assets	19,051	4,905
Accounts and accrued expenses payable	(29,235)	(26,283)
Current liabilities payable from restricted assets	1,404	1,324
Other noncurrent liabilities and deferred inflows	(6,988)	11,826
Net cash provided by operating activities	\$ 231,110	\$ 302,941
Noncash activity		
Contribution of capital assets from developers	\$ 49,058	\$ 64,397
Unrealized investment fair market value changes, net	\$ (2,761)	\$ 4,723

JEA
Combining Statement of Net Position
(in thousands - unaudited) March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 182,960	\$ 3,426	\$ -	\$ 186,386	24,174	\$ 1,239	\$ 211,799
Investments	156,994	1,989	-	158,983	-	-	158,983
Customer accounts receivable, net of allowance (\$2,758)	157,158	-	-	157,158	55,902	379	213,439
Inventories:							
Materials and supplies	2,482	-	-	2,482	158,600	-	161,082
Fuel	50,857	-	-	50,857	-	-	50,857
Prepaid assets	27,427	-	-	27,427	1,630	24	29,081
Other current assets	12,751	101	(1,125)	11,727	4,508	-	16,235
Total current assets	590,629	5,516	(1,125)	595,020	244,814	1,642	841,476
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	651	19,966	-	20,617	244,841	25,174	290,632
Investments	66,526	910	-	67,436	101,962	-	169,398
Other restricted assets	1,818	9	-	1,827	-	-	1,827
Total restricted assets	68,995	20,885	-	89,880	346,803	25,174	461,857
Costs to be recovered from future revenues	529,106	46,504	-	575,610	454,021	916	1,030,547
Hedging derivative instruments	87,943	-	-	87,943	-	-	87,943
Other assets	40,817	5,683	-	46,500	10	-	46,510
Total noncurrent assets	726,861	73,072	-	799,933	800,834	26,090	1,626,857
Capital assets:							
Land and easements	139,039	6,660	-	145,699	85,399	3,051	234,149
Plant in service	6,707,091	1,316,043	-	8,023,134	5,764,374	77,736	13,865,244
Lease asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,490,232)	(1,315,223)	-	(5,805,455)	(3,130,427)	(42,025)	(8,977,907)
Plant in service, net	2,449,211	7,480	-	2,456,691	2,719,346	38,762	5,214,799
Construction work in progress	187,640	-	-	187,640	950,450	12,281	1,150,371
Net capital assets	2,636,851	7,480	-	2,644,331	3,669,796	51,043	6,365,170
Total assets	3,954,341	86,068	(1,125)	4,039,284	4,715,444	78,775	8,833,503
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Accumulated decrease in fair value of hedging derivatives	7,101	-	-	7,101	-	-	7,101
Unamortized deferred losses on refundings	63,611	652	-	64,263	26,092	116	90,471
Unrealized asset retirement obligations	32,380	-	-	32,380	-	-	32,380
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	205,134	24,353	-	229,487	106,267	116	335,870
Total assets and deferred outflows of resources	\$ 4,159,475	\$ 110,421	\$ (1,125)	\$ 4,268,771	\$ 4,821,711	\$ 78,891	\$ 9,169,373

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**Combining Statement of Net Position
(in thousands - unaudited) March 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 54,199	\$ 80	\$ (80)	\$ 54,199	\$ 14,483	\$ 40	\$ 68,722
Customer deposits and prepayments	67,952	-	-	67,952	27,717	-	95,669
Billings on behalf of state and local governments	19,509	-	-	19,509	3,620	-	23,129
Compensation and benefits payable	9,510	-	-	9,510	4,309	34	13,853
City of Jacksonville payable	11,976	-	-	11,976	4,842	-	16,818
Asset retirement obligations	3,357	-	-	3,357	-	-	3,357
Total current liabilities	166,503	80	(80)	166,503	54,971	74	221,548
Current liabilities payable from restricted assets:							
Debt due within one year	36,885	17,105	-	53,990	49,460	1,995	105,445
Interest payable	30,520	1,053	-	31,573	34,044	776	66,393
Construction contracts and accounts payable	11,426	1,045	(1,045)	11,426	58,418	267	70,111
Renewal and replacement reserve	-	8,174	-	8,174	-	-	8,174
Total current liabilities payable from restricted assets	78,831	27,377	(1,045)	105,163	141,922	3,038	250,123
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,268,910	43,300	-	1,312,210	1,818,365	64,030	3,194,605
Unamortized premium (discount), net	124,860	(79)	-	124,781	144,807	(3)	269,585
Total long-term debt	1,393,770	43,221	-	1,436,991	1,963,172	64,027	3,464,190
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligations	29,023	-	-	29,023	-	-	29,023
Compensation and benefits payable	30,536	-	-	30,536	12,709	99	43,344
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	61,369	-	-	61,369	-	-	61,369
Total noncurrent liabilities	2,143,073	43,221	-	2,186,294	2,401,012	64,126	4,651,432
Total liabilities	2,388,407	70,678	(1,125)	2,457,960	2,597,905	67,238	5,123,103
Deferred inflows of resources							
Revenues to be used for future costs	274,102	12,702	-	286,804	-	-	286,804
Accumulated increase in fair value of hedging derivatives	87,943	-	-	87,943	-	-	87,943
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	376,484	29,385	-	405,869	11,344	-	417,213
Net position							
Net investment in (divestment of) capital assets	1,263,655	(4,450)	-	1,259,205	1,822,286	(14,215)	3,067,276
Restricted for:							
Capital projects	(18,053)	-	-	(18,053)	191,602	23,401	196,950
Debt service	18,443	9,040	-	27,483	23,791	997	52,271
Other purposes	(1,739)	333	1,045	(361)	(2,360)	-	(2,721)
Unrestricted	132,278	5,435	(1,045)	136,668	177,143	1,470	315,281
Total net position	1,394,584	10,358	-	1,404,942	2,212,462	11,653	3,629,057
Total liabilities, deferred inflows of resources, and net position	\$ 4,159,475	\$ 110,421	\$ (1,125)	\$ 4,268,771	\$ 4,821,711	\$ 78,891	\$ 9,169,373

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**Combining Statement of Net Position
(in thousands) September 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 230,655	\$ 3,327	\$ -	\$ 233,982	\$ 20,047	\$ 1,809	\$ 255,838
Investments	142,095	1,347	-	143,442	-	-	143,442
Customer accounts receivable, net of allowance (\$2,847)	188,414	-	-	188,414	59,482	173	248,069
Inventories:							
Materials and supplies	2,453	-	-	2,453	140,854	-	143,307
Fuel	56,329	-	-	56,329	-	-	56,329
Prepaid assets	33,324	4	-	33,328	506	9	33,843
Other current assets	12,230	111	(929)	11,412	4,983	-	16,395
Total current assets	665,500	4,789	(929)	669,360	225,872	1,991	897,223
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	-	26,840	-	26,840	139,525	14,039	180,404
Investments	105,155	1,645	-	106,800	55,053	-	161,853
Other restricted assets	911	16	-	927	-	-	927
Total restricted assets	106,066	28,501	-	134,567	194,578	14,039	343,184
Costs to be recovered from future revenues	507,451	54,711	-	562,162	429,338	423	991,923
Hedging derivative instruments	53,512	-	-	53,512	-	-	53,512
Other assets	42,347	18,960	(13,277)	48,030	15	-	48,045
Total noncurrent assets	709,376	102,172	(13,277)	798,271	623,931	14,462	1,436,664
Capital assets:							
Land and easements	139,040	6,660	-	145,700	85,228	3,051	233,979
Plant in service	6,528,946	1,316,043	-	7,844,989	5,546,221	76,680	13,467,890
Lease Asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,397,301)	(1,315,018)	-	(5,712,319)	(3,042,553)	(40,416)	(8,795,288)
Plant in service, net	2,363,998	7,685	-	2,371,683	2,588,896	39,315	4,999,894
Construction work in progress	247,324	-	-	247,324	972,542	10,475	1,230,341
Net capital assets	2,611,322	7,685	-	2,619,007	3,561,438	49,790	6,230,235
Total assets	3,986,198	114,646	(14,206)	4,086,638	4,411,241	66,243	8,564,122
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Accumulated decrease in fair value of hedging derivatives	56,755	-	-	56,755	8,028	-	64,783
Unamortized deferred losses on refundings	36,559	766	-	37,325	24,820	121	62,266
Unrealized asset retirement obligations	31,501	-	-	31,501	-	-	31,501
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	226,857	24,467	-	251,324	113,023	121	364,468
Total assets and deferred outflows of resources	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

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Combining Statement of Net Position
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 69,873	\$ 97	\$ (97)	\$ 69,873	\$ 25,912	\$ 71	\$ 95,856
Customer deposits and prepayments	66,342	-	-	66,342	27,903	-	94,245
Billings on behalf of state and local governments	23,992	-	-	23,992	3,849	-	27,841
Compensation and benefits payable	8,786	-	-	8,786	3,752	32	12,570
City of Jacksonville payable	8,047	-	-	8,047	2,390	-	10,437
Asset retirement obligations	2,817	-	-	2,817	-	-	2,817
Total current liabilities	179,857	97	(97)	179,857	63,806	103	243,766
Current liabilities payable from restricted assets:							
Debt due within one year	32,515	16,445	-	48,960	55,415	1,930	106,305
Interest payable	22,259	1,404	-	23,663	31,173	665	55,501
Construction contracts and accounts payable	16,762	831	(832)	16,761	99,151	1,612	117,524
Renewal and replacement reserve	-	6,983	-	6,983	-	-	6,983
Total current liabilities payable from restricted assets	71,536	25,663	(832)	96,367	185,739	4,207	286,313
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,297,500	60,405	-	1,357,905	1,531,815	51,025	2,940,745
Unamortized premium (discount), net	70,071	(105)	-	69,966	111,622	(5)	181,583
Fair value of debt management strategy instruments	36,057	-	-	36,057	8,028	-	44,085
Total long-term debt	1,403,628	60,300	-	1,463,928	1,651,465	51,020	3,166,413
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease Liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligations	28,684	-	-	28,684	-	-	28,684
Compensation and benefits payable	31,733	-	-	31,733	13,163	84	44,980
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	59,860	13,277	(13,277)	59,860	-	-	59,860
Total noncurrent liabilities	2,152,280	73,577	(13,277)	2,212,580	2,089,759	51,104	4,353,443
Total liabilities	2,403,673	99,337	(14,206)	2,488,804	2,339,304	55,414	4,883,522
Deferred inflows of resources							
Revenues to be used for future costs	281,281	12,702	-	293,983	-	-	293,983
Accumulated increase in fair value of hedging derivatives	53,512	-	-	53,512	-	-	53,512
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	349,232	29,385	-	378,617	11,344	-	389,961
Net position							
Net investment in (divestment of) capital assets	1,245,434	(11,502)	-	1,233,932	1,923,907	(4,228)	3,153,611
Restricted for:							
Capital projects	-	-	-	-	46,037	11,444	57,481
Debt service	32,515	16,802	-	49,317	55,377	1,930	106,624
Other purposes	-	400	832	1,232	-	-	1,232
Unrestricted	182,201	4,691	(832)	186,060	148,295	1,804	336,159
Total net position	1,460,150	10,391	-	1,470,541	2,173,616	10,950	3,655,107
Total liabilities, deferred inflows of resources, and net position	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended March 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 72,053	\$ -	\$ -	\$ 72,053	\$ -	\$ -	\$ (2,586)	\$ 69,467
Electric - fuel and purchased power	44,079	1,724	(1,723)	44,080	-	-	(1,868)	42,212
Water and sewer	-	-	-	-	44,628	-	(124)	44,504
District energy system	-	-	-	-	-	953	(55)	898
Other operating revenues	1,689	-	-	1,689	1,694	-	(588)	2,795
Total operating revenues	117,821	1,724	(1,723)	117,822	46,322	953	(5,221)	159,876
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	28,701	199	-	28,900	23,853	401	(5,221)	47,933
Fuel	26,577	-	-	26,577	-	-	-	26,577
Purchased power	36,717	-	(1,723)	34,994	-	-	-	34,994
Depreciation	19,437	34	-	19,471	14,538	270	-	34,279
State utility and franchise taxes	4,846	-	-	4,846	847	-	-	5,693
Recognition of deferred costs and revenues, net	5,829	1,357	-	7,186	66	1	-	7,253
Total operating expenses	122,107	1,590	(1,723)	121,974	39,304	672	(5,221)	156,729
Operating income	(4,286)	134	-	(4,152)	7,018	281	-	3,147
Nonoperating revenues (expenses)								
Interest on debt	(5,136)	(210)	-	(5,346)	(6,844)	(280)	-	(12,470)
Earnings from The Energy Authority	622	-	-	622	-	-	-	622
Allowance for funds used during construction	598	-	-	598	3,657	7	-	4,262
Other nonoperating income, net	259	14	-	273	202	-	-	475
Investment income	2,068	50	-	2,118	(595)	42	-	1,565
Other interest, net	(386)	-	-	(386)	2	-	-	(384)
Total nonoperating expenses, net	(1,975)	(146)	-	(2,121)	(3,578)	(231)	-	(5,930)
Income before contributions	(6,261)	(12)	-	(6,273)	3,440	50	-	(2,783)
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(8,142)	-	-	(8,142)	(3,310)	-	-	(11,452)
Developers and other	285	-	-	285	14,866	-	-	15,151
Reduction of plant cost through contributions	(285)	-	-	(285)	(10,768)	-	-	(11,053)
Total contributions, net	(8,142)	-	-	(8,142)	788	-	-	(7,354)
Change in net position	(14,403)	(12)	-	(14,415)	4,228	50	-	(10,137)
Net position, beginning of period	1,408,987	10,370	-	1,419,357	2,208,234	11,603	-	3,639,194
Net position, end of period	\$ 1,394,584	\$ 10,358	\$ -	\$ 1,404,942	\$ 2,212,462	\$ 11,653	\$ -	\$ 3,629,057

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended March 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 65,897	\$ -	\$ -	\$ 65,897	\$ -	\$ -	\$ (1,065)	\$ 64,832
Electric - fuel and purchased power	29,478	1,724	(1,724)	29,478	-	-	(671)	28,807
Water and sewer	-	-	-	-	40,600	-	(52)	40,548
District energy system	-	-	-	-	-	959	(55)	904
Other operating revenues	1,521	-	-	1,521	2,220	1	(721)	3,021
Total operating revenues	96,896	1,724	(1,724)	96,896	42,820	960	(2,564)	138,112
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	30,549	202	-	30,751	22,486	447	(2,564)	51,120
Fuel	21,006	-	-	21,006	-	-	-	21,006
Purchased power	26,172	-	(1,724)	24,448	-	-	-	24,448
Depreciation	18,133	34	-	18,167	15,839	260	-	34,266
State utility and franchise taxes	4,478	-	-	4,478	906	-	-	5,384
Recognition of deferred costs and revenues, net	1,208	1,312	-	2,520	42	1	-	2,563
Total operating expenses	101,546	1,548	(1,724)	101,370	39,273	708	(2,564)	138,787
Operating income	(4,650)	176	-	(4,474)	3,547	252	-	(675)
Nonoperating revenues (expenses)								
Interest on debt	(5,324)	(259)	-	(5,583)	(14,363)	(153)	-	(20,099)
Earnings from The Energy Authority	(656)	-	-	(656)	-	-	-	(656)
Allowance for funds used during construction	621	-	-	621	2,528	8	-	3,157
Other nonoperating income, net	380	16	-	396	202	-	-	598
Investment income	275	57	-	332	306	14	-	652
Other interest, net	(420)	-	-	(420)	(30)	-	-	(450)
Total nonoperating expenses, net	(5,124)	(186)	-	(5,310)	(11,357)	(131)	-	(16,798)
Income before contributions	(9,774)	(10)	-	(9,784)	(7,810)	121	-	(17,473)
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,934)	-	-	(7,934)	(2,369)	-	-	(10,303)
Developers and other	1,529	-	-	1,529	14,200	-	-	15,729
Reduction of plant cost through contributions	(1,528)	-	-	(1,528)	(5,098)	-	-	(6,626)
Total contributions, net	(7,933)	-	-	(7,933)	6,733	-	-	(1,200)
Change in net position	(17,707)	(10)	-	(17,717)	(1,077)	121	-	(18,673)
Net position, beginning of period	1,459,445	10,314	-	1,469,759	2,106,146	9,542	-	3,585,447
Net position, end of period	\$ 1,441,738	\$ 10,304	\$ -	\$ 1,452,042	\$ 2,105,069	\$ 9,663	\$ -	\$ 3,566,774

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 6 months ended March 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 450,574	\$ -	\$ -	\$ 450,574	\$ -	\$ -	\$ (6,955)	\$ 443,619
Electric - fuel and purchased power	229,279	10,329	(10,329)	229,279	-	-	(4,673)	224,606
Water and sewer	-	-	-	-	248,681	-	(308)	248,373
District energy system	-	-	-	-	-	5,958	(337)	5,621
Other operating revenues	13,172	-	-	13,172	11,028	-	(3,624)	20,576
Total operating revenues	693,025	10,329	(10,329)	693,025	259,709	5,958	(15,897)	942,795
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	170,092	1,195	-	171,287	130,854	2,584	(15,897)	288,828
Fuel	156,982	-	-	156,982	-	-	-	156,982
Purchased power	242,561	-	(10,329)	232,232	-	-	-	232,232
Depreciation	111,973	205	-	112,178	90,193	1,610	-	203,981
State utility and franchise taxes	33,093	-	-	33,093	5,527	-	-	38,620
Recognition of deferred costs and revenues, net	(15,440)	8,141	-	(7,299)	333	6	-	(6,960)
Total operating expenses	699,261	9,541	(10,329)	698,473	226,907	4,200	(15,897)	913,683
Operating income	(6,236)	788	-	(5,448)	32,802	1,758	-	29,112
Nonoperating revenues (expenses)								
Interest on debt	(28,827)	(1,260)	-	(30,087)	(33,968)	(1,385)	-	(65,440)
Earnings from The Energy Authority	4,680	-	-	4,680	-	-	-	4,680
Allowance for funds used during construction	4,621	-	-	4,621	22,781	49	-	27,451
Other nonoperating income, net	1,705	81	-	1,786	1,220	-	-	3,006
Investment income	9,071	358	-	9,429	1,040	281	-	10,750
Other interest, net	(1,726)	-	-	(1,726)	97	-	-	(1,629)
Total nonoperating expenses, net	(10,476)	(821)	-	(11,297)	(8,830)	(1,055)	-	(21,182)
Income before contributions	(16,712)	(33)	-	(16,745)	23,972	703	-	7,930
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(48,854)	-	-	(48,854)	(19,858)	-	-	(68,712)
Developers and other	1,790	-	-	1,790	82,000	-	-	83,790
Reduction of plant cost through contributions	(1,790)	-	-	(1,790)	(47,268)	-	-	(49,058)
Total contributions, net	(48,854)	-	-	(48,854)	14,874	-	-	(33,980)
Change in net position	(65,566)	(33)	-	(65,599)	38,846	703	-	(26,050)
Net position, beginning of year	1,460,150	10,391	-	1,470,541	2,173,616	10,950	-	3,655,107
Net position, end of period	\$ 1,394,584	\$ 10,358	\$ -	\$ 1,404,942	\$ 2,212,462	\$ 11,653	\$ -	\$ 3,629,057

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 6 months ended March 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 412,867	\$ -	\$ -	\$ 412,867	\$ -	\$ -	\$ (6,612)	\$ 406,255
Electric - fuel and purchased power	213,945	10,474	(10,474)	213,945	-	-	(4,522)	209,423
Water and sewer	-	-	-	-	241,606	-	(337)	241,269
District energy system	-	-	-	-	-	6,083	(350)	5,733
Other operating revenues	10,978	-	-	10,978	12,003	1	(4,054)	18,928
Total operating revenues	637,790	10,474	(10,474)	637,790	253,609	6,084	(15,875)	881,608
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	156,532	1,236	-	157,768	128,520	2,726	(15,875)	273,139
Fuel	148,972	-	-	148,972	-	-	-	148,972
Purchased power	164,138	-	(10,474)	153,664	-	-	-	153,664
Depreciation	110,842	205	-	111,047	93,476	1,558	-	206,081
State utility and franchise taxes	31,254	-	-	31,254	5,543	-	-	36,797
Recognition of deferred costs and revenues, net	13,364	7,869	-	21,233	157	3	-	21,393
Total operating expenses	625,102	9,310	(10,474)	623,938	227,696	4,287	(15,875)	840,046
Operating income	12,688	1,164	-	13,852	25,913	1,797	-	41,562
Nonoperating revenues (expenses)								
Interest on debt	(29,131)	(1,553)	-	(30,684)	(26,967)	(912)	-	(58,563)
Earnings from The Energy Authority	3,683	-	-	3,683	-	-	-	3,683
Allowance for funds used during construction	3,464	-	-	3,464	14,582	32	-	18,078
Other nonoperating income, net	1,839	98	-	1,937	1,226	-	-	3,163
Investment income	14,276	493	-	14,769	3,056	86	-	17,911
Other interest, net	(1,778)	-	-	(1,778)	(185)	-	-	(1,963)
Total nonoperating expenses, net	(7,647)	(962)	-	(8,609)	(8,288)	(794)	-	(17,691)
Income before contributions	5,041	202	-	5,243	17,625	1,003	-	23,871
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(47,605)	-	-	(47,605)	(14,219)	-	-	(61,824)
Developers and other	3,548	-	-	3,548	104,087	-	-	107,635
Reduction of plant cost through contributions	(3,547)	-	-	(3,547)	(60,850)	-	-	(64,397)
Total contributions, net	(47,604)	-	-	(47,604)	29,018	-	-	(18,586)
Change in net position	(42,563)	202	-	(42,361)	46,643	1,003	-	5,285
Net position, beginning of year	1,484,301	10,102	-	1,494,403	2,058,426	8,660	-	3,561,489
Net position, end of period	\$ 1,441,738	\$ 10,304	\$ -	\$ 1,452,042	\$ 2,105,069	\$ 9,663	\$ -	\$ 3,566,774

JEA
Combining Statement of Cash Flows
(in thousands - unaudited) for the 6 months ended March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 705,321	\$ 10,329	\$ (10,525)	\$ 705,125	\$ 252,171	\$ 5,751	\$ (12,273)	\$ 950,774
Payments to suppliers	(471,042)	213	10,525	(460,304)	(111,075)	(2,100)	15,897	(557,582)
Payments for salaries and benefits	(125,633)	-	-	(125,633)	(55,727)	(514)	-	(181,874)
Other operating activities	11,436	(17)	-	11,419	11,997	-	(3,624)	19,792
Net cash provided by operating activities	120,082	10,525	-	130,607	97,366	3,137	-	231,110
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(44,931)	-	-	(44,931)	(17,408)	-	-	(62,339)
Net cash used in noncapital and related financing activities	(44,931)	-	-	(44,931)	(17,408)	-	-	(62,339)
Capital and related financing activities								
Acquisition and construction of capital assets	(143,878)	-	-	(143,878)	(239,776)	(4,207)	-	(387,861)
Defeasance of debt	(514,535)	-	-	(514,535)	(76,835)	-	-	(591,370)
Proceeds received from debt	472,830	-	-	472,830	532,845	42,000	-	1,047,675
Interest paid on debt	(24,133)	(1,404)	-	(25,537)	(36,624)	(1,267)	-	(63,428)
Repayment of debt principal	(32,515)	(16,445)	-	(48,960)	(55,415)	(1,930)	-	(106,305)
Capital contributions	-	-	-	-	34,732	-	-	34,732
Revolving credit agreement withdrawals	50,000	-	-	50,000	50,000	-	-	100,000
Revolving credit agreement repayments	-	-	-	-	(170,000)	(27,000)	-	(197,000)
Other capital financing activities	31,682	98	-	31,780	36,920	(449)	-	68,251
Net cash provided by (used in) capital and related financing activities	(160,549)	(17,751)	-	(178,300)	75,847	7,147	-	(95,306)
Investing activities								
Proceeds from sale and maturity of investments	133,472	667	-	134,139	13,782	-	-	147,921
Purchase of investments	(110,668)	(667)	-	(111,335)	(62,430)	-	-	(173,765)
Distributions from The Energy Authority	5,567	-	-	5,567	-	-	-	5,567
Investment income	9,983	451	-	10,434	2,286	281	-	13,001
Net cash provided by (used in) investing activities	38,354	451	-	38,805	(46,362)	281	-	(7,276)
Net change in cash and cash equivalents	(47,044)	(6,775)	-	(53,819)	109,443	10,565	-	66,189
Cash and cash equivalents at beginning of year	230,655	30,167	-	260,822	159,572	15,848	-	436,242
Cash and cash equivalents at end of period	\$ 183,611	\$ 23,392	\$ -	\$ 207,003	\$ 269,015	\$ 26,413	\$ -	\$ 502,431
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ (6,236)	\$ 788	\$ -	\$ (5,448)	\$ 32,802	\$ 1,758	\$ -	\$ 29,112
Adjustments:								
Depreciation and amortization	111,973	205	-	112,178	90,193	1,610	-	203,981
Recognition of deferred costs and revenues, net	(15,440)	8,141	-	(7,299)	333	6	-	(6,960)
Other nonoperating income, net	(1,677)	-	-	(1,677)	97	-	-	(1,580)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	31,255	-	-	31,255	3,580	(207)	-	34,628
Inventories	5,443	-	-	5,443	(17,746)	-	-	(12,303)
Other assets	5,940	13,281	-	19,221	(155)	(15)	-	19,051
Accounts and accrued expenses payable	(17,905)	(17)	-	(17,922)	(11,284)	(29)	-	(29,235)
Current liabilities payable from restricted assets	-	1,404	-	1,404	-	-	-	1,404
Other noncurrent liabilities and deferred inflows	6,729	(13,277)	-	(6,548)	(454)	14	-	(6,988)
Net cash provided by operating activities	\$ 120,082	\$ 10,525	\$ -	\$ 130,607	\$ 97,366	\$ 3,137	\$ -	\$ 231,110
Noncash activity								
Contribution of capital assets from developers	\$ 1,790	\$ -	\$ -	\$ 1,790	\$ 47,268	\$ -	\$ -	\$ 49,058
Unrealized investment fair market value changes, net	\$ (929)	\$ (93)	\$ -	\$ (1,022)	\$ (1,739)	\$ -	\$ -	\$ (2,761)

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Combining Statement of Cash Flows
(in thousands - unaudited) for the 6 months ended March 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 689,393	\$ 10,474	\$ (10,600)	\$ 689,267	\$ 245,660	\$ 5,974	\$ (11,821)	\$ 929,080
Payments to suppliers	(397,915)	68	10,600	(387,247)	(107,245)	(2,622)	15,875	(481,239)
Payments for salaries and benefits	(120,556)	-	-	(120,556)	(50,227)	(441)	-	(171,224)
Other operating activities	10,742	48	-	10,790	19,587	1	(4,054)	26,324
Net cash provided by operating activities	181,664	10,590	-	192,254	107,775	2,912	-	302,941
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(47,628)	-	-	(47,628)	(14,094)	-	-	(61,722)
Net cash used in noncapital and related financing activities	(47,628)	-	-	(47,628)	(14,094)	-	-	(61,722)
Capital and related financing activities								
Acquisition and construction of capital assets	(141,328)	-	-	(141,328)	(255,649)	(3,375)	-	(400,352)
Defeasance of debt	-	-	-	-	(171,295)	-	-	(171,295)
Proceeds received from debt	-	-	-	-	503,835	-	-	503,835
Interest paid on debt	(31,828)	(1,720)	-	(33,548)	(33,151)	(932)	-	(67,631)
Repayment of debt principal	(19,275)	(15,865)	-	(35,140)	(52,365)	(1,870)	-	(89,375)
Capital contributions	-	-	-	-	43,237	-	-	43,237
Revolving credit agreement withdrawals	-	-	-	-	50,000	-	-	50,000
Revolving credit agreement repayments	-	-	-	-	(177,000)	-	-	(177,000)
Other capital financing activities	2,763	115	-	2,878	58,679	-	-	61,557
Net cash used in capital and related financing activities	(189,668)	(17,470)	-	(207,138)	(33,709)	(6,177)	-	(247,024)
Investing activities								
Proceeds from sale and maturity of investments	207,788	1,841	-	209,629	33,687	-	-	243,316
Purchase of investments	(175,490)	(599)	-	(176,089)	(16,069)	-	-	(192,158)
Distributions from The Energy Authority	3,060	-	-	3,060	-	-	-	3,060
Investment income	11,812	313	-	12,125	1,204	86	-	13,415
Net cash provided by investing activities	47,170	1,555	-	48,725	18,822	86	-	67,633
Net change in cash and cash equivalents	(8,462)	(5,325)	-	(13,787)	78,794	(3,179)	-	61,828
Cash and cash equivalents at beginning of year	256,800	25,631	-	282,431	90,702	5,479	-	378,612
Cash and cash equivalents at end of period	\$ 248,338	\$ 20,306	\$ -	\$ 268,644	\$ 169,496	\$ 2,300	\$ -	\$ 440,440
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 12,688	\$ 1,164	\$ -	\$ 13,852	\$ 25,913	\$ 1,797	\$ -	\$ 41,562
Adjustments:								
Depreciation and amortization	110,842	205	-	111,047	93,476	1,558	-	206,081
Recognition of deferred costs and revenues, net	13,364	7,869	-	21,233	157	3	-	21,393
Other nonoperating income (loss), net	(1,825)	-	-	(1,825)	(185)	-	-	(2,010)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	60,273	-	-	60,273	2,046	(109)	-	62,210
Inventories	3,290	-	-	3,290	(21,357)	-	-	(18,067)
Other assets	(1,640)	90	-	(1,550)	6,470	(15)	-	4,905
Accounts and accrued expenses payable	(26,783)	(16)	-	(26,799)	836	(320)	-	(26,283)
Current liabilities payable from restricted assets	-	1,324	-	1,324	-	-	-	1,324
Other noncurrent liabilities and deferred inflows	11,455	(46)	-	11,409	419	(2)	-	11,826
Net cash provided by operating activities	\$ 181,664	\$ 10,590	\$ -	\$ 192,254	\$ 107,775	\$ 2,912	\$ -	\$ 302,941
Noncash activity								
Contribution of capital assets from developers	\$ 3,547	\$ -	\$ -	\$ 3,547	\$ 60,850	\$ -	\$ -	\$ 64,397
Unrealized investment fair market value changes, net	\$ 2,598	\$ 192	\$ -	\$ 2,790	\$ 1,933	\$ -	\$ -	\$ 4,723

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**Debt Service Coverage
March 2025
(unaudited)**

	Month		Year-to-Date	
	2025	2024	2025	2024
Electric System				
Senior debt service coverage, (annual minimum 1.20x)	5.16 x	3.59 x	3.80 x	5.83 x
Senior and subordinated debt service coverage, (annual minimum 1.15x)	3.09 x	2.22 x	2.28 x	3.59 x
Bulk Power Supply System				
Debt service coverage, (annual minimum 1.15x)	1.85 x	1.82 x	2.94 x	2.11 x
St. Johns River Power Park, Second Resolution				
Debt service coverage, (annual minimum 1.15x)	1.19 x	1.19 x	1.15 x	1.15 x
Water and Sewer System				
Senior debt service coverage, (annual minimum 1.25x)	2.68 x	5.79 x	3.28 x	3.88 x
Senior and subordinated debt service coverage excluding capacity fees ⁽¹⁾	1.90 x	3.10 x	2.10 x	2.42 x
Senior and subordinated debt service coverage including capacity fees ⁽¹⁾	2.25 x	4.53 x	2.68 x	3.29 x
District Energy System				
Debt service coverage	1.34 x	2.09 x	2.06 x	2.28 x

⁽¹⁾ Annual minimum coverage is either 1.00x aggregate debt service and aggregate subordinated debt service (excluding capacity charges) or the sum of 1.00x aggregate debt service and 1.20x aggregate subordinated debt service (including capacity charges).

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Electric System

Operating Statistics

March 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Electric revenues sales (000s omitted):						
Residential	\$ 57,496	\$ 47,725	20.47%	\$ 356,058	\$ 320,385	11.13%
Commercial	35,387	29,947	18.17%	202,898	194,918	4.09%
Industrial	22,361	15,915	40.50%	107,423	101,975	5.34%
Public street lighting	1,294	1,212	6.77%	7,552	7,432	1.61%
Electric revenues - territorial	116,538	94,799	22.93%	673,931	624,710	7.88%
Sales for resale - off system	100	241	-58.51%	812	1,276	-36.36%
Electric revenues	116,638	95,040	22.73%	674,743	625,986	7.79%
Regulatory	(281)	572	-149.13%	6,591	2,433	170.90%
Allowance for doubtful accounts	(225)	(237)	-5.06%	(1,481)	(1,607)	-7.84%
Net electric revenues	\$ 116,132	\$ 95,375	21.76%	\$ 679,853	\$ 626,812	8.46%
MWh sales						
Residential	396,043	383,895	3.16%	2,729,219	2,511,101	8.69%
Commercial	299,533	291,631	2.71%	1,871,085	1,815,292	3.07%
Industrial	237,939	207,562	14.64%	1,278,250	1,238,746	3.19%
Public street lighting	4,420	4,467	-1.05%	28,368	27,697	2.42%
Total MWh sales - territorial	937,935	887,555	5.68%	5,906,922	5,592,836	5.62%
Sales for resale - off system	2,306	13,351	-82.73%	24,058	45,594	-47.23%
Total MWh sales	940,241	900,906	4.37%	5,930,980	5,638,430	5.19%
Average number of accounts						
Residential	477,806	467,121	2.29%	476,158	463,820	2.66%
Commercial	57,197	56,551	1.14%	57,052	56,316	1.31%
Industrial	207	197	5.08%	207	200	3.50%
Public street lighting	4,092	4,041	1.26%	4,089	4,042	1.16%
Total average accounts	539,302	527,910	2.16%	537,506	524,378	2.50%
Residential averages						
Revenue per account - \$	120.33	102.17	17.78%	747.77	690.75	8.25%
kWh per account	828.88	822	0.86%	5,732	5,414	5.87%
Revenue per kWh - ¢	14.52	12.43	16.80%	13.05	12.76	2.25%
Degree days						
Heating degree days	100	60	40	1,119	1,020	99
Cooling degree days	45	83	(38)	547	382	165
Total degree days	145	143	2	1,666	1,402	264
Degree days - 30 year average	207		1,588			

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**Water and Sewer System
Operating Statistics
March 2025 and 2024 (unaudited)**

	Month								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenues (000s omitted):									
Residential	\$ 8,879	\$ 8,853	0.29%	\$ 14,806	\$ 13,400	10.49%	\$ 1,683	\$ 1,332	26.35%
Commercial and industrial	4,206	4,333	-2.93%	11,570	9,906	16.80%	653	446	46.41%
Irrigation	2,783	2,386	16.64%	N/A	N/A	N/A	48	29	65.52%
Gross revenues	15,868	15,572	1.90%	26,376	23,306	13.17%	2,384	1,807	31.93%
Allowance for doubtful accounts	-	(33)	-100.00%	-	(48)	-100.00%	-	(4)	-100.00%
Net revenues	\$ 15,868	\$ 15,539	2.12%	\$ 26,376	\$ 23,258	13.41%	\$ 2,384	\$ 1,803	32.22%
Kgal sales									
Residential	1,592,034	1,507,836	5.58%	1,626,842	1,321,821	23.08%	285,127	211,937	34.53%
Commercial and industrial	1,254,600	1,242,759	0.95%	1,292,609	1,065,406	21.33%	137,687	94,696	45.40%
Irrigation	454,005	352,618	28.75%	N/A	N/A	N/A	37,515	19,280	94.58%
Total kgal sales	3,300,639	3,103,213	6.36%	2,919,451	2,387,227	22.29%	460,329	325,913	41.24%
Average number of accounts:									
Residential	339,076	332,782	1.89%	305,723	299,317	2.14%	29,329	27,220	7.75%
Commercial and industrial	27,817	27,576	0.87%	19,712	19,543	0.86%	1,088	977	11.36%
Irrigation	38,834	38,649	0.48%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	405,727	399,007	1.68%	325,435	318,860	2.06%	30,460	28,240	7.86%
Residential averages:									
Revenue per account - \$	26.19	26.60	-1.54%	48.43	44.77	8.18%	57.38	48.93	17.27%
Kgals per account	4.70	4.53	3.75%	5.32	4.42	20.36%	9.72	7.79	24.78%
Revenue per kgals - \$	5.58	5.87	-4.94%	9.10	10.14	-10.26%	5.90	6.28	-6.05%

	Year-to-Date								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenues (000s omitted):									
Residential	\$ 53,085	\$ 53,137	-0.10%	\$ 81,917	\$ 79,959	2.45%	\$ 9,514	\$ 8,204	15.97%
Commercial and industrial	24,890	24,955	-0.26%	60,298	57,621	4.65%	3,691	3,390	8.88%
Irrigation	15,509	14,759	5.08%	N/A	N/A	N/A	129	92	40.22%
Gross revenues	93,484	92,851	0.68%	142,215	137,580	3.37%	13,334	11,686	14.10%
Allowance for doubtful accounts	(134)	(196)	-31.63%	(199)	(290)	-31.38%	(19)	(25)	-24.00%
Net revenues	\$ 93,350	\$ 92,655	0.75%	\$ 142,016	\$ 137,290	3.44%	\$ 13,315	\$ 11,661	14.18%
Kgal sales									
Residential	9,372,936	9,139,771	2.55%	8,570,090	8,122,705	5.51%	1,617,185	1,329,900	21.60%
Commercial and industrial	7,135,669	6,933,140	2.92%	6,509,932	6,185,111	5.25%	774,979	713,702	8.59%
Irrigation	2,418,416	2,198,811	9.99%	N/A	N/A	N/A	216,228	138,374	56.26%
Total kgal sales	18,927,021	18,271,722	3.59%	15,080,022	14,307,816	5.40%	2,608,392	2,181,976	19.54%
Average number of accounts:									
Residential	337,957	331,069	2.08%	304,611	297,548	2.37%	28,943	26,677	8.49%
Commercial and industrial	27,774	27,502	0.99%	19,695	19,523	0.88%	1,063	955	11.31%
Irrigation	38,823	38,619	0.53%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	404,554	397,190	1.85%	324,306	317,071	2.28%	30,049	27,675	8.58%
Residential averages:									
Revenue per account - \$	157.08	160.50	-2.13%	268.92	268.73	0.07%	328.72	307.53	6.89%
Kgals per account	27.73	27.61	0.43%	28.13	27.30	3.04%	55.87	49.85	12.08%
Revenue per kgals - \$	5.66	5.81	-2.58%	9.56	9.84	-2.85%	5.88	6.17	-4.70%

	Month				Year-to-Date			
	2025	2024	Variance	30 Year Avg	2025	2024	Variance	30 Year Avg
Rainfall	4.80	5.69	(0.89)	3.29	17.92	25.56	(7.64)	18.24
Rain Days	6	12	(6)	8	45	50	(5)	46

Appendix

JEA
Schedule of Cash and Investments
(in thousands - unaudited) March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 2,685	\$ 3,095	\$ 5,780	\$ 5,270	\$ 1,239	\$ 12,289
Rate stabilization:						
Environmental	6,448	-	6,448	-	-	6,448
Purchased Power	246,000	-	246,000	-	-	246,000
Total rate stabilization funds	252,448	-	252,448	-	-	252,448
Customer deposits	53,167	-	53,167	18,904	-	72,071
General reserve	-	2,320	2,320	-	-	2,320
Self insurance reserve funds:						
Self funded health plan	21,654	-	21,654	-	-	21,654
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	31,654	-	31,654	-	-	31,654
Total unrestricted cash and investments	\$ 339,954	\$ 5,415	\$ 345,369	\$ 24,174	\$ 1,239	\$ 370,782
Restricted assets						
Renewal and replacement funds	\$ (19,995)	\$ 8,174	\$ (11,821)	\$ (9,951)	\$ 8,852	\$ (12,920)
Debt service reserve account	39,824	2,276	42,100	99,725	-	141,825
Debt service funds	48,963	10,093	59,056	57,836	1,773	118,665
Construction funds	124	-	124	201,553	14,549	216,226
Subtotal	68,916	20,543	89,459	349,163	25,174	463,796
Unrealized holding gain (loss) on investments	(1,739)	21	(1,718)	(2,360)	-	(4,078)
Other funds	-	312	312	-	-	312
Total restricted cash and investments	\$ 67,177	\$ 20,876	\$ 88,053	\$ 346,803	\$ 25,174	\$ 460,030
Total cash and investments	\$ 407,131	\$ 26,291	\$ 433,422	\$ 370,977	\$ 26,413	\$ 830,812

JEA
Schedule of Cash and Investments
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 31,093	\$ 3,031	\$ 34,124	\$ 1,701	\$ 1,809	\$ 37,634
Rate stabilization:						
Environmental	12,101	-	12,101	-	-	12,101
Purchased Power	246,000	-	246,000	-	-	246,000
DSM/Conservation	937	-	937	-	-	937
Total rate stabilization funds	259,038	-	259,038	-	-	259,038
Customer deposits	50,376	-	50,376	18,346	-	68,722
General reserve	-	1,643	1,643	-	-	1,643
Self insurance reserve funds:						
Self funded health plan	22,243	-	22,243	-	-	22,243
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	32,243	-	32,243	-	-	32,243
Total unrestricted cash and investments	\$ 372,750	\$ 4,674	\$ 377,424	\$ 20,047	\$ 1,809	\$ 399,280
Restricted assets						
Renewal and replacement funds	\$ (2,160)	\$ 6,983	\$ 4,823	\$ 26,267	\$ 11,444	\$ 42,534
Debt service reserve account	53,352	2,896	56,248	62,614	-	118,862
Debt service funds	54,774	18,206	72,980	86,549	2,595	162,124
Construction funds	-	-	-	19,770	-	19,770
Subtotal	105,966	28,085	134,051	195,200	14,039	343,290
Unrealized holding gain (loss) on investments	(811)	88	(723)	(622)	-	(1,345)
Other funds	-	312	312	-	-	312
Total restricted cash and investments	\$ 105,155	\$ 28,485	\$ 133,640	\$ 194,578	\$ 14,039	\$ 342,257
Total cash and investments	\$ 477,905	\$ 33,159	\$ 511,064	\$ 214,625	\$ 15,848	\$ 741,537

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INVESTMENT PORTFOLIO REPORT
MARCH 2025
(unaudited)

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<u>INVESTMENT</u>	<u>BOOK VALUE</u>	<u>YIELD</u>	<u>% OF TOTAL</u>
* Treasuries	\$ 24,696,094	4.29%	2.97%
<u>Agencies</u>			
Federal Farm Credit Bank	58,582,467	4.96%	7.05%
Federal Home Loan Bank	74,394,942	3.83%	8.95%
Federal National Mortgage Assoc.	16,029,356	4.66%	1.93%
Federal Home Loan Mortgage Corp.	16,177,750	4.82%	1.95%
Total	<u>165,184,514</u>	<u>4.41%</u>	<u>19.88%</u>
Municipal Bonds	<u>81,749,600</u>	<u>4.20%</u>	<u>9.84%</u>
Commercial Paper	<u>60,782,330</u>	<u>4.55%</u>	<u>7.31%</u>
U.S. Treasury Money Market Funds (1)	<u>275,230,080</u>	<u>4.22%</u>	<u>33.12%</u>
Agency Money Market Funds (2)	<u>18,370,000</u>	<u>4.27%</u>	<u>2.21%</u>
Florida Palm Fund	<u>40,500,000</u>	<u>4.44%</u>	<u>4.87%</u>
Florida Class Fund	<u>15,000,000</u>	<u>4.40%</u>	<u>1.81%</u>
Florida Prime Fund	<u>20,500,000</u>	<u>4.51%</u>	<u>2.47%</u>
Wells Fargo Bank Accounts (3)			
Electric, Scherer	<u>54,493,110</u>	<u>2.42%</u>	<u>6.56%</u>
SJRPP	<u>1,879,058</u>	<u>2.42%</u>	<u>0.23%</u>
Water & Sewer, DES	<u>72,576,119</u>	<u>2.42%</u>	<u>8.73%</u>
Total Portfolio	<u>\$ 830,960,905</u>	<u>4.03%</u>	<u>100.00%</u>

Backed by Full Faith and Credit of U. S. Government

Weighted Avg. Annual Yield Excluding Bank & Money Market Funds: 4.38%

Some investments listed above may be classified as Cash Equivalents on the Statements of Net Position in accordance with generally accepted accounting principles.

(1) Treasury Funds: Fidelity, Goldman Sachs, State Street

(2) Government Funds: State Street, Wells Fargo Allspring

(3) Month-end bank balances excluding sweep balances

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**Schedule of Outstanding Indebtedness
March 2025
(unaudited)**

	<u>Interest Rates</u>	<u>Principal Payment Dates</u>	<u>Par Amount Principal Outstanding</u>	<u>Current Portion of Long-Term Debt</u>
Electric Enterprise				
<i>Electric System</i>				
Fixed Rate Senior	3.000-6.056%	2025-2044	\$ 775,030,000	\$ 18,680,000
Fixed Rate Subordinated	4.000-6.406%	2025-2039	431,930,000	10,955,000
Variable Rate Senior	2.932%	2025-2038	25,000,000	-
Variable Rate Subordinated	2.879%	2025	4,145,000	4,145,000
Other Obligations	4.412%	2027	50,000,000	-
Total Electric System	4.131% (wtd avg)	2025-2044	1,286,105,000	33,780,000
<i>Bulk Power Supply System</i>				
Fixed Rate Senior	5.450-5.920%	2025-2030	19,690,000	3,105,000
<i>St. Johns River Power Park</i>				
Fixed Rate Senior	3.000-5.450%	2025-2028	60,405,000	17,105,000
Total Electric Enterprise	4.095% (wtd avg)	2025-2044	1,366,200,000	53,990,000
Water and Sewer System				
Fixed Rate Senior	3.000-6.310%	2025-2055	1,657,830,000	32,975,000
Fixed Rate Subordinated	2.750-5.000%	2025-2040	65,790,000	14,635,000
Variable Rate Senior	3.016%	2028-2042	51,820,000	-
Variable Rate Subordinated	2.902-3.214%	2025-2038	92,385,000	1,850,000
Total Water and Sewer System	4.446% (wtd avg)	2025-2055	1,867,825,000	49,460,000
District Energy System				
Fixed Rate Senior	3.544-5.601%	2025-2055	66,025,000	1,995,000
Total District Energy System	5.305% (wtd avg)	2025-2055	66,025,000	1,995,000
Total JEA	4.315% (wtd avg)	2025-2055	\$ 3,300,050,000	\$ 105,445,000

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**Debt Ratio
(unaudited)**

	<u>Current YTD</u>
Electric Enterprise	43.4%
Water and Sewer System	47.2%

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Electric System
Production Statistics
March 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Generated power:						
Steam:						
<i>Fuel oil #6</i>						
Fuel expense	\$ 77,094	\$ 18,783	310.46%	\$ 142,637	\$ 454,382	-68.61%
Barrels consumed	689	168	310.12%	1,276	4,065	-68.61%
\$/ per barrel consumed	\$ 111.89	\$ 111.80	0.08%	\$ 111.78	\$ 111.78	0.00%
kWh generated (1)	-	(251)	-100.00%	394,042	2,347,918	-83.22%
Cost per MWh	\$ -	\$ (74,831.00)	-100.00%	\$ 361.98	\$ 193.53	87.05%
<i>Natural gas units #1-3</i>						
Fuel expense - variable	\$ 985,870	\$ 4,193,123	-76.49%	\$ 8,737,699	\$ 26,895,351	-67.51%
MMBTUs consumed	248,851	2,300,993	-89.19%	3,035,769	9,198,764	-67.00%
\$/ per MMBTU consumed	\$ 3.96	\$ 1.82	117.40%	\$ 2.88	\$ 2.92	-1.56%
kWh generated (1)	21,119,779	205,241,455	-89.71%	248,355,461	782,606,513	-68.27%
Cost per MWh	\$ 46.68	\$ 20.43	128.48%	\$ 35.18	\$ 34.37	2.37%
<i>Biomass units #1-2</i>						
Fuel expense	\$ 76	\$ 4,832	-98.43%	\$ 373,437	\$ 285,963	30.59%
kWh generated	-	(63)	-100.00%	13,467,102	10,305,732	30.68%
Cost per MWh	\$ -	\$ (76,700.16)	-100.00%	\$ 27.73	\$ 27.75	-0.07%
<i>Coal</i>						
Fuel expense	\$ 5,102,873	\$ 528,472	865.59%	\$ 12,210,226	\$ 3,124,534	290.79%
kWh generated	47,943,523	(91)	-52685290.11%	105,747,812	19,811,926	433.76%
Cost per MWh	\$ 106.44	\$ (5,807,386.26)	-100.00%	\$ 115.47	\$ 157.71	-26.79%
<i>Pet coke and limestone</i>						
Fuel expense	\$ 5,770,833	\$ 513,558	1023.70%	\$ 17,297,409	\$ 13,421,056	28.88%
kWh generated	104,971,795	(175,730)	-59834.70%	317,002,510	179,244,283	76.86%
Cost per MWh	\$ 54.98	\$ (2,922.42)	-101.88%	\$ 54.57	\$ 74.88	-27.13%
Combustion turbine:						
<i>Fuel oil #2</i>						
Fuel expense	\$ 120,714	\$ 127,025	-4.97%	\$ 3,796,675	\$ 718,191	428.64%
Barrels consumed	764	596	28.19%	34,382	4,164	725.70%
\$/ per barrel consumed	\$ 158.00	\$ 213.13	-25.87%	\$ 110.43	\$ 172.48	-35.98%
kWh generated	280,951	96,634	190.74%	15,531,764	1,436,933	980.90%
Cost per MWh	\$ 429.66	\$ 1,314.50	-67.31%	\$ 244.45	\$ 499.81	-51.09%
<i>Natural gas (includes landfill)</i>						
Fuel expense Kennedy & landfill - variable	\$ 895,221	\$ 81,734	995.28%	\$ 8,219,513	\$ 2,173,717	278.13%
MMBTUs consumed	228,156	45,313	403.51%	2,050,580	698,687	193.49%
\$/ per MMBTU consumed	\$ 3.92	\$ 1.80	117.53%	\$ 4.01	\$ 3.11	28.84%
kWh generated (1)	19,963,150	3,423,491	483.12%	177,347,642	57,214,715	209.97%
Cost per MWh	\$ 44.84	\$ 23.87	87.83%	\$ 46.35	\$ 37.99	21.99%
Fuel expense BB simple - variable	\$ 2,362,714	\$ 104,382	2163.53%	\$ 9,878,236	\$ 1,752,478	463.67%
MMBTUs consumed	\$ 634,919	52,051	1119.80%	2,878,374	582,336	394.28%
\$/ per MMBTU consumed	\$ 3.72	\$ 2.01	85.57%	\$ 3.43	\$ 3.01	14.04%
kWh generated (1)	54,359,201	4,606,100	1080.16%	246,117,504	49,523,783	396.97%
Cost per MWh	\$ 43.46	\$ 22.66	91.80%	\$ 40.14	\$ 35.39	13.42%
Fuel expense BB combined - variable	\$ 5,796,478	\$ 6,626,265	-12.52%	\$ 56,783,645	\$ 52,746,605	7.65%
MMBTUs consumed	1,522,709	3,005,692	-49.34%	15,689,417	17,508,422	-10.39%
\$/ per MMBTU consumed	\$ 3.81	\$ 2.20	72.67%	\$ 3.62	\$ 3.01	20.13%
kWh generated (1)	215,812,856	436,442,304	-50.55%	2,233,131,226	2,539,673,312	-12.07%
Cost per MWh	\$ 26.86	\$ 15.18	76.91%	\$ 25.43	\$ 20.77	22.43%
Fuel expense GEC simple - variable	\$ 3,542,411	\$ 569,662	521.84%	\$ 13,978,460	\$ 4,864,474	187.36%
MMBTUs consumed	740,395	276,581	167.70%	3,367,015	1,463,399	130.08%
\$/ per MMBTU consumed	\$ 4.78	\$ 2.06	132.30%	\$ 4.15	\$ 3.32	24.89%
kWh generated	63,548,553	21,600,640	194.20%	287,492,574	121,626,985	136.37%
Cost per MWh	\$ 55.74	\$ 26.37	111.37%	\$ 48.62	\$ 40.00	21.57%
Natural gas expense - fixed	\$ 3,196,446	\$ 2,955,932	8.14%	\$ 18,526,259	\$ 18,318,981	1.13%
Total generated power:						
Fuel expense	\$ 27,850,730	\$ 15,723,767	77.13%	\$ 149,944,195	\$ 124,755,732	20.19%
kWh generated	527,999,808	671,234,489	-21.34%	3,644,587,637	3,763,792,100	-3.17%
Cost per MWh	\$ 52.75	\$ 23.43	125.18%	\$ 41.14	\$ 33.15	24.12%

(1) Allocation of kWh generated is based upon a ratio of gas MBTU's (adjusted to oil equivalent - 95.5%) and

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Electric System
Production Statistics (Continued)
March 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Cost of fuels						
Natural gas	\$ 16,779,140	\$ 14,531,098	15.47%	\$ 116,123,812	\$ 106,751,607	8.78%
Petcoke	5,770,833	513,558	1023.70%	17,297,409	13,421,056	28.88%
Coal	5,102,873	528,472	865.59%	12,210,226	3,124,534	290.79%
Fuel oil #2	120,714	127,025	-4.97%	3,796,675	718,191	428.64%
Fuel oil #6	77,094	18,783	310.46%	142,637	454,382	-68.61%
Biomass	76	4,832	-98.43%	373,437	285,963	30.59%
Total	<u>\$ 27,850,730</u>	<u>\$ 15,723,767</u>	<u>77.13%</u>	<u>\$ 149,944,195</u>	<u>\$ 124,755,732</u>	<u>20.19%</u>
Purchased power:						
<i>FPL</i>						
Purchases	\$ 6,134,667	\$ 2,699,558	127.25%	\$ 32,411,335	\$ 25,751,109	25.86%
kWh purchased	135,609,000	78,689,000	72.34%	754,669,000	674,601,000	11.87%
Cost per MWh	\$ 45.24	\$ 34.31	31.86%	\$ 42.95	\$ 38.17	12.51%
<i>Plant Vogtle</i>						
kWh Purchased	133,198,000	77,496,000	71.88%	742,494,000	441,144,000	68.31%
<i>Fixed Costs</i>						
Purchases	\$ 18,209,843	\$ 12,877,583	41.41%	\$ 114,488,736	\$ 76,740,126	49.19%
Cost per MWh	\$ 136.71	\$ 166.17	-17.73%	\$ 154.19	\$ 173.96	-11.36%
<i>Fuel</i>						
Purchases	\$ 1,740,108	\$ 3,307,005	-47.38%	\$ 10,760,195	\$ 3,078,838	249.49%
Cost per MWh	\$ 13.06	\$ 42.67	-69.39%	\$ 14.49	\$ 6.98	107.64%
<i>Plant Scherer</i>						
Purchases	\$ 642,190	\$ 342,501	87.50%	\$ 6,637,446	\$ 3,674,611	80.63%
<i>SJRPP</i>						
Purchases	\$ 1,724,113	\$ 1,724,141	0.00%	\$ 10,329,328	\$ 10,474,290	-1.38%
<i>TEA Solar</i>						
Purchases	\$ 1,895,040	\$ 1,735,266	9.21%	\$ 9,100,423	\$ 8,733,519	4.20%
kWh purchased	35,247,000	31,217,000	12.91%	167,996,000	154,586,000	8.67%
Cost per MWh	\$ 53.76	\$ 55.59	-3.28%	\$ 54.17	\$ 56.50	-4.12%
<i>TEA & other</i>						
Purchases	\$ 7,012,948	\$ 3,827,664	83.22%	\$ 65,470,941	\$ 39,359,753	66.34%
kWh purchased	98,386,838	71,741,229	37.14%	841,508,941	756,402,678	11.25%
Cost per MWh	\$ 71.28	\$ 53.35	33.60%	\$ 77.80	\$ 52.04	49.52%
Total purchased power:						
Purchases	<u>\$ 37,358,908</u>	<u>\$ 26,513,717</u>	<u>40.90%</u>	<u>\$ 249,198,404</u>	<u>\$ 167,812,245</u>	<u>48.50%</u>
kWh purchased	<u>402,440,838</u>	<u>259,143,229</u>	<u>55.30%</u>	<u>2,506,667,941</u>	<u>2,026,733,678</u>	<u>23.68%</u>
Cost per MWh	<u>\$ 92.83</u>	<u>\$ 102.31</u>	<u>-9.27%</u>	<u>\$ 99.41</u>	<u>\$ 82.80</u>	<u>20.07%</u>
Subtotal - generated and purchased power:	\$ 65,209,638	\$ 42,237,484	54.39%	\$ 399,142,599	\$ 292,567,977	36.43%
Fuel interchange sales	(100,240)	(241,762)	-58.54%	(999,932)	(1,276,467)	-21.66%
Earnings of The Energy Authority	(610,666)	823,309	-174.17%	(4,334,634)	(3,357,513)	29.10%
Realized and Unrealized (Gains) Losses	(3,002,418)	3,539,490	-184.83%	(2,590,504)	14,824,157	-117.47%
Fuel procurement and handling	1,477,048	1,558,843	-5.25%	8,023,248	7,547,573	6.30%
Byproduct reuse	251,271	184,069	36.51%	1,604,606	1,844,401	-13.00%
Total generated and net purchased power:	<u>63,224,634</u>	<u>48,101,433</u>	<u>31.44%</u>	<u>400,845,383</u>	<u>312,150,129</u>	<u>28.41%</u>
Cost, net	<u>930,440,646</u>	<u>930,377,718</u>	<u>0.01%</u>	<u>6,151,255,578</u>	<u>5,790,525,778</u>	<u>6.23%</u>
kWh generated and purchased	<u>\$ 67.95</u>	<u>\$ 51.70</u>	<u>31.43%</u>	<u>\$ 65.16</u>	<u>\$ 53.91</u>	<u>20.88%</u>
Reconciliation:						
Generated and purchased power per above	\$ 63,224,634	67.95		\$ 400,845,383	65.16	
SJRPP debt service	\$ (1,525,662)	(1.64)		\$ (9,138,621)	(1.49)	
SJRPP R & R	\$ (198,451)	(0.21)		\$ (1,190,706)	(0.19)	
Scherer power production	\$ (387,215)	(0.42)		\$ (3,000,746)	(0.49)	
Scherer R & R	\$ (254,975)	(0.27)		\$ (3,636,699)	(0.59)	
MEAG Debt Service	\$ (18,209,843)	(19.57)		\$ (114,488,736)	(18.61)	
MEAG-Prepaid Fuel	\$ (238,956)	(0.26)		\$ (281,730)	(0.05)	
FPL Capacity	\$ (1,400,000)	(1.50)		\$ (8,400,000)	(1.37)	
TEA Solar Capacity	\$ (497,770)	(0.53)		\$ (2,440,680)	(0.40)	
TEA and Other Capacity	\$ (2,060,759)	(2.21)		\$ (12,734,376)	(2.07)	
Energy expense per budget page	<u>\$ 38,451,003</u>	<u>\$ 43.54</u>		<u>\$ 245,533,087</u>	<u>\$ 39.92</u>	

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Electric System	Month				Prior Year Month	
	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
Budget vs. Actual	2024-25	2024-25	2024-25	%	2023-24	%
March 2025 and 2024 (unaudited)						
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	\$ 434,404,924	\$ 28,456,237	\$ 44,067,340	54.86%	\$ 29,312,823	50.33%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	309,362,448	19,451,268	26,576,632		21,006,169	
Other Purchased Power	123,959,172	8,934,006	11,874,371		7,265,157	
Subtotal Energy Expense	433,321,620	28,385,274	38,451,003	-35.46%	28,271,326	-36.01%
Transfer to (from) Other Regulatory Funds,	-	-	5,527,576		964,597	
Fuel Related Uncollectibles	1,083,304	70,963	88,761		76,900	
Total	434,404,924	28,456,237	44,067,340	-54.86%	29,312,823	-50.33%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	879,376,000	62,218,061	67,638,057		61,027,774	
Conservation Charge Revenue	-	-	-		128	
Environmental Charge Revenue	-	-	-		8	
Investment Income	18,069,815	1,505,818	1,891,355		1,804,520	
Natural Gas Revenue Pass Through	1,138,390	94,866	110,083		151,238	
Other Revenues	86,620,167	9,100,040	8,905,775		2,117,071	
Total	985,204,372	72,918,785	78,545,270	7.72%	65,100,739	20.65%
Nonfuel Related Expenses						
Non-Fuel O&M	291,470,578	21,485,094	23,291,908		20,452,732	
DSM / Conservation O&M	10,951,894	866,283	777,896		529,887	
Environmental O&M	11,289,700	1,092,463	(281,499)		201,679	
Rate Stabilization - DSM	(937,039)	-	-		(529,758)	
Rate Stabilization - Environmental	(11,289,700)	(1,090,188)	281,499		(42,630)	
Natural Gas Expense Pass Through	1,261,588	102,392	157,807		94,581	
Debt Principal - Electric System	36,625,000	3,052,083	2,815,000		2,494,583	
Debt Interest - Electric System	69,179,089	5,764,924	5,615,962		5,616,266	
R&R - Electric System	72,915,550	6,076,296	6,076,296		5,736,571	
Operating Capital Outlay	158,866,803	7,000,000	7,000,000		26,000,000	
City Contribution Expense	97,708,817	8,142,401	7,399,450		7,934,128	
Taxes & Uncollectibles	2,331,809	194,317	158,753		195,776	
<i>Nonfuel Purchased Power:</i>						
* SJRPP D/S Principal	17,105,000	1,425,417	1,425,417		1,370,417	
* SJRPP D/S Interest	2,106,326	175,527	162,192		217,795	
** Other Non-Fuel Purchased Power	225,618,957	23,051,909	22,975,475		16,607,713	
Total Nonfuel Expenses	985,204,372	77,338,918	77,856,156	-0.67%	86,879,740	10.39%
Non-Fuel Balance	-	(4,420,133)	689,114		(21,779,001)	
Total Balance	\$ -	\$ (4,420,133.00)	\$ 689,114.00		\$ (21,779,001.00)	
Total Revenues	1,419,609,296	101,375,022	122,612,610	20.95%	94,413,562	29.87%
Total Expenses	1,419,609,296	105,795,155	121,923,496	-15.24%	116,192,563	-4.93%
KWH Sold - Territorial	12,200,000,000	863,180,642	937,935,032	8.66%	887,554,793	5.68%
KWH Sold - Off System	-	-	2,306,000		13,351,000	
	12,200,000,000	863,180,642	940,241,032	8.93%	900,905,793	4.37%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Electric System	Year-to-Date				Prior Year-to-Date		
	Budget vs. Actual	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
March 2025 and 2024 (unaudited)	2024-25	2024-25	2024-25	%	2023-24	%	
Fuel Related Revenues & Expenses							
Fuel Rate Revenues	\$ 434,404,924	\$ 194,920,026	\$ 228,914,922	17.44%	\$ 213,245,383	7.35%	
Fuel Expense and Purchased Power:							
Fuel Expense - Electric System	309,362,448	140,184,990	156,981,545		148,971,864		
Other Purchased Power	123,959,172	54,248,952	88,551,542		51,720,211		
Subtotal Energy Expense	433,321,620	194,433,942	245,533,087	-26.28%	200,692,075	-22.34%	
Transfer to (from) Other Regulatory Funds, Net	-	-	(17,253,827)		11,976,342		
Fuel Related Uncollectibles	1,083,304	486,084	635,662		576,966		
Total	434,404,924	194,920,026	228,914,922	-17.44%	213,245,383	-7.35%	
Fuel Balance	-	-	-		-		
Nonfuel Related Revenues							
Base Rate Revenues	879,376,000	401,114,534	411,804,083		380,327,855		
Conservation Charge Revenue	-	-	-		1,146		
Environmental Charge Revenue	-	-	-		39		
Investment Income	18,069,815	9,034,908	10,000,700		11,678,615		
Natural Gas Revenue Pass Through	1,138,390	569,195	724,665		539,389		
Other Revenues	86,620,167	54,600,242	56,958,238		41,623,671		
Total	985,204,372	465,318,879	479,487,686	3.04%	434,170,715	10.44%	
Nonfuel Related Expenses							
Non-Fuel O&M	291,470,578	139,294,084	137,053,374		137,552,341		
DSM / Conservation O&M	10,951,894	3,840,687	3,701,771		2,298,767		
Environmental O&M	11,289,700	10,202,275	5,544,081		683,130		
Rate Stabilization - DSM	(937,039)	(937,039)	(937,039)		(2,297,621)		
Rate Stabilization - Environmental	(11,289,700)	(10,200,000)	(5,653,623)		(135,411)		
Natural Gas Expense Pass Through	1,261,588	621,794	873,907		655,838		
Debt Principal - Electric System	36,625,000	18,312,500	16,890,000		14,967,500		
Debt Interest - Electric System	69,179,089	34,589,544	31,819,239		30,914,850		
R&R - Electric System	72,915,550	36,457,775	36,457,775		34,419,425		
Operating Capital Outlay	158,866,803	42,000,000	42,000,000		54,156,901		
Operating Capital Outlay - Environmental	-	-	-		5,488		
City Contribution Expense	97,708,817	48,854,408	44,396,699		47,604,765		
Taxes & Uncollectibles	2,331,809	1,165,904	962,370		1,217,407		
<i>Nonfuel Purchased Power:</i>							
* SJRPP D/S Principal	17,105,000	8,552,500	8,552,500		8,222,500		
* SJRPP D/S Interest	2,106,326	1,053,163	973,152		1,305,807		
** Other Non-Fuel Purchased Power	225,618,957	141,682,157	143,816,394		102,246,340		
Total Nonfuel Expenses	985,204,372	475,489,752	466,450,600	1.90%	433,818,027	-7.52%	
Non-Fuel Balance	-	(10,170,873)	13,037,086		352,688		
Total Balance	\$ -	\$ (10,170,873.00)	\$ 13,037,086.00		\$ 352,688.00		
Total Revenues	1,419,609,296	660,238,905	708,402,608	7.29%	647,416,098	9.42%	
Total Expenses	1,419,609,296	670,409,778	695,365,522	-3.72%	647,063,410	-7.46%	
KWH Sold - Territorial	12,200,000,000	5,564,852,020	5,906,922,057	6.15%	5,592,836,193	5.62%	
KWH Sold - Off System	-	-	24,058,000		45,594,000		
	12,200,000,000	5,564,852,020	5,930,980,057	6.58%	5,638,430,193	5.19%	

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Water and Sewer System

Budget vs. Actual March 2025 and 2024 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Water & Sewer Revenues	\$ 519,149,274	\$ 46,445,472	\$ 43,778,707		\$ 39,777,220	
Capacity & Extension Fees	82,476,555	7,580,806	4,097,996		9,102,174	
Investment Income	5,542,022	493,425	436,748		365,127	
Other Income	80,116,741	2,367,746	1,899,025		12,422,461	
Total	687,284,592	56,887,449	50,212,476	-11.73%	61,666,982	-18.57%
EXPENSES						
O & M Expenses	263,483,858	19,346,138	22,914,875		21,743,160	
Debt Principal - Water & Sewer	50,230,000	4,185,833	4,278,125		(262,572)	
Debt Interest - Water & Sewer	85,995,271	7,166,273	7,859,766		7,234,880	
Rate Stabilization - Environmental	(76,186)	-	-		(70,704)	
R&R - Water & Sewer	31,122,150	2,593,513	2,593,513		2,538,254	
Operating Capital Outlay	129,427,831	-	-		10,000,000	
Operating Capital Outlay - Capacity/Extension	82,476,555	7,580,806	4,097,996		9,102,174	
Operating Capital Outlay - Environmental	76,186	-	-		70,704	
City Contribution Expense	39,715,679	3,309,640	3,007,653		2,369,934	
Uncollectibles & Fees	1,090,213	90,851	3,235		88,861	
Interlocal Agreements	3,743,035	-	-		-	
Total Expenses	687,284,592	44,273,054	44,755,163	-1.09%	52,814,691	15.26%
Total Balance	\$ -	\$ 12,614,395	\$ 5,457,313		\$ 8,852,291	
Sales kials						
Water	40,882,040	3,641,741	3,300,639	-9.37%	3,103,213	6.36%
Sewer	37,265,046	3,309,233	3,379,780	2.13%	2,713,140	24.57%
Total	78,147,086	6,950,974	6,680,419	-3.89%	5,816,353	14.86%

Budget vs. Actual March 2025 and 2024 (unaudited)	Year-To-Date				Prior Year to Date	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Water & Sewer Revenues	\$ 519,149,274	\$ 250,176,338	\$ 243,564,794		\$ 236,573,389	
Capacity & Extension Fees	82,476,555	33,921,839	34,732,160		43,237,181	
Investment Income	5,542,022	2,547,037	2,777,845		1,122,268	
Other Income	80,116,741	13,147,922	11,599,960		28,416,981	
Total	687,284,592	299,793,136	292,674,759	-2.37%	309,349,819	-5.39%
EXPENSES						
O & M Expenses	263,483,858	125,900,072	127,806,343		121,815,302	
Debt Principal - Water & Sewer	50,230,000	25,115,000	24,922,502		23,421,929	
Debt Interest - Water & Sewer	85,995,271	42,997,635	39,496,389		31,739,433	
Rate Stabilization - Environmental	(76,186)	(76,186)	(36,771)		(400,656)	
R&R - Water & Sewer	31,122,150	15,561,075	15,561,075		15,229,525	
Operating Capital Outlay	129,427,831	-	-		15,187,161	
Operating Capital Outlay - Capacity/Extension	82,476,555	33,921,839	34,732,160		43,237,181	
Operating Capital Outlay - Environmental	76,186	76,186	36,771		400,656	
City Contribution Expense	39,715,679	19,857,840	18,045,916		14,219,605	
Uncollectibles & Fees	1,090,213	545,107	543,759		905,043	
Interlocal Agreements	3,743,035	3,743,035	3,732,407		7,227,701	
Total Expenses	687,284,592	267,641,603	264,840,551	1.05%	272,982,880	2.98%
Total Balance	\$ -	\$ 32,151,533	\$ 27,834,208		\$ 36,366,939	
Sales kials						
Water	40,882,040	19,489,169	18,927,021	-2.88%	18,271,722	3.59%
Sewer	37,265,046	17,932,459	17,688,414	-1.36%	16,489,792	7.27%
Total	78,147,086	37,421,628	36,615,435	-2.15%	34,761,514	5.33%

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District Energy System

Budget vs. Actual March 2025 and 2024 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Revenues	\$ 13,766,363	\$ 959,688	\$ 953,289		\$ 959,665	
Investment Income	145,609.00	13,593.00	42,786.00		13,900.00	
Total	13,911,972	973,281	996,075	2.34%	973,565	2.31%
EXPENSES						
O & M Expenses	6,144,700	446,100	395,446		443,322	
Debt Principal - District Energy System	1,995,000	166,250	166,250		160,833	
Debt Interest - District Energy System	3,470,806	289,234	277,772		151,552	
R&R - District Energy System	654,900	54,575	54,575		53,588	
Operating Capital Outlay	1,646,566	450,000	450,000		545,605	
Total Expenses	13,911,972	1,406,159	1,344,043	4.42%	1,354,900	0.80%
Total Balance	\$ -	\$ (432,878)	\$ (347,968)		\$ (381,335)	

Budget vs. Actual March 2025 and 2024 (unaudited)	Year-To-Date				Prior-Year-to-Date	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Revenues	\$ 13,766,363	\$ 6,441,706	\$ 6,294,959		\$ 6,083,877	
Investment Income	145,609.00	63,541.00	281,293.00		86,138.00	
Total	13,911,972	6,505,247	6,576,252	1.09%	6,170,015	6.58%
EXPENSES						
O & M Expenses	6,144,700	2,916,807	2,584,563		2,734,148	
Debt Principal - District Energy System	1,995,000	997,500	997,500		965,000	
Debt Interest - District Energy System	3,470,806	1,735,403	1,376,769		903,738	
R&R - District Energy System	654,900	327,450	327,450		321,525	
Operating Capital Outlay	1,646,566	1,287,042	1,287,042		1,245,604	
Total Expenses	13,911,972	7,264,202	6,573,324	9.51%	6,170,015	-6.54%
Total Balance	\$ -	\$ (758,955)	\$ 2,928		\$ -	



Monthly Financial Statements

April 2025

Monthly Financial Statements

April 2025

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Statements of Net Position
(in thousands)

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	April 2025		September 2024
	(unaudited)		
Assets			
Current assets:			
Cash and cash equivalents	\$ 187,727	\$	255,838
Investments	175,676		143,442
Customer accounts receivable, net of allowance (\$2,686 and \$2,847, respectively)	241,881		248,069
Inventories:			
Materials and supplies	161,633		143,307
Fuel	47,596		56,329
Prepaid assets	30,158		33,843
Other current assets	40,273		16,395
Total current assets	<u>884,944</u>		<u>897,223</u>
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	237,627		180,404
Investments	149,233		161,853
Other restricted assets	1,797		927
Total restricted assets	<u>388,657</u>		<u>343,184</u>
Costs to be recovered from future revenues	1,024,111		991,923
Hedging derivative instruments	69,575		53,512
Other assets	47,607		48,045
Total noncurrent assets	<u>1,529,950</u>		<u>1,436,664</u>
Capital assets:			
Land and easements	236,005		233,979
Plant in service	13,948,549		13,467,890
Lease asset	93,313		93,313
Less accumulated depreciation	<u>(9,010,978)</u>		<u>(8,795,288)</u>
Plant in service, net	5,266,889		4,999,894
Construction work in progress	1,130,544		1,230,341
Net capital assets	<u>6,397,433</u>		<u>6,230,235</u>
Total assets	<u>8,812,327</u>		<u>8,564,122</u>
Deferred outflows of resources			
Unrealized pension contributions and losses	192,172		192,172
Accumulated decrease in fair value of hedging derivatives	10,114		64,783
Unamortized deferred losses on refundings	89,383		62,266
Unrealized asset retirement obligations	32,261		31,501
Unrealized OPEB contributions and losses	13,746		13,746
Total deferred outflows of resources	<u>337,676</u>		<u>364,468</u>
Total assets and deferred outflows of resources	<u>\$ 9,150,003</u>	\$	<u>8,928,590</u>

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Statements of Net Position
(in thousands)

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	April 2025 (unaudited)	September 2024
Liabilities		
Current liabilities:		
Accounts and accrued expenses payable	\$ 67,325	\$ 95,856
Customer deposits and prepayments	96,297	94,245
Billings on behalf of state and local governments	27,275	27,841
Compensation and benefits payable	16,141	12,570
City of Jacksonville payable	17,883	10,437
Asset retirement obligations	3,265	2,817
Total current liabilities	<u>228,186</u>	<u>243,766</u>
Current liabilities payable from restricted assets:		
Debt due within one year	105,445	106,305
Interest payable	13,491	55,501
Construction contracts and accounts payable	75,013	117,524
Renewal and replacement reserve	8,373	6,983
Total current liabilities payable from restricted assets	<u>202,322</u>	<u>286,313</u>
Noncurrent liabilities:		
Long-term debt:		
Debt payable, less current portion	3,194,605	2,940,745
Unamortized premium, net	266,834	181,583
Fair value of debt management strategy instruments	-	44,085
Total long-term debt	<u>3,461,439</u>	<u>3,166,413</u>
Net pension liability	965,649	965,649
Lease liability	87,300	87,300
Asset retirement obligations	28,996	28,684
Compensation and benefits payable	43,971	44,980
Net OPEB liability	609	557
Other liabilities	64,366	59,860
Total noncurrent liabilities	<u>4,652,330</u>	<u>4,353,443</u>
Total liabilities	<u>5,082,838</u>	<u>4,883,522</u>
Deferred inflows of resources		
Revenues to be used for future costs	286,188	293,983
Accumulated increase in fair value of hedging derivatives	69,576	53,512
Unrealized OPEB gains	19,712	19,712
Unrealized pension gains	22,754	22,754
Total deferred inflows of resources	<u>398,230</u>	<u>389,961</u>
Net position		
Net investment in capital assets	3,098,501	3,153,611
Restricted for:		
Capital projects	167,471	57,481
Debt service	61,245	106,624
Other purposes	(2,677)	1,232
Unrestricted	344,395	336,159
Total net position	<u>3,668,935</u>	<u>3,655,107</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 9,150,003</u>	<u>\$ 8,928,590</u>

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Statements of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited)

	Month		Year-to-Date	
	2025	2024	2025	2024
Operating revenues				
Electric - base	\$ 81,879	\$ 69,706	\$ 525,498	\$ 475,961
Electric - fuel and purchased power	46,153	28,519	270,759	237,942
Water and sewer	48,190	43,469	296,563	284,738
District energy system	1,010	894	6,631	6,627
Other operating revenues	3,321	2,918	23,897	21,846
Total operating revenues	180,553	145,506	1,123,348	1,027,114
Operating expenses				
Operations and maintenance:				
Maintenance and other operating expenses	47,354	42,848	336,182	315,987
Fuel	25,051	23,247	182,033	172,219
Purchased power	8,741	19,837	240,973	173,501
Depreciation	33,515	33,974	237,496	240,055
State utility and franchise taxes	7,181	5,425	45,801	42,222
Recognition of deferred costs and revenues, net	10,427	1,538	3,467	22,931
Total operating expenses	132,269	126,869	1,045,952	966,915
Operating income	48,284	18,637	77,396	60,199
Nonoperating revenues (expenses)				
Interest on debt	(11,845)	(8,729)	(77,285)	(67,292)
Earnings from The Energy Authority	1,427	317	6,107	4,000
Allowance for funds used during construction	4,027	4,966	31,478	23,044
Other nonoperating income, net	547	618	3,553	3,781
Investment income	1,395	2,952	12,145	20,863
Other interest, net	(93)	(86)	(1,722)	(2,049)
Total nonoperating expenses, net	(4,542)	38	(25,724)	(17,653)
Income before contributions	43,742	18,675	51,672	42,546
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(11,451)	(10,305)	(80,163)	(72,129)
Developers and other	19,219	11,071	103,009	118,706
Reduction of plant cost through contributions	(11,632)	(3,686)	(60,690)	(68,083)
Total contributions, net	(3,864)	(2,920)	(37,844)	(21,506)
Change in net position	39,878	15,755	13,828	21,040
Net position, beginning of period	3,629,057	3,566,774	3,655,107	3,561,489
Net position, end of period	\$ 3,668,935	\$ 3,582,529	\$3,668,935	\$3,582,529

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Statement of Cash Flows**(in thousands - unaudited)**

	Year-to-Date	
	April	
	2025	2024
Operating activities		
Receipts from customers	\$ 1,099,405	\$ 1,064,382
Payments to suppliers	(611,962)	(568,474)
Payments for salaries and benefits	(208,566)	(195,956)
Other operating activities	(3,601)	28,802
Net cash provided by operating activities	275,276	328,754
Noncapital and related financing activities		
Contribution to General Fund, City of Jacksonville, Florida	(72,747)	(72,026)
Net cash used in noncapital and related financing activities	(72,747)	(72,026)
Capital and related financing activities		
Acquisition and construction of capital assets	(448,795)	(464,122)
Defeasance of debt	(591,370)	(171,295)
Proceeds received from debt	1,047,675	503,835
Interest paid on debt	(129,763)	(113,948)
Repayment of debt principal	(106,305)	(89,375)
Capital contributions	42,319	50,623
Revolving credit agreement withdrawals	100,000	50,000
Revolving credit agreement repayments	(197,000)	(177,000)
Other capital financing activities	71,365	64,660
Net cash used in capital and related financing activities	(211,874)	(346,622)
Investing activities		
Proceeds from sale and maturity of investments	166,996	267,572
Purchase of investments	(189,369)	(226,271)
Distributions from The Energy Authority	5,837	3,060
Investment income	14,993	16,524
Net cash provided by (used in) investing activities	(1,543)	60,885
Net change in cash and cash equivalents	(10,888)	(29,009)
Cash and cash equivalents at beginning of year	436,242	378,612
Cash and cash equivalents at end of period	\$ 425,354	\$ 349,603
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 77,396	\$ 60,199
Adjustments:		
Depreciation and amortization	237,496	240,055
Recognition of deferred costs and revenues, net	3,467	22,931
Other nonoperating income, net	(1,694)	(2,098)
Changes in noncash assets and noncash liabilities:		
Accounts receivable	6,187	55,466
Inventories	(9,592)	(17,236)
Other assets	(9,101)	(4,867)
Accounts and accrued expenses payable	(23,588)	(38,270)
Current liabilities payable from restricted assets	1,646	1,572
Other noncurrent liabilities and deferred inflows	(6,941)	11,002
Net cash provided by operating activities	\$ 275,276	\$ 328,754
Noncash activity		
Contribution of capital assets from developers	\$ 60,690	\$ 68,083
Unrealized investment fair market value changes, net	\$ (2,761)	\$ 4,723

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Combining Statement of Net Position
(in thousands - unaudited) April 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 163,415	\$ 3,439	\$ -	\$ 166,854	19,705	\$ 1,168	\$ 187,727
Investments	173,687	1,989	-	175,676	-	-	175,676
Customer accounts receivable, net of allowance (\$2,686)	177,018	-	-	177,018	64,237	626	241,881
Inventories:							
Materials and supplies	2,479	-	-	2,479	159,154	-	161,633
Fuel	47,596	-	-	47,596	-	-	47,596
Prepaid assets	28,768	-	-	28,768	1,370	20	30,158
Other current assets	38,938	39	(1,102)	37,875	2,398	-	40,273
Total current assets	631,901	5,467	(1,102)	636,266	246,864	1,814	884,944
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	125	20,747	-	20,872	191,935	24,820	237,627
Investments	38,745	911	-	39,656	109,577	-	149,233
Other restricted assets	1,785	12	-	1,797	-	-	1,797
Total restricted assets	40,655	21,670	-	62,325	301,512	24,820	388,657
Costs to be recovered from future revenues	520,746	45,136	-	565,882	457,271	958	1,024,111
Hedging derivative instruments	69,575	-	-	69,575	-	-	69,575
Other assets	41,915	5,683	-	47,598	9	-	47,607
Total noncurrent assets	672,891	72,489	-	745,380	758,792	25,778	1,529,950
Capital assets:							
Land and easements	139,039	6,660	-	145,699	87,255	3,051	236,005
Plant in service	6,707,513	1,316,043	-	8,023,556	5,847,257	77,736	13,948,549
Lease asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,508,222)	(1,315,257)	-	(5,823,479)	(3,145,204)	(42,295)	(9,010,978)
Plant in service, net	2,431,643	7,446	-	2,439,089	2,789,308	38,492	5,266,889
Construction work in progress	204,403	-	-	204,403	913,586	12,555	1,130,544
Net capital assets	2,636,046	7,446	-	2,643,492	3,702,894	51,047	6,397,433
Total assets	3,940,838	85,402	(1,102)	4,025,138	4,708,550	78,639	8,812,327
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Accumulated decrease in fair value of hedging derivatives	10,114	-	-	10,114	-	-	10,114
Unamortized deferred losses on refundings	62,721	632	-	63,353	25,916	114	89,383
Unrealized asset retirement obligations	32,261	-	-	32,261	-	-	32,261
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	207,138	24,333	-	231,471	106,091	114	337,676
Total assets and deferred outflows of resources	\$ 4,147,976	\$ 109,735	\$ (1,102)	\$ 4,256,609	\$ 4,814,641	\$ 78,753	\$ 9,150,003

JEA
Combining Statement of Net Position
(in thousands - unaudited) April 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 51,190	\$ 13	\$ (13)	\$ 51,190	\$ 16,107	\$ 28	\$ 67,325
Customer deposits and prepayments	68,649	-	-	68,649	27,648	-	96,297
Billings on behalf of state and local governments	22,889	-	-	22,889	4,386	-	27,275
Compensation and benefits payable	11,077	-	-	11,077	5,022	42	16,141
City of Jacksonville payable	12,735	-	-	12,735	5,148	-	17,883
Asset retirement obligations	3,265	-	-	3,265	-	-	3,265
Total current liabilities	169,805	13	(13)	169,805	58,311	70	228,186
Current liabilities payable from restricted assets:							
Debt due within one year	36,885	17,105	-	53,990	49,460	1,995	105,445
Interest payable	5,226	175	-	5,401	7,549	541	13,491
Construction contracts and accounts payable	11,513	1,089	(1,089)	11,513	63,260	240	75,013
Renewal and replacement reserve	-	8,373	-	8,373	-	-	8,373
Total current liabilities payable from restricted assets	53,624	26,742	(1,089)	79,277	120,269	2,776	202,322
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,268,910	43,300	-	1,312,210	1,818,365	64,030	3,194,605
Unamortized premium (discount), net	123,328	(75)	-	123,253	143,584	(3)	266,834
Total long-term debt	1,392,238	43,225	-	1,435,463	1,961,949	64,027	3,461,439
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligations	28,996	-	-	28,996	-	-	28,996
Compensation and benefits payable	30,914	-	-	30,914	12,956	101	43,971
Net OPEB liability	340	-	-	340	269	-	609
Other liabilities	64,366	-	-	64,366	-	-	64,366
Total noncurrent liabilities	2,144,917	43,225	-	2,188,142	2,400,060	64,128	4,652,330
Total liabilities	2,368,346	69,980	(1,102)	2,437,224	2,578,640	66,974	5,082,838
Deferred inflows of resources							
Revenues to be used for future costs	273,486	12,702	-	286,188	-	-	286,188
Accumulated increase in fair value of hedging derivatives	69,576	-	-	69,576	-	-	69,576
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	357,501	29,385	-	386,886	11,344	-	398,230
Net position							
Net investment in (divestment of) capital assets	1,263,719	(5,912)	-	1,257,807	1,854,838	(14,144)	3,098,501
Restricted for:							
Capital projects	(24,172)	-	-	(24,172)	168,528	23,115	167,471
Debt service	21,516	10,496	-	32,012	28,069	1,164	61,245
Other purposes	(1,739)	333	1,089	(317)	(2,360)	-	(2,677)
Unrestricted	162,805	5,453	(1,089)	167,169	175,582	1,644	344,395
Total net position	1,422,129	10,370	-	1,432,499	2,224,657	11,779	3,668,935
Total liabilities, deferred inflows of resources, and net position	\$ 4,147,976	\$ 109,735	\$ (1,102)	\$ 4,256,609	\$ 4,814,641	\$ 78,753	\$ 9,150,003

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**Combining Statement of Net Position
(in thousands) September 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 230,655	\$ 3,327	\$ -	\$ 233,982	\$ 20,047	\$ 1,809	\$ 255,838
Investments	142,095	1,347	-	143,442	-	-	143,442
Customer accounts receivable, net of allowance (\$2,847)	188,414	-	-	188,414	59,482	173	248,069
Inventories:							
Materials and supplies	2,453	-	-	2,453	140,854	-	143,307
Fuel	56,329	-	-	56,329	-	-	56,329
Prepaid assets	33,324	4	-	33,328	506	9	33,843
Other current assets	12,230	111	(929)	11,412	4,983	-	16,395
Total current assets	665,500	4,789	(929)	669,360	225,872	1,991	897,223
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	-	26,840	-	26,840	139,525	14,039	180,404
Investments	105,155	1,645	-	106,800	55,053	-	161,853
Other restricted assets	911	16	-	927	-	-	927
Total restricted assets	106,066	28,501	-	134,567	194,578	14,039	343,184
Costs to be recovered from future revenues	507,451	54,711	-	562,162	429,338	423	991,923
Hedging derivative instruments	53,512	-	-	53,512	-	-	53,512
Other assets	42,347	18,960	(13,277)	48,030	15	-	48,045
Total noncurrent assets	709,376	102,172	(13,277)	798,271	623,931	14,462	1,436,664
Capital assets:							
Land and easements	139,040	6,660	-	145,700	85,228	3,051	233,979
Plant in service	6,528,946	1,316,043	-	7,844,989	5,546,221	76,680	13,467,890
Lease Asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,397,301)	(1,315,018)	-	(5,712,319)	(3,042,553)	(40,416)	(8,795,288)
Plant in service, net	2,363,998	7,685	-	2,371,683	2,588,896	39,315	4,999,894
Construction work in progress	247,324	-	-	247,324	972,542	10,475	1,230,341
Net capital assets	2,611,322	7,685	-	2,619,007	3,561,438	49,790	6,230,235
Total assets	3,986,198	114,646	(14,206)	4,086,638	4,411,241	66,243	8,564,122
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Accumulated decrease in fair value of hedging derivatives	56,755	-	-	56,755	8,028	-	64,783
Unamortized deferred losses on refundings	36,559	766	-	37,325	24,820	121	62,266
Unrealized asset retirement obligations	31,501	-	-	31,501	-	-	31,501
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	226,857	24,467	-	251,324	113,023	121	364,468
Total assets and deferred outflows of resources	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

JEA
Combining Statement of Net Position
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 69,873	\$ 97	\$ (97)	\$ 69,873	\$ 25,912	\$ 71	\$ 95,856
Customer deposits and prepayments	66,342	-	-	66,342	27,903	-	94,245
Billings on behalf of state and local governments	23,992	-	-	23,992	3,849	-	27,841
Compensation and benefits payable	8,786	-	-	8,786	3,752	32	12,570
City of Jacksonville payable	8,047	-	-	8,047	2,390	-	10,437
Asset retirement obligations	2,817	-	-	2,817	-	-	2,817
Total current liabilities	179,857	97	(97)	179,857	63,806	103	243,766
Current liabilities payable from restricted assets:							
Debt due within one year	32,515	16,445	-	48,960	55,415	1,930	106,305
Interest payable	22,259	1,404	-	23,663	31,173	665	55,501
Construction contracts and accounts payable	16,762	831	(832)	16,761	99,151	1,612	117,524
Renewal and replacement reserve	-	6,983	-	6,983	-	-	6,983
Total current liabilities payable from restricted assets	71,536	25,663	(832)	96,367	185,739	4,207	286,313
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,297,500	60,405	-	1,357,905	1,531,815	51,025	2,940,745
Unamortized premium (discount), net	70,071	(105)	-	69,966	111,622	(5)	181,583
Fair value of debt management strategy instruments	36,057	-	-	36,057	8,028	-	44,085
Total long-term debt	1,403,628	60,300	-	1,463,928	1,651,465	51,020	3,166,413
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease Liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligations	28,684	-	-	28,684	-	-	28,684
Compensation and benefits payable	31,733	-	-	31,733	13,163	84	44,980
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	59,860	13,277	(13,277)	59,860	-	-	59,860
Total noncurrent liabilities	2,152,280	73,577	(13,277)	2,212,580	2,089,759	51,104	4,353,443
Total liabilities	2,403,673	99,337	(14,206)	2,488,804	2,339,304	55,414	4,883,522
Deferred inflows of resources							
Revenues to be used for future costs	281,281	12,702	-	293,983	-	-	293,983
Accumulated increase in fair value of hedging derivatives	53,512	-	-	53,512	-	-	53,512
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	349,232	29,385	-	378,617	11,344	-	389,961
Net position							
Net investment in (divestment of) capital assets	1,245,434	(11,502)	-	1,233,932	1,923,907	(4,228)	3,153,611
Restricted for:							
Capital projects	-	-	-	-	46,037	11,444	57,481
Debt service	32,515	16,802	-	49,317	55,377	1,930	106,624
Other purposes	-	400	832	1,232	-	-	1,232
Unrestricted	182,201	4,691	(832)	186,060	148,295	1,804	336,159
Total net position	1,460,150	10,391	-	1,470,541	2,173,616	10,950	3,655,107
Total liabilities, deferred inflows of resources, and net position	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended April 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 83,088	\$ -	\$ -	\$ 83,088	\$ -	\$ -	\$ (1,209)	\$ 81,879
Electric - fuel and purchased power	47,132	1,732	(1,732)	47,132	-	-	(979)	46,153
Water and sewer	-	-	-	-	48,254	-	(64)	48,190
District energy system	-	-	-	-	-	1,073	(63)	1,010
Other operating revenues	1,778	-	-	1,778	2,132	-	(589)	3,321
Total operating revenues	131,998	1,732	(1,732)	131,998	50,386	1,073	(2,904)	180,553
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	25,822	198	-	26,020	23,795	443	(2,904)	47,354
Fuel	25,051	-	-	25,051	-	-	-	25,051
Purchased power	10,473	-	(1,732)	8,741	-	-	-	8,741
Depreciation	18,434	35	-	18,469	14,777	269	-	33,515
State utility and franchise taxes	6,054	-	-	6,054	1,127	-	-	7,181
Recognition of deferred costs and revenues, net	8,991	1,357	-	10,348	78	1	-	10,427
Total operating expenses	94,825	1,590	(1,732)	94,683	39,777	713	(2,904)	132,269
Operating income	37,173	142	-	37,315	10,609	360	-	48,284
Nonoperating revenues (expenses)								
Interest on debt	(4,729)	(209)	-	(4,938)	(6,626)	(281)	-	(11,845)
Earnings from The Energy Authority	1,427	-	-	1,427	-	-	-	1,427
Allowance for funds used during construction	664	-	-	664	3,357	6	-	4,027
Other nonoperating income, net	318	14	-	332	215	-	-	547
Investment income	929	65	-	994	360	41	-	1,395
Other interest, net	(95)	-	-	(95)	2	-	-	(93)
Total nonoperating expenses, net	(1,486)	(130)	-	(1,616)	(2,692)	(234)	-	(4,542)
Income before contributions	35,687	12	-	35,699	7,917	126	-	43,742
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(8,142)	-	-	(8,142)	(3,309)	-	-	(11,451)
Developers and other	178	-	-	178	19,041	-	-	19,219
Reduction of plant cost through contributions	(178)	-	-	(178)	(11,454)	-	-	(11,632)
Total contributions, net	(8,142)	-	-	(8,142)	4,278	-	-	(3,864)
Change in net position	27,545	12	-	27,557	12,195	126	-	39,878
Net position, beginning of period	1,394,584	10,358	-	1,404,942	2,212,462	11,653	-	3,629,057
Net position, end of period	\$ 1,422,129	\$ 10,370	\$ -	\$ 1,432,499	\$ 2,224,657	\$ 11,779	\$ -	\$ 3,668,935

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended April 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 70,802	\$ -	\$ -	\$ 70,802	\$ -	\$ -	\$ (1,096)	\$ 69,706
Electric - fuel and purchased power	29,122	1,712	(1,712)	29,122	-	-	(603)	28,519
Water and sewer	-	-	-	-	43,526	-	(57)	43,469
District energy system	-	-	-	-	-	948	(54)	894
Other operating revenues	1,614	-	-	1,614	2,030	-	(726)	2,918
Total operating revenues	101,538	1,712	(1,712)	101,538	45,556	948	(2,536)	145,506
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	24,360	202	-	24,562	20,422	400	(2,536)	42,848
Fuel	23,247	-	-	23,247	-	-	-	23,247
Purchased power	21,549	-	(1,712)	19,837	-	-	-	19,837
Depreciation	18,152	34	-	18,186	15,528	260	-	33,974
State utility and franchise taxes	4,472	-	-	4,472	953	-	-	5,425
Recognition of deferred costs and revenues, net	183	1,312	-	1,495	42	1	-	1,538
Total operating expenses	91,963	1,548	(1,712)	91,799	36,945	661	(2,536)	126,869
Operating income	9,575	164	-	9,739	8,611	287	-	18,637
Nonoperating revenues (expenses)								
Interest on debt	(4,747)	(258)	-	(5,005)	(3,573)	(151)	-	(8,729)
Earnings from The Energy Authority	317	-	-	317	-	-	-	317
Allowance for funds used during construction	642	-	-	642	4,315	9	-	4,966
Other nonoperating income, net	355	17	-	372	246	-	-	618
Investment income	2,372	84	-	2,456	486	10	-	2,952
Other interest, net	(71)	-	-	(71)	(15)	-	-	(86)
Total nonoperating expenses, net	(1,132)	(157)	-	(1,289)	1,459	(132)	-	38
Income before contributions	8,443	7	-	8,450	10,070	155	-	18,675
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,934)	-	-	(7,934)	(2,371)	-	-	(10,305)
Developers and other	288	-	-	288	10,783	-	-	11,071
Reduction of plant cost through contributions	(289)	-	-	(289)	(3,397)	-	-	(3,686)
Total contributions, net	(7,935)	-	-	(7,935)	5,015	-	-	(2,920)
Change in net position	508	7	-	515	15,085	155	-	15,755
Net position, beginning of period	1,441,738	10,304	-	1,452,042	2,105,069	9,663	-	3,566,774
Net position, end of period	\$ 1,442,246	\$ 10,311	\$ -	\$ 1,452,557	\$ 2,120,154	\$ 9,818	\$ -	\$ 3,582,529

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 7 months ended April 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 533,662	\$ -	\$ -	\$ 533,662	\$ -	\$ -	\$ (8,164)	\$ 525,498
Electric - fuel and purchased power	276,411	12,061	(12,061)	276,411	-	-	(5,652)	270,759
Water and sewer	-	-	-	-	296,935	-	(372)	296,563
District energy system	-	-	-	-	-	7,031	(400)	6,631
Other operating revenues	14,950	-	-	14,950	13,160	-	(4,213)	23,897
Total operating revenues	825,023	12,061	(12,061)	825,023	310,095	7,031	(18,801)	1,123,348
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	195,914	1,393	-	197,307	154,649	3,027	(18,801)	336,182
Fuel	182,033	-	-	182,033	-	-	-	182,033
Purchased power	253,034	-	(12,061)	240,973	-	-	-	240,973
Depreciation	130,407	240	-	130,647	104,970	1,879	-	237,496
State utility and franchise taxes	39,147	-	-	39,147	6,654	-	-	45,801
Recognition of deferred costs and revenues, net	(6,449)	9,498	-	3,049	411	7	-	3,467
Total operating expenses	794,086	11,131	(12,061)	793,156	266,684	4,913	(18,801)	1,045,952
Operating income	30,937	930	-	31,867	43,411	2,118	-	77,396
Nonoperating revenues (expenses)								
Interest on debt	(33,556)	(1,469)	-	(35,025)	(40,594)	(1,666)	-	(77,285)
Earnings from The Energy Authority	6,107	-	-	6,107	-	-	-	6,107
Allowance for funds used during construction	5,285	-	-	5,285	26,138	55	-	31,478
Other nonoperating income, net	2,023	95	-	2,118	1,435	-	-	3,553
Investment income	10,000	423	-	10,423	1,400	322	-	12,145
Other interest, net	(1,821)	-	-	(1,821)	99	-	-	(1,722)
Total nonoperating expenses, net	(11,962)	(951)	-	(12,913)	(11,522)	(1,289)	-	(25,724)
Income before contributions	18,975	(21)	-	18,954	31,889	829	-	51,672
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(56,996)	-	-	(56,996)	(23,167)	-	-	(80,163)
Developers and other	1,968	-	-	1,968	101,041	-	-	103,009
Reduction of plant cost through contributions	(1,968)	-	-	(1,968)	(58,722)	-	-	(60,690)
Total contributions, net	(56,996)	-	-	(56,996)	19,152	-	-	(37,844)
Change in net position	(38,021)	(21)	-	(38,042)	51,041	829	-	13,828
Net position, beginning of year	1,460,150	10,391	-	1,470,541	2,173,616	10,950	-	3,655,107
Net position, end of period	\$ 1,422,129	\$ 10,370	\$ -	\$ 1,432,499	\$ 2,224,657	\$ 11,779	\$ -	\$ 3,668,935

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**Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 7 months ended April 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 483,669	\$ -	\$ -	\$ 483,669	\$ -	\$ -	\$ (7,708)	\$ 475,961
Electric - fuel and purchased power	243,067	12,186	(12,186)	243,067	-	-	(5,125)	237,942
Water and sewer	-	-	-	-	285,132	-	(394)	284,738
District energy system	-	-	-	-	-	7,031	(404)	6,627
Other operating revenues	12,592	-	-	12,592	14,033	1	(4,780)	21,846
Total operating revenues	<u>739,328</u>	<u>12,186</u>	<u>(12,186)</u>	<u>739,328</u>	<u>299,165</u>	<u>7,032</u>	<u>(18,411)</u>	<u>1,027,114</u>
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	180,892	1,438	-	182,330	148,942	3,126	(18,411)	315,987
Fuel	172,219	-	-	172,219	-	-	-	172,219
Purchased power	185,687	-	(12,186)	173,501	-	-	-	173,501
Depreciation	128,994	239	-	129,233	109,004	1,818	-	240,055
State utility and franchise taxes	35,726	-	-	35,726	6,496	-	-	42,222
Recognition of deferred costs and revenues, net	13,547	9,181	-	22,728	199	4	-	22,931
Total operating expenses	<u>717,065</u>	<u>10,858</u>	<u>(12,186)</u>	<u>715,737</u>	<u>264,641</u>	<u>4,948</u>	<u>(18,411)</u>	<u>966,915</u>
Operating income	<u>22,263</u>	<u>1,328</u>	<u>-</u>	<u>23,591</u>	<u>34,524</u>	<u>2,084</u>	<u>-</u>	<u>60,199</u>
Nonoperating revenues (expenses)								
Interest on debt	(33,878)	(1,811)	-	(35,689)	(30,540)	(1,063)	-	(67,292)
Earnings from The Energy Authority	4,000	-	-	4,000	-	-	-	4,000
Allowance for funds used during construction	4,106	-	-	4,106	18,897	41	-	23,044
Other nonoperating income, net	2,194	115	-	2,309	1,472	-	-	3,781
Investment income	16,648	577	-	17,225	3,542	96	-	20,863
Other interest, net	(1,849)	-	-	(1,849)	(200)	-	-	(2,049)
Total nonoperating expenses, net	<u>(8,779)</u>	<u>(1,119)</u>	<u>-</u>	<u>(9,898)</u>	<u>(6,829)</u>	<u>(926)</u>	<u>-</u>	<u>(17,653)</u>
Income before contributions	<u>13,484</u>	<u>209</u>	<u>-</u>	<u>13,693</u>	<u>27,695</u>	<u>1,158</u>	<u>-</u>	<u>42,546</u>
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(55,539)	-	-	(55,539)	(16,590)	-	-	(72,129)
Developers and other	3,836	-	-	3,836	114,870	-	-	118,706
Reduction of plant cost through contributions	(3,836)	-	-	(3,836)	(64,247)	-	-	(68,083)
Total contributions, net	<u>(55,539)</u>	<u>-</u>	<u>-</u>	<u>(55,539)</u>	<u>34,033</u>	<u>-</u>	<u>-</u>	<u>(21,506)</u>
Change in net position	(42,055)	209	-	(41,846)	61,728	1,158	-	21,040
Net position, beginning of year	1,484,301	10,102	-	1,494,403	2,058,426	8,660	-	3,561,489
Net position, end of period	<u>\$ 1,442,246</u>	<u>\$ 10,311</u>	<u>\$ -</u>	<u>\$ 1,452,557</u>	<u>\$ 2,120,154</u>	<u>\$ 9,818</u>	<u>\$ -</u>	<u>\$ 3,582,529</u>

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Combining Statement of Cash Flows
(in thousands - unaudited) for the 7 months ended April 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 815,566	\$ 12,061	\$ (12,234)	\$ 815,393	\$ 292,023	\$ 6,577	\$ (14,588)	\$ 1,099,405
Payments to suppliers	(516,073)	257	12,234	(503,582)	(124,720)	(2,461)	18,801	(611,962)
Payments for salaries and benefits	(144,055)	-	-	(144,055)	(63,919)	(592)	-	(208,566)
Other operating activities	(14,372)	(84)	-	(14,456)	15,068	-	(4,213)	(3,601)
Net cash provided by operating activities	141,066	12,234	-	153,300	118,452	3,524	-	275,276
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(52,331)	-	-	(52,331)	(20,416)	-	-	(72,747)
Net cash used in noncapital and related financing activities	(52,331)	-	-	(52,331)	(20,416)	-	-	(72,747)
Capital and related financing activities								
Acquisition and construction of capital assets	(161,479)	-	-	(161,479)	(282,808)	(4,508)	-	(448,795)
Defeasance of debt	(514,535)	-	-	(514,535)	(76,835)	-	-	(591,370)
Proceeds received from debt	472,830	-	-	472,830	532,845	42,000	-	1,047,675
Interest paid on debt	(54,763)	(2,457)	-	(57,220)	(70,762)	(1,781)	-	(129,763)
Repayment of debt principal	(32,515)	(16,445)	-	(48,960)	(55,415)	(1,930)	-	(106,305)
Capital contributions	-	-	-	-	42,319	-	-	42,319
Revolving credit agreement withdrawals	50,000	-	-	50,000	50,000	-	-	100,000
Revolving credit agreement repayments	-	-	-	-	(170,000)	(27,000)	-	(197,000)
Other capital financing activities	33,529	178	-	33,707	38,145	(487)	-	71,365
Net cash provided by (used in) capital and related financing activities	(206,933)	(18,724)	-	(225,657)	7,489	6,294	-	(211,874)
Investing activities								
Proceeds from sale and maturity of investments	144,558	667	-	145,225	21,771	-	-	166,996
Purchase of investments	(110,668)	(667)	-	(111,335)	(78,034)	-	-	(189,369)
Distributions from The Energy Authority	5,837	-	-	5,837	-	-	-	5,837
Investment income	11,356	509	-	11,865	2,806	322	-	14,993
Net cash provided by (used in) investing activities	51,083	509	-	51,592	(53,457)	322	-	(1,543)
Net change in cash and cash equivalents	(67,115)	(5,981)	-	(73,096)	52,068	10,140	-	(10,888)
Cash and cash equivalents at beginning of year	230,655	30,167	-	260,822	159,572	15,848	-	436,242
Cash and cash equivalents at end of period	\$ 163,540	\$ 24,186	\$ -	\$ 187,726	\$ 211,640	\$ 25,988	\$ -	\$ 425,354
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 30,937	\$ 930	\$ -	\$ 31,867	\$ 43,411	\$ 2,118	\$ -	\$ 77,396
Adjustments:								
Depreciation and amortization	130,407	240	-	130,647	104,970	1,879	-	237,496
Recognition of deferred costs and revenues, net	(6,449)	9,498	-	3,049	411	7	-	3,467
Other nonoperating income, net	(1,793)	-	-	(1,793)	99	-	-	(1,694)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	11,396	-	-	11,396	(4,755)	(454)	-	6,187
Inventories	8,707	-	-	8,707	(18,299)	-	-	(9,592)
Other assets	(23,417)	13,281	-	(10,136)	1,045	(10)	-	(9,101)
Accounts and accrued expenses payable	(15,225)	(84)	-	(15,309)	(8,246)	(33)	-	(23,588)
Current liabilities payable from restricted assets	-	1,646	-	1,646	-	-	-	1,646
Other noncurrent liabilities and deferred inflows	6,503	(13,277)	-	(6,774)	(184)	17	-	(6,941)
Net cash provided by operating activities	\$ 141,066	\$ 12,234	\$ -	\$ 153,300	\$ 118,452	\$ 3,524	\$ -	\$ 275,276
Noncash activity								
Contribution of capital assets from developers	\$ 1,968	\$ -	\$ -	\$ 1,968	\$ 58,722	\$ -	\$ -	\$ 60,690
Unrealized investment fair market value changes, net	\$ (929)	\$ (93)	\$ -	\$ (1,022)	\$ (1,739)	\$ -	\$ -	\$ (2,761)

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Combining Statement of Cash Flows
(in thousands - unaudited) for the 7 months ended April 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 784,187	\$ 12,186	\$ (12,281)	\$ 784,092	\$ 287,032	\$ 6,889	\$ (13,631)	\$ 1,064,382
Payments to suppliers	(473,256)	118	12,281	(460,857)	(123,012)	(3,016)	18,411	(568,474)
Payments for salaries and benefits	(137,985)	-	-	(137,985)	(57,464)	(507)	-	(195,956)
Other operating activities	12,472	(34)	-	12,438	21,143	1	(4,780)	28,802
Net cash provided by operating activities	185,418	12,270	-	197,688	127,699	3,367	-	328,754
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(55,562)	-	-	(55,562)	(16,464)	-	-	(72,026)
Net cash used in noncapital and related financing activities	(55,562)	-	-	(55,562)	(16,464)	-	-	(72,026)
Capital and related financing activities								
Acquisition and construction of capital assets	(161,760)	-	-	(161,760)	(298,511)	(3,851)	-	(464,122)
Defeasance of debt	-	-	-	-	(171,295)	-	-	(171,295)
Proceeds received from debt	-	-	-	-	503,835	-	-	503,835
Interest paid on debt	(54,350)	(3,124)	-	(57,474)	(54,936)	(1,538)	-	(113,948)
Repayment of debt principal	(19,275)	(15,865)	-	(35,140)	(52,365)	(1,870)	-	(89,375)
Capital contributions	-	-	-	-	50,623	-	-	50,623
Revolving credit agreement withdrawals	-	-	-	-	50,000	-	-	50,000
Revolving credit agreement repayments	-	-	-	-	(177,000)	-	-	(177,000)
Other capital financing activities	4,765	213	-	4,978	59,682	-	-	64,660
Net cash used in capital and related financing activities	(230,620)	(18,776)	-	(249,396)	(89,967)	(7,259)	-	(346,622)
Investing activities								
Proceeds from sale and maturity of investments	232,044	1,841	-	233,885	33,687	-	-	267,572
Purchase of investments	(192,883)	(598)	-	(193,481)	(32,790)	-	-	(226,271)
Distributions from The Energy Authority	3,060	-	-	3,060	-	-	-	3,060
Investment income	14,417	390	-	14,807	1,621	96	-	16,524
Net cash provided by investing activities	56,638	1,633	-	58,271	2,518	96	-	60,885
Net change in cash and cash equivalents	(44,126)	(4,873)	-	(48,999)	23,786	(3,796)	-	(29,009)
Cash and cash equivalents at beginning of year	256,800	25,631	-	282,431	90,702	5,479	-	378,612
Cash and cash equivalents at end of period	\$ 212,674	\$ 20,758	\$ -	\$ 233,432	\$ 114,488	\$ 1,683	\$ -	\$ 349,603
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 22,263	\$ 1,328	\$ -	\$ 23,591	\$ 34,524	\$ 2,084	\$ -	\$ 60,199
Adjustments:								
Depreciation and amortization	128,994	239	-	129,233	109,004	1,818	-	240,055
Recognition of deferred costs and revenues, net	13,547	9,181	-	22,728	199	4	-	22,931
Other nonoperating income (loss), net	(1,898)	-	-	(1,898)	(200)	-	-	(2,098)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	55,557	-	-	55,557	52	(143)	-	55,466
Inventories	6,119	-	-	6,119	(23,355)	-	-	(17,236)
Other assets	(11,156)	98	-	(11,058)	6,203	(12)	-	(4,867)
Accounts and accrued expenses payable	(38,336)	(97)	-	(38,433)	546	(383)	-	(38,270)
Current liabilities payable from restricted assets	-	1,572	-	1,572	-	-	-	1,572
Other noncurrent liabilities and deferred inflows	10,328	(51)	-	10,277	726	(1)	-	11,002
Net cash provided by operating activities	\$ 185,418	\$ 12,270	\$ -	\$ 197,688	\$ 127,699	\$ 3,367	\$ -	\$ 328,754
Noncash activity								
Contribution of capital assets from developers	\$ 3,836	\$ -	\$ -	\$ 3,836	\$ 64,247	\$ -	\$ -	\$ 68,083
Unrealized investment fair market value changes, net	\$ 2,598	\$ 192	\$ -	\$ 2,790	\$ 1,933	\$ -	\$ -	\$ 4,723

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**Debt Service Coverage
April 2025
(unaudited)**

	Month April		Year-to-Date April	
	2025	2024	2025	2024
Electric System				
Senior debt service coverage, (annual minimum 1.20x)	14.96 x	6.95 x	5.39 x	5.99 x
Senior and subordinated debt service coverage, (annual minimum 1.15x)	8.96 x	4.29 x	3.23 x	3.69 x
Bulk Power Supply System				
Debt service coverage, (annual minimum 1.15x)	2.96 x	2.47 x	2.94 x	2.16 x
St. Johns River Power Park, Second Resolution				
Debt service coverage, (annual minimum 1.15x)	1.13 x	1.13 x	1.14 x	1.15 x
Water and Sewer System				
Senior debt service coverage, (annual minimum 1.25x)	3.43 x	3.33 x	3.31 x	3.77 x
Senior and subordinated debt service coverage excluding capacity fees ⁽¹⁾	2.22 x	2.27 x	2.12 x	2.39 x
Senior and subordinated debt service coverage including capacity fees ⁽¹⁾	2.87 x	2.95 x	2.71 x	3.23 x
District Energy System				
Debt service coverage	1.51 x	2.22 x	1.95 x	2.27 x

⁽¹⁾ Annual minimum coverage is either 1.00x aggregate debt service and aggregate subordinated debt service (excluding capacity charges) or the sum of 1.00x aggregate debt service and 1.20x aggregate subordinated debt service (including capacity charges).

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**Fixed Charge Coverage
April 2025
(unaudited)**

	Month April		Year-to-Date April	
	2025	2024	2025	2024
Electric System ⁽²⁾	3.04 x	1.61 x	1.34 x	1.53 x
Water and Sewer System ⁽³⁾	2.58 x	2.73 x	2.38 x	2.96 x

⁽²⁾ Net Revenues plus JEA's share of SJRPP's and Bulk Power Supply System's debt service less city contribution, divided by the sum of the adjusted debt service requirement and JEA's share of SJRPP's and Bulk Power Supply System's debt service.

⁽³⁾ Net Revenues less city contribution, divided by the sum of the adjusted debt service requirement

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Electric System

Operating Statistics

April 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Electric revenues sales (000s omitted):						
Residential	\$ 65,517	\$ 50,593	29.50%	\$ 421,575	\$ 370,978	13.64%
Commercial	40,493	30,919	30.96%	243,391	225,837	7.77%
Industrial	22,696	16,908	34.23%	130,119	118,883	9.45%
Public street lighting	1,381	1,216	13.57%	8,933	8,648	3.30%
Electric revenues - territorial	130,087	99,636	30.56%	804,018	724,346	11.00%
Sales for resale - off system	156	102	52.94%	968	1,378	-29.75%
Electric revenues	130,243	99,738	30.59%	804,986	725,724	10.92%
Regulatory	249	424	-41.27%	6,840	2,857	139.41%
Allowance for doubtful accounts	(272)	(238)	14.29%	(1,753)	(1,845)	-4.99%
Net electric revenues	\$ 130,220	\$ 99,924	30.32%	\$ 810,073	\$ 726,736	11.47%
MWh sales						
Residential	446,997	392,670	13.84%	3,176,216	2,903,771	9.38%
Commercial	343,329	305,010	12.56%	2,214,414	2,120,302	4.44%
Industrial	233,501	222,876	4.77%	1,511,751	1,461,622	3.43%
Public street lighting	4,789	4,688	2.15%	33,157	32,385	2.38%
Total MWh sales - territorial	1,028,616	925,244	11.17%	6,935,538	6,518,080	6.40%
Sales for resale - off system	4,612	10,859	-57.53%	28,670	56,453	-49.21%
Total MWh sales	1,033,228	936,103	10.38%	6,964,208	6,574,533	5.93%
Average number of accounts						
Residential	478,652	468,079	2.26%	476,515	464,428	2.60%
Commercial	57,272	56,604	1.18%	57,083	56,357	1.29%
Industrial	209	197	6.09%	207	199	4.02%
Public street lighting	4,088	4,040	1.19%	4,089	4,042	1.16%
Total average accounts	540,221	528,920	2.14%	537,894	525,026	2.45%
Residential averages						
Revenue per account - \$	136.88	108.09	26.64%	884.70	798.78	10.76%
kWh per account	933.87	839	11.32%	6,666	6,252	6.61%
Revenue per kWh - ¢	14.66	12.88	13.78%	13.27	12.78	3.89%
Degree days						
Heating degree days	9	30	(21)	1,128	1,050	78
Cooling degree days	218	150	68	765	532	233
Total degree days	227	180	47	1,893	1,582	311
Degree days - 30 year average	179		1,767			

JEA
Water and Sewer System
Operating Statistics
April 2025 and 2024 (unaudited)

	Month								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenues (000s omitted):									
Residential	\$ 11,897	\$ 9,731	22.26%	\$ 15,256	\$ 15,056	1.33%	\$ 1,915	\$ 1,726	10.95%
Commercial and industrial	5,363	4,244	26.37%	9,475	9,402	0.78%	594	613	-3.10%
Irrigation	3,695	2,821	30.98%	N/A	N/A	N/A	59	18	227.78%
Gross revenues	20,955	16,796	24.76%	24,731	24,458	1.12%	2,568	2,357	8.95%
Allowance for doubtful accounts	-	(32)	-100.00%	-	(49)	-100.00%	-	(4)	-100.00%
Net revenues	\$ 20,955	\$ 16,764	25.00%	\$ 24,731	\$ 24,409	1.32%	\$ 2,568	\$ 2,353	9.14%
Kgal sales									
Residential	1,981,370	1,812,437	9.32%	1,564,323	1,607,323	-2.68%	351,242	321,969	9.09%
Commercial and industrial	1,117,035	1,167,294	-4.31%	819,862	989,898	-17.18%	122,357	130,679	-6.37%
Irrigation	570,203	463,840	22.93%	N/A	N/A	N/A	33,938	14,645	131.74%
Total kgals sales	3,668,608	3,443,571	6.53%	2,384,185	2,597,221	-8.20%	507,537	467,293	8.61%
Average number of accounts:									
Residential	339,638	333,507	1.84%	306,263	300,059	2.07%	29,485	27,458	7.38%
Commercial and industrial	27,867	27,616	0.91%	19,749	19,573	0.90%	1,102	985	11.88%
Irrigation	38,880	38,701	0.46%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	406,385	399,824	1.64%	326,012	319,632	2.00%	30,630	28,486	7.53%
Residential averages:									
Revenue per account - \$	35.03	29.18	20.05%	49.81	50.18	-0.74%	64.95	62.86	3.32%
Kgals per account	5.83	5.43	7.37%	5.11	5.36	-4.66%	11.91	11.73	1.53%
Revenue per kgals - \$	6.00	5.37	11.73%	9.75	9.37	4.06%	5.45	5.36	1.68%

	Year-to-Date								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenues (000s omitted):									
Residential	\$ 64,982	\$ 62,868	3.36%	\$ 97,173	\$ 95,015	2.27%	\$ 11,429	\$ 9,930	15.10%
Commercial and industrial	30,253	29,199	3.61%	69,773	67,023	4.10%	4,285	4,003	7.04%
Irrigation	19,204	17,580	9.24%	N/A	N/A	N/A	188	110	70.91%
Gross revenues	114,439	109,647	4.37%	166,946	162,038	3.03%	15,902	14,043	13.24%
Allowance for doubtful accounts	(134)	(228)	-41.23%	(199)	(339)	-41.30%	(19)	(29)	-34.48%
Net revenues	\$ 114,305	\$ 109,419	4.47%	\$ 166,747	\$ 161,699	3.12%	\$ 15,883	\$ 14,014	13.34%
Kgal sales									
Residential	11,354,306	10,952,208	3.67%	10,134,413	9,730,028	4.16%	1,968,427	1,651,869	19.16%
Commercial and industrial	8,252,704	8,100,434	1.88%	7,329,794	7,175,009	2.16%	897,336	844,381	6.27%
Irrigation	2,988,619	2,662,651	12.24%	N/A	N/A	N/A	250,166	153,019	63.49%
Total kgals sales	22,595,629	21,715,293	4.05%	17,464,207	16,905,037	3.31%	3,115,929	2,649,269	17.61%
Average number of accounts:									
Residential	338,197	331,417	2.05%	304,847	297,907	2.33%	29,020	26,788	8.33%
Commercial and industrial	27,787	27,518	0.98%	19,703	19,530	0.89%	1,069	959	11.47%
Irrigation	38,831	38,631	0.52%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	404,815	397,566	1.82%	324,550	317,437	2.24%	30,132	27,790	8.43%
Residential averages:									
Revenue per account - \$	192.14	189.69	1.29%	318.76	318.94	-0.06%	393.83	370.69	6.24%
Kgals per account	33.57	33.05	1.57%	33.24	32.66	1.78%	67.83	61.66	10.01%
Revenue per kgals - \$	5.72	5.74	-0.35%	9.59	9.77	-1.84%	5.81	6.01	-3.33%

	Month				Year-to-Date			
	2025	2024	Variance	30 Year Avg	2025	2024	Variance	30 Year Avg
Rainfall	1.10	2.05	(0.95)	2.93	19.02	27.61	(8.59)	21.17
Rain Days	4	3	1	6	49	53	(4)	52

Appendix

JEA
Schedule of Cash and Investments
(in thousands - unaudited) April 2025

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 203	\$ 3,107	\$ 3,310	\$ 844	\$ 1,168	\$ 5,322
Rate stabilization:						
Environmental	6,198	-	6,198	-	-	6,198
Purchased Power	246,000	-	246,000	-	-	246,000
Total rate stabilization funds	252,198	-	252,198	-	-	252,198
Customer deposits	53,413	-	53,413	18,861	-	72,274
General reserve	-	2,321	2,321	-	-	2,321
Self insurance reserve funds:						
Self funded health plan	21,288	-	21,288	-	-	21,288
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	31,288	-	31,288	-	-	31,288
Total unrestricted cash and investments	\$ 337,102	\$ 5,428	\$ 342,530	\$ 19,705	\$ 1,168	\$ 363,403
Restricted assets						
Renewal and replacement funds	\$ (26,082)	\$ 8,373	\$ (17,709)	\$ (11,509)	\$ 8,592	\$ (20,626)
Debt service reserve account	39,824	2,281	42,105	99,726	-	141,831
Debt service funds	26,742	10,671	37,413	35,618	1,705	74,736
Construction funds	125	-	125	180,037	14,523	194,685
Subtotal	40,609	21,325	61,934	303,872	24,820	390,626
Unrealized holding gain (loss) on investments	(1,739)	21	(1,718)	(2,360)	-	(4,078)
Other funds	-	312	312	-	-	312
Total restricted cash and investments	\$ 38,870	\$ 21,658	\$ 60,528	\$ 301,512	\$ 24,820	\$ 386,860
Total cash and investments	\$ 375,972	\$ 27,086	\$ 403,058	\$ 321,217	\$ 25,988	\$ 750,263

JEA
Schedule of Cash and Investments
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 31,093	\$ 3,031	\$ 34,124	\$ 1,701	\$ 1,809	\$ 37,634
Rate stabilization:						
Environmental	12,101	-	12,101	-	-	12,101
Purchased Power	246,000	-	246,000	-	-	246,000
DSM/Conservation	937	-	937	-	-	937
Total rate stabilization funds	259,038	-	259,038	-	-	259,038
Customer deposits	50,376	-	50,376	18,346	-	68,722
General reserve	-	1,643	1,643	-	-	1,643
Self insurance reserve funds:						
Self funded health plan	22,243	-	22,243	-	-	22,243
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	32,243	-	32,243	-	-	32,243
Total unrestricted cash and investments	\$ 372,750	\$ 4,674	\$ 377,424	\$ 20,047	\$ 1,809	\$ 399,280
Restricted assets						
Renewal and replacement funds	\$ (2,160)	\$ 6,983	\$ 4,823	\$ 26,267	\$ 11,444	\$ 42,534
Debt service reserve account	53,352	2,896	56,248	62,614	-	118,862
Debt service funds	54,774	18,206	72,980	86,549	2,595	162,124
Construction funds	-	-	-	19,770	-	19,770
Subtotal	105,966	28,085	134,051	195,200	14,039	343,290
Unrealized holding gain (loss) on investments	(811)	88	(723)	(622)	-	(1,345)
Other funds	-	312	312	-	-	312
Total restricted cash and investments	\$ 105,155	\$ 28,485	\$ 133,640	\$ 194,578	\$ 14,039	\$ 342,257
Total cash and investments	\$ 477,905	\$ 33,159	\$ 511,064	\$ 214,625	\$ 15,848	\$ 741,537

JEA
INVESTMENT PORTFOLIO REPORT
APRIL 2025
(unaudited)

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<u>INVESTMENT</u>	<u>BOOK VALUE</u>	<u>YIELD</u>	<u>% OF TOTAL</u>
* Treasuries	\$ 24,696,094	4.29%	3.27%
<u>Agencies</u>			
Federal Farm Credit Bank	58,514,549	4.92%	7.74%
Federal Home Loan Bank	69,377,442	3.80%	9.18%
Federal National Mortgage Assoc.	16,029,356	4.66%	2.12%
Federal Home Loan Mortgage Corp.	10,108,750	4.72%	1.34%
Total	<u>154,030,097</u>	<u>4.37%</u>	<u>20.38%</u>
Municipal Bonds	<u>79,581,204</u>	<u>4.22%</u>	<u>10.53%</u>
Commercial Paper	<u>70,633,363</u>	<u>4.55%</u>	<u>9.34%</u>
U.S. Treasury Money Market Funds (1)	<u>251,540,890</u>	<u>4.22%</u>	<u>33.28%</u>
Agency Money Market Funds (2)	<u>65,740,000</u>	<u>4.26%</u>	<u>8.70%</u>
Florida Palm Fund	<u>40,500,000</u>	<u>4.41%</u>	<u>5.36%</u>
Florida Class Fund	<u>15,000,000</u>	<u>4.30%</u>	<u>1.98%</u>
Florida Prime Fund	<u>20,500,000</u>	<u>4.48%</u>	<u>2.71%</u>
<u>Wells Fargo Bank Accounts (3)</u>			
Electric, Scherer	<u>7,856,200</u>	<u>2.50%</u>	<u>1.04%</u>
SJRPP	<u>2,181,507</u>	<u>2.50%</u>	<u>0.29%</u>
Water & Sewer, DES	<u>23,662,354</u>	<u>2.50%</u>	<u>3.13%</u>
Total Portfolio	<u>\$ 755,921,710</u>	<u>4.23%</u>	<u>100.00%</u>

* Backed by Full Faith and Credit of U. S. Government

Weighted Avg. Annual Yield Excluding Bank & Money Market Funds: 4.37%

Some investments listed above may be classified as Cash Equivalents on the Statements of Net Position in accordance with generally accepted accounting principles.

(1) Treasury Funds: Fidelity, Goldman Sachs, State Street

(2) Government Funds: State Street, Wells Fargo Allspring

(3) Month-end bank balances excluding sweep balances

JEA

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**Schedule of Outstanding Indebtedness
April 2025
(unaudited)**

	<u>Interest Rates</u>	<u>Principal Payment Dates</u>	<u>Par Amount Principal Outstanding</u>	<u>Current Portion of Long-Term Debt</u>
Electric Enterprise				
<i>Electric System</i>				
Fixed Rate Senior	3.000-6.056%	2025-2044	\$ 775,030,000	\$ 18,680,000
Fixed Rate Subordinated	4.000-6.406%	2025-2039	431,930,000	10,955,000
Variable Rate Senior	2.880%	2025-2038	25,000,000	-
Variable Rate Subordinated	3.769%	2025	4,145,000	4,145,000
Other Obligations	4.436%	2027	50,000,000	-
Total Electric System	4.138% (wtd avg)	2025-2044	1,286,105,000	33,780,000
<i>Bulk Power Supply System</i>				
Fixed Rate Senior	5.450-5.920%	2025-2030	19,690,000	3,105,000
<i>St. Johns River Power Park</i>				
Fixed Rate Senior	3.000-5.450%	2025-2028	60,405,000	17,105,000
Total Electric Enterprise	4.101% (wtd avg)	2025-2044	1,366,200,000	53,990,000
Water and Sewer System				
Fixed Rate Senior	3.000-6.310%	2025-2055	1,657,830,000	32,975,000
Fixed Rate Subordinated	2.750-5.000%	2025-2040	65,790,000	14,635,000
Variable Rate Senior	3.695%	2028-2042	51,820,000	-
Variable Rate Subordinated	3.670-3.854%	2025-2038	92,385,000	1,850,000
Total Water and Sewer System	4.497% (wtd avg)	2025-2055	1,867,825,000	49,460,000
District Energy System				
Fixed Rate Senior	3.544-5.601%	2025-2055	66,025,000	1,995,000
Total District Energy System	5.305% (wtd avg)	2025-2055	66,025,000	1,995,000
Total JEA	4.347% (wtd avg)	2025-2055	\$ 3,300,050,000	\$ 105,445,000

JEA**Debt Ratio
(unaudited)**

	<u>Current YTD</u>
Electric Enterprise	42.7%
Water and Sewer System	46.6%

JEA
Electric System
Production Statistics
April 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Generated power:						
Steam:						
<i>Fuel oil #6</i>						
Fuel expense	\$ -	\$ -		\$ 142,637	\$ 454,382	-68.61%
Barrels consumed	-	-		1,276	4,065	-68.61%
\$/ per barrel consumed	\$ -	\$ -		\$ 111.78	\$ 111.78	0.00%
kWh generated (1)	-	-		394,042	2,347,918	-83.22%
Cost per MWh	\$ -	\$ -		\$ 361.98	\$ 193.53	87.05%
<i>Natural gas units #1-3</i>						
Fuel expense - variable	\$ 336,973	\$ 4,735,720	-92.88%	\$ 9,074,672	\$ 31,631,071	-71.31%
MMBTUs consumed	92,953	2,462,917	-96.23%	3,128,722	11,661,681	-73.17%
\$/ per MMBTU consumed	\$ 3.63	\$ 1.92	88.54%	\$ 2.90	\$ 2.71	6.93%
kWh generated (1)	7,265,069	223,289,966	-96.75%	255,620,530	1,005,896,479	-74.59%
Cost per MWh	\$ 46.38	\$ 21.21	118.70%	\$ 35.50	\$ 31.45	12.89%
<i>Biomass units #1-2</i>						
Fuel expense	\$ 191,569	\$ 80,565	137.78%	\$ 565,006	\$ 366,529	54.15%
kWh generated	5,293,480	2,456,633	115.48%	18,760,582	12,762,365	47.00%
Cost per MWh	\$ 36.19	\$ 32.80	10.35%	\$ 30.12	\$ 28.72	4.86%
<i>Coal</i>						
Fuel expense	\$ 1,131,409	\$ (78,416)	-1542.83%	\$ 13,341,635	\$ 3,046,118	337.99%
kWh generated	10,286,682	3,914,847	162.76%	116,034,494	23,726,773	389.04%
Cost per MWh	\$ 109.99	\$ (20.03)	-649.10%	\$ 114.98	\$ 128.38	-10.44%
<i>Pet coke and limestone</i>						
Fuel expense	\$ 2,025,024	\$ 3,098,368	-34.64%	\$ 19,322,433	\$ 16,519,423	16.97%
kWh generated	40,466,123	46,883,463	-13.69%	357,468,633	226,127,746	58.08%
Cost per MWh	\$ 50.04	\$ 66.09	-24.28%	\$ 54.05	\$ 73.05	-26.01%
Combustion turbine:						
<i>Fuel oil #2</i>						
Fuel expense	\$ 73,237	\$ 160,173	-54.28%	\$ 3,869,912	\$ 878,364	340.58%
Barrels consumed	123	1,065	-88.45%	34,504	5,229	559.86%
\$/ per barrel consumed	\$ 595.42	\$ 150.40	295.90%	\$ 112.16	\$ 167.98	-33.23%
kWh generated	6,992	376,677	-98.14%	15,538,756	1,813,609	756.79%
Cost per MWh	\$ 10,474.38	\$ 425.23	2363.24%	\$ 249.05	\$ 484.32	-48.58%
<i>Natural gas (includes landfill)</i>						
Fuel expense Kennedy & landfill - variable	\$ 2,214,996	\$ 142,417	1455.29%	\$ 10,434,509	\$ 2,316,135	350.51%
MMBTUs consumed	612,844	74,073	727.35%	2,663,424	772,760	244.66%
\$/ per MMBTU consumed	\$ 3.61	\$ 1.92	87.98%	\$ 3.92	\$ 3.00	30.71%
kWh generated (1)	52,998,992	6,309,541	739.98%	230,346,634	63,524,256	262.61%
Cost per MWh	\$ 41.79	\$ 22.57	85.16%	\$ 45.30	\$ 36.46	24.24%
Fuel expense BB simple - variable	\$ 991,071	\$ 537,374	84.43%	\$ 10,869,307	\$ 2,289,853	374.67%
MMBTUs consumed	\$ 274,981	246,998	11.33%	3,153,355	829,334	280.23%
\$/ per MMBTU consumed	\$ 3.60	\$ 2.18	65.66%	\$ 3.45	\$ 2.76	24.84%
kWh generated (1)	23,244,800	22,822,800	1.85%	269,362,304	72,346,583	272.32%
Cost per MWh	\$ 42.64	\$ 23.55	81.08%	\$ 40.35	\$ 31.65	27.49%
Fuel expense BB combined - variable	\$ 10,508,018	\$ 3,243,549	223.97%	\$ 67,291,663	\$ 55,990,155	20.18%
MMBTUs consumed	2,865,119	1,408,458	103.42%	18,554,536	18,916,881	-1.92%
\$/ per MMBTU consumed	\$ 3.67	\$ 2.30	59.26%	\$ 3.63	\$ 2.96	22.53%
kWh generated (1)	409,068,073	199,038,869	105.52%	2,642,199,299	2,738,712,181	-3.52%
Cost per MWh	\$ 25.69	\$ 16.30	57.63%	\$ 25.47	\$ 20.44	24.57%
Fuel expense GEC simple - variable	\$ 3,915,593	\$ 3,385,060	15.67%	\$ 17,894,053	\$ 8,249,533	116.91%
MMBTUs consumed	987,250	1,537,141	-35.77%	4,354,265	3,000,541	45.12%
\$/ per MMBTU consumed	\$ 3.97	\$ 2.20	80.10%	\$ 4.11	\$ 2.75	49.47%
kWh generated	86,542,162	143,988,108	-39.90%	374,034,736	265,615,093	40.82%
Cost per MWh	\$ 45.24	\$ 23.51	92.46%	\$ 47.84	\$ 31.06	54.04%
Natural gas expense - fixed	\$ 2,894,864	\$ 2,915,656	-0.71%	\$ 21,421,123	\$ 21,234,637	0.88%
Total generated power:						
Fuel expense	\$ 24,282,755	\$ 18,220,467	33.27%	\$ 174,226,950	\$ 142,976,199	21.86%
kWh generated	635,172,373	649,080,904	-2.14%	4,279,760,010	4,412,873,003	-3.02%
Cost per MWh	\$ 38.23	\$ 28.07	36.19%	\$ 40.71	\$ 32.40	25.65%

(1) Allocation of kWh generated is based upon a ratio of gas MBTU's (adjusted to oil equivalent - 95.5%) and

JEA
Electric System
Production Statistics (Continued)
April 2025 and 2024 (unaudited)

	Month			Year-to-Date		
	2025	2024	Variance	2025	2024	Variance
Cost of fuels						
Natural gas	\$ 20,861,516	\$ 14,959,776	39.45%	\$ 136,985,327	\$ 121,711,383	12.55%
Petcoke	2,025,024	3,098,368	-34.64%	19,322,433	16,519,423	16.97%
Coal	1,131,409	(78,416)	-1542.83%	13,341,635	3,046,118	337.99%
Fuel oil #2	73,237	160,173	-54.28%	3,869,912	878,364	340.58%
Fuel oil #6	-	-		142,637	454,382	-68.61%
Biomass	191,569	80,565	137.78%	565,006	366,529	54.15%
Total	\$ 24,282,755	\$ 18,220,467	33.27%	\$ 174,226,950	\$ 142,976,199	21.86%
Purchased power:						
<i>FPL</i>						
Purchases	\$ 5,538,265	\$ 3,306,231	67.51%	\$ 37,949,601	\$ 29,057,339	30.60%
kWh purchased	134,570,000	109,217,000	23.21%	889,239,000	783,818,000	13.45%
Cost per MWh	\$ 41.16	\$ 30.27	35.95%	\$ 42.68	\$ 37.07	15.12%
<i>Plant Vogtle</i>						
kWh Purchased	114,922,000	78,659,000	46.10%	857,416,000	519,803,000	64.95%
<i>Fixed Costs</i>						
Purchases	\$ (9,270,783)	\$ 11,811,618	-178.49%	\$ 105,217,953	\$ 88,551,744	18.82%
Cost per MWh	\$ (80.67)	\$ 150.16	-153.72%	\$ 122.72	\$ 170.36	-27.97%
<i>Fuel</i>						
Purchases	\$ 2,548,271	\$ (1,972,031)	-229.22%	\$ 13,308,466	\$ 1,106,807	1102.42%
Cost per MWh	\$ 22.17	\$ (25.07)	-188.45%	\$ 15.52	\$ 2.13	628.96%
<i>Plant Scherer</i>						
Purchases	\$ 1,203,688	\$ 984,026	22.32%	\$ 7,841,134	\$ 4,658,637	68.31%
<i>SJRPP</i>						
Purchases	\$ 1,731,203	\$ 1,711,992	1.12%	\$ 12,060,530	\$ 12,186,282	-1.03%
<i>TEA Solar</i>						
Purchases	\$ 1,982,589	\$ 1,943,295	2.02%	\$ 11,083,012	\$ 10,676,814	3.80%
kWh purchased	37,860,000	36,870,000	2.69%	205,856,000	191,456,000	7.52%
Cost per MWh	\$ 52.37	\$ 52.71	-0.65%	\$ 53.84	\$ 55.77	-3.46%
<i>TEA & other</i>						
Purchases	\$ 7,943,317	\$ 4,748,003	67.30%	\$ 73,414,258	\$ 44,107,756	66.44%
kWh purchased	115,163,527	80,697,323	42.71%	956,672,467	837,100,001	14.28%
Cost per MWh	\$ 68.97	\$ 58.84	17.23%	\$ 76.74	\$ 52.69	45.64%
Total purchased power:						
Purchases	\$ 11,676,550	\$ 22,533,135	-48.18%	\$ 260,874,954	\$ 190,345,379	37.05%
kWh purchased	402,515,527	305,443,323	31.78%	2,909,183,467	2,332,177,001	24.74%
Cost per MWh	\$ 29.01	\$ 73.77	-60.68%	\$ 89.67	\$ 81.62	9.87%
Subtotal - generated and purchased power:	\$ 35,959,305	\$ 40,753,602	-11.76%	\$ 435,101,904	\$ 333,321,578	30.54%
Fuel interchange sales	(155,917)	(101,741)	53.25%	(1,155,849)	(1,378,208)	-16.13%
Earnings of The Energy Authority	(1,393,669)	(335,384)	315.54%	(5,728,304)	(3,692,896)	55.12%
Realized and Unrealized (Gains) Losses	(705,160)	3,484,245	-120.24%	(3,295,664)	18,308,402	-118.00%
Fuel procurement and handling	1,172,390	1,131,491	3.61%	9,195,639	8,679,064	5.95%
Byproduct reuse	324,310	410,945	-21.08%	1,928,916	2,255,346	-14.47%
Total generated and net purchased power:	35,178,759	45,343,158	-22.42%	436,024,142	357,493,286	21.97%
Cost, net	1,037,687,900	954,524,227	8.71%	7,188,943,477	6,745,050,004	6.58%
kWh generated and purchased	\$ 33.90	\$ 47.50	-28.63%	\$ 60.65	\$ 53.00	14.44%
Cost per MWh						
Reconciliation:						
Generated and purchased power per above	\$ 35,178,759	33.90		\$ 436,024,142	60.65	
SJRPP debt service	\$ (1,532,752)	(1.48)		\$ (10,671,373)	(1.48)	
SJRPP R & R	\$ (198,451)	(0.19)		\$ (1,389,158)	(0.19)	
Scherer power production	\$ (588,636)	(0.57)		\$ (3,589,383)	(0.50)	
Scherer R & R	\$ (615,052)	(0.59)		\$ (4,251,751)	(0.59)	
MEAG Debt Service	\$ 9,270,783	8.93		\$ (105,217,953)	(14.64)	
MEAG-Prepaid Fuel	\$ 409,772	0.39		\$ 128,042	0.02	
FPL Capacity	\$ (1,400,000)	(1.35)		\$ (9,800,000)	(1.36)	
TEA Solar Capacity	\$ (481,713)	(0.46)		\$ (2,922,394)	(0.41)	
TEA and Other Capacity	\$ (1,740,506)	(1.68)		\$ (14,474,881)	(2.01)	
Energy expense per budget page	\$ 38,302,204	\$ 38.59		\$ 283,835,291	\$ 39.48	

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Electric System	Month			Prior Year Month		
	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
Budget vs. Actual	2024-25	2024-25	2024-25	%	2023-24	%
April 2025 and 2024 (unaudited)						
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	\$ 434,404,924	\$ 29,994,910	\$ 47,079,549	56.96%	\$ 29,093,352	61.82%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	309,362,448	19,881,606	25,051,796		23,247,148	
Other Purchased Power	123,959,172	10,038,504	13,250,408		5,833,549	
Subtotal Energy Expense	433,321,620	29,920,110	38,302,204	-28.01%	29,080,697	-31.71%
Transfer to (from) Other Regulatory Funds,	-	-	8,674,111		(60,090)	
Fuel Related Uncollectibles	1,083,304	74,800	103,234		72,745	
Total	434,404,924	29,994,910	47,079,549	-56.96%	29,093,352	-61.82%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	879,376,000	62,613,935	76,966,566		66,091,224	
Conservation Charge Revenue	-	-	-		(128)	
Environmental Charge Revenue	-	-	-		(14)	
Investment Income	18,069,815	1,505,818	928,296		2,372,247	
Natural Gas Revenue Pass Through	1,138,390	94,866	131,614		94,680	
Other Revenues	86,620,167	6,100,040	6,067,367		3,636,000	
Total	985,204,372	70,314,659	84,093,843	19.60%	72,194,009	16.48%
Nonfuel Related Expenses						
Non-Fuel O&M	291,470,578	24,617,730	24,686,373		22,861,797	
DSM / Conservation O&M	10,951,894	974,722	810,292		420,203	
Environmental O&M	11,289,700	383,788	249,807		1,909,732	
Rate Stabilization - DSM	(937,039)	-	-		(420,332)	
Rate Stabilization - Environmental	(11,289,700)	-	(249,807)		(3,447)	
Natural Gas Expense Pass Through	1,261,588	105,392	140,491		78,731	
Debt Principal - Electric System	36,625,000	3,052,083	2,815,000		2,494,583	
Debt Interest - Electric System	69,179,089	5,764,924	5,240,274		5,055,610	
R&R - Electric System	72,915,550	6,076,296	6,076,296		5,736,571	
Operating Capital Outlay	158,866,803	4,000,000	4,000,000		-	
City Contribution Expense	97,708,817	8,142,401	7,399,450		7,934,128	
Taxes & Uncollectibles	2,331,809	194,317	192,668		195,168	
<i>Nonfuel Purchased Power:</i>						
* SJRPP D/S Principal	17,105,000	1,425,417	1,425,417		1,370,417	
* SJRPP D/S Interest	2,106,326	175,527	162,192		217,795	
** Other Non-Fuel Purchased Power	225,618,957	(4,047,179)	(3,891,335)		24,100,454	
Total Nonfuel Expenses	985,204,372	50,865,418	49,057,118	3.56%	71,951,410	31.82%
Non-Fuel Balance	-	19,449,241	35,036,725		242,599	
Total Balance	\$ -	\$ 19,449,241.00	\$ 35,036,725.00		\$ 242,599.00	
Total Revenues	1,419,609,296	100,309,569	131,173,392	30.77%	101,287,361	29.51%
Total Expenses	1,419,609,296	80,860,328	96,136,667	-18.89%	101,044,762	4.86%
KWH Sold - Territorial	12,200,000,000	868,672,795	1,028,616,345	18.41%	925,243,585	11.17%
KWH Sold - Off System	-	-	4,612,000		10,859,000	
	12,200,000,000	868,672,795	1,033,228,345	18.94%	936,102,585	10.38%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Electric System	Year-to-Date				Prior Year-to-Date		
	Budget vs. Actual	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
April 2025 and 2024 (unaudited)	2024-25	2024-25	2024-25	%	2023-24	%	
Fuel Related Revenues & Expenses							
Fuel Rate Revenues	\$ 434,404,924	\$ 224,914,937	\$ 275,994,471	22.71%	\$ 242,338,735	13.89%	
Fuel Expense and Purchased Power:							
Fuel Expense - Electric System	309,362,448	160,066,596	182,033,341		172,219,012		
Other Purchased Power	123,959,172	64,287,456	101,801,950		57,553,760		
Subtotal Energy Expense	433,321,620	224,354,052	283,835,291	-26.51%	229,772,772	-23.53%	
Transfer to (from) Other Regulatory Funds, Net	-	-	(8,579,716)		11,916,253		
Fuel Related Uncollectibles	1,083,304	560,885	738,896		649,710		
Total	434,404,924	224,914,937	275,994,471	-22.71%	242,338,735	-13.89%	
Fuel Balance	-	-	-		-		
Nonfuel Related Revenues							
Base Rate Revenues	879,376,000	463,728,469	488,770,649		446,419,080		
Conservation Charge Revenue	-	-	-		1,017		
Environmental Charge Revenue	-	-	-		25		
Investment Income	18,069,815	10,540,725	10,928,996		14,050,862		
Natural Gas Revenue Pass Through	1,138,390	664,061	856,279		634,068		
Other Revenues	86,620,167	60,700,282	63,025,605		45,259,671		
Total	985,204,372	535,633,537	563,581,529	5.22%	506,364,723	11.30%	
Nonfuel Related Expenses							
Non-Fuel O&M	291,470,578	164,647,631	161,739,748		160,414,138		
DSM / Conservation O&M	10,951,894	4,815,408	4,512,063		2,718,970		
Environmental O&M	11,289,700	10,586,063	5,793,888		2,592,863		
Rate Stabilization - DSM	(937,039)	(937,039)	(937,039)		(2,717,952)		
Rate Stabilization - Environmental	(11,289,700)	(10,200,000)	(5,903,430)		(138,858)		
Natural Gas Expense Pass Through	1,261,588	727,186	1,014,397		734,569		
Debt Principal - Electric System	36,625,000	21,364,583	19,705,000		17,462,083		
Debt Interest - Electric System	69,179,089	40,354,468	37,059,513		35,970,460		
R&R - Electric System	72,915,550	42,534,071	42,534,071		40,155,996		
Operating Capital Outlay	158,866,803	46,000,000	46,000,000		54,156,901		
Operating Capital Outlay - Environmental	-	-	-		5,488		
City Contribution Expense	97,708,817	56,996,810	51,796,149		55,538,893		
Taxes & Uncollectibles	2,331,809	1,360,222	1,155,038		1,412,575		
<i>Nonfuel Purchased Power:</i>							
* SJRPP D/S Principal	17,105,000	9,977,917	9,977,917		9,592,917		
* SJRPP D/S Interest	2,106,326	1,228,690	1,135,344		1,523,602		
** Other Non-Fuel Purchased Power	225,618,957	137,634,977	139,925,059		126,346,794		
Total Nonfuel Expenses	985,204,372	527,090,987	515,507,718	2.20%	505,769,439	-1.93%	
Non-Fuel Balance	-	8,542,550	48,073,811		595,284		
Total Balance	\$ -	\$ 8,542,550.00	\$ 48,073,811.00		\$ 595,284.00		
Total Revenues	1,419,609,296	760,548,474	839,576,000	10.39%	748,703,458	12.14%	
Total Expenses	1,419,609,296	752,005,924	791,502,189	-5.25%	748,108,174	-5.80%	
KWH Sold - Territorial	12,200,000,000	6,433,524,815	6,935,538,402	7.80%	6,518,079,778	6.40%	
KWH Sold - Off System	-	-	28,670,000		56,453,000		
	12,200,000,000	6,433,524,815	6,964,208,402	8.25%	6,574,532,778	5.93%	

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Water and Sewer System

Budget vs. Actual April 2025 and 2024 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Water & Sewer Revenues	\$ 519,149,274	\$ 41,451,806	\$ 47,434,760		\$ 42,660,174	
Capacity & Extension Fees	82,476,555	7,403,578	7,587,077		7,385,986	
Investment Income	5,542,022	444,270	359,738		485,125	
Other Income	80,116,741	11,284,148	11,039,333		3,150,634	
Total	687,284,592	60,583,802	66,420,908	9.63%	53,681,919	23.73%
EXPENSES						
O & M Expenses	263,483,858	21,379,023	22,519,119		19,661,876	
Debt Principal - Water & Sewer	50,230,000	4,185,833	4,278,125		5,332,178	
Debt Interest - Water & Sewer	85,995,271	7,166,273	7,642,674		5,802,471	
Rate Stabilization - Environmental	(76,186)	-	-		(41,244)	
R&R - Water & Sewer	31,122,150	2,593,513	2,593,513		2,538,254	
Operating Capital Outlay	129,427,831	9,000,000	9,000,000		5,873,504	
Operating Capital Outlay - Capacity/Extension	82,476,555	7,403,578	7,587,077		7,385,986	
Operating Capital Outlay - Environmental	76,186	-	-		41,244	
City Contribution Expense	39,715,679	3,309,640	3,007,653		2,369,934	
Uncollectibles & Fees	1,090,213	90,851	557		88,931	
Interlocal Agreements	3,743,035	-	-		4,620	
Total Expenses	687,284,592	55,128,711	56,628,718	-2.72%	49,057,754	-15.43%
Total Balance	\$ -	\$ 5,455,091	\$ 9,792,190		\$ 4,624,165	
Sales kgals						
Water	40,882,040	3,290,528	3,668,608	11.49%	3,443,571	6.53%
Sewer	37,265,046	2,973,238	2,891,722	-2.74%	3,064,514	-5.64%
Total	78,147,086	6,263,766	6,560,330	4.73%	6,508,085	0.80%

Budget vs. Actual April 2025 and 2024 (unaudited)	Year-To-Date				Prior Year to Date	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Water & Sewer Revenues	\$ 519,149,274	\$ 291,628,145	\$ 290,999,555		\$ 279,233,562	
Capacity & Extension Fees	82,476,555	41,325,416	42,319,237		50,623,167	
Investment Income	5,542,022	2,991,306	3,137,583		1,607,394	
Other Income	80,116,741	24,432,070	22,639,294		31,567,615	
Total	687,284,592	360,376,937	359,095,669	-0.36%	363,031,738	-1.08%
EXPENSES						
O & M Expenses	263,483,858	147,939,236	150,325,462		141,477,177	
Debt Principal - Water & Sewer	50,230,000	29,300,833	29,200,627		28,754,107	
Debt Interest - Water & Sewer	85,995,271	50,163,908	47,139,063		37,541,904	
Rate Stabilization - Environmental	(76,186)	(76,186)	(36,771)		(441,900)	
R&R - Water & Sewer	31,122,150	18,154,588	18,154,588		17,767,779	
Operating Capital Outlay	129,427,831	9,000,000	9,000,000		21,060,665	
Operating Capital Outlay - Capacity/Extension	82,476,555	41,325,416	42,319,237		50,623,167	
Operating Capital Outlay - Environmental	76,186	76,186	36,771		441,900	
City Contribution Expense	39,715,679	23,167,480	21,053,568		16,589,539	
Uncollectibles & Fees	1,090,213	635,958	544,316		993,974	
Interlocal Agreements	3,743,035	3,743,035	3,732,407		7,232,321	
Total Expenses	687,284,592	323,430,454	321,469,268	0.61%	322,040,633	0.18%
Total Balance	\$ -	\$ 36,946,483	\$ 37,626,401		\$ 40,991,105	
Sales kgals						
Water	40,882,040	22,779,697	22,595,629	-0.81%	21,715,293	4.05%
Sewer	37,265,046	20,905,697	20,580,136	-1.56%	19,554,306	5.25%
Total	78,147,086	43,685,394	43,175,765	-1.17%	41,269,599	4.62%

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District Energy System

Budget vs. Actual April 2025 and 2024 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Revenues	\$ 13,766,363	\$ 987,351	\$ 1,073,460		\$ 948,461	
Investment Income	145,609.00	10,438.00	41,123.00		10,287.00	
Total	13,911,972	997,789	1,114,583	11.71%	958,748	16.25%
EXPENSES						
O & M Expenses	6,144,700	462,279	435,626		395,615	
Debt Principal - District Energy System	1,995,000	166,250	166,250		160,833	
Debt Interest - District Energy System	3,470,806	289,234	277,772		149,613	
R&R - District Energy System	654,900	54,575	54,575		53,588	
Operating Capital Outlay	1,646,566	-	-		-	
Total Expenses	13,911,972	972,338	934,223	3.92%	759,649	-22.98%
Total Balance	\$ -	\$ 25,451	\$ 180,360		\$ 199,099	

Budget vs. Actual April 2025 and 2024 (unaudited)	Year-To-Date				Prior-Year-to-Date	
	ANNUAL BUDGET 2024-25	BUDGET 2024-25	ACTUAL 2024-25	Variance %	ACTUAL 2023-24	Variance %
REVENUES						
Revenues	\$ 13,766,363	\$ 7,429,057	\$ 7,368,419		\$ 7,032,337	
Investment Income	145,609.00	73,979.00	322,415.00		96,425.00	
Total	13,911,972	7,503,036	7,690,834	2.50%	7,128,762	7.88%
EXPENSES						
O & M Expenses	6,144,700	3,379,086	3,020,189		3,129,764	
Debt Principal - District Energy System	1,995,000	1,163,750	1,163,750		1,125,833	
Debt Interest - District Energy System	3,470,806	2,024,637	1,654,541		1,053,351	
R&R - District Energy System	654,900	382,025	382,025		375,113	
Operating Capital Outlay	1,646,566	1,287,042	1,287,042		1,245,604	
Total Expenses	13,911,972	8,236,540	7,507,547	8.85%	6,929,665	-8.34%
Total Balance	\$ -	\$ (733,504)	\$ 183,287		\$ 199,097	



Quarterly Analysis of Financial Performance

March 2025



**Management's Discussion and Analysis of Financial Performance
for the Quarter and Six Months Ended March 31, 2025**

JEA is a municipal utility operating in Jacksonville, Florida (Duval County) and parts of three adjacent counties. The operation is comprised of three enterprise funds: the Electric Enterprise Fund (Electric Enterprise), the Water and Sewer Enterprise Fund (W&S), and the District Energy System (DES). Electric Enterprise is comprised of the JEA Electric System, Bulk Power Supply System (Scherer) and St. Johns River Power Park System (SJRPP). Electric Enterprise, W&S, and DES are presented on a combined basis in the statements of net position, statements of revenue, expense, and changes in net position, and statements of cash flows.

Quarter Operating Results

Electric Enterprise Operating Revenue

Total operating revenue increased approximately \$44 million (13.7%) over the prior year comparable quarter. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Quarter
March 2024 operating revenues	\$ 318
Territory Sales	39
Regulatory Activity	3
Other	2
March 2025 operating revenues	\$ 362

The primary driver of the increase in operating revenue is an increase in territorial sales revenue of \$39 million, comprised of increases in base and fuel revenue by \$17 million and \$22 million, respectively. The base revenue increase was driven by higher consumption and the fuel revenue increase was driven by higher fuel rates.

Electric Enterprise Operating Expense

Total operating expense increased approximately \$42 million (13.4%) over the prior year comparable quarter. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Quarter
March 2024 operating expense	\$ 317
Purchased power	54
Fuel	8
State utility and franchise taxes	1
Depreciation	1
Maintenance and other operating expense	(3)
Recognition of deferred costs and revenues, net	(19)
March 2025 operating expense	\$ 359

Purchased power expense increased \$54 million (76.5%) due to a \$15 million increase in MEAG power purchase agreement debt service with Vogtle Unit 4 becoming operational in quarter three of fiscal year 2024, a \$14 million increase in purchase power cost, and a \$19 million increase of MWh purchase volume from Vogtle (216,829 MWh, 101.9%) and The Energy Authority (174,567 MWh, 52.1%). Fuel expense increased \$8 million (10.0%) due to an increase of \$23 million in generation costs, offset by a decrease of \$15 million in MWh generation (284,025 MWh, 14.0%).

Maintenance and other operating expense decreased \$3 million (3.4%) due to decreases in environmental services (\$5 million) and compensation and benefits (\$1 million), offset by increases of \$1 million each in Scherer maintenance, prepaid software, and miscellaneous expense credits.

Recognition of deferred costs and revenues, net decreased \$19 million (222.6%) primarily driven by revenues exceeding expenses by a wider margin in current year than prior year, causing less to be deferred in the current year.

As commodity prices fluctuate, the mix between generation and purchased power shifts, with JEA taking advantage of the most economical source of power. JEA's power supply mix is detailed below.

	Quarter Ended	
	March 31	
	2025	2024
Natural gas	45%	67%
Purchased power	44%	30%
Pet coke and limestone	8%	2%
Coal	3%	1%
Total	100%	100%

Water & Sewer Enterprise Operating Revenue

Total operating revenue increased approximately \$2 million (1.5%) over the prior year comparable quarter. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Quarter
March 2024 operating revenue	\$ 125
Sewer	2
Reuse	1
Other	(1)
March 2025 operating revenue	\$ 127

Sewer and reuse revenues increased by \$2 million and \$1 million, respectively, due to higher consumption, offset by a decrease in other operating revenue of \$1 million, primary due to less dumping.

Water & Sewer Enterprise Operating Expense

Operating expense increased \$1 million (1.0%) over the prior year comparable quarter. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Quarter
March 2024 operating expense	\$ 116
Maintenance and other operating expense	4
Depreciation	(3)
March 2025 operating expense	\$ 117

Maintenance and other operating expense increased \$4 million (6.3%) due to increases in compensation and benefits (\$3 million) and overhead (\$2 million), offset by a decrease of \$1 million in maintenance costs. Depreciation expense decreased \$3 million (6.2%) due to a lower depreciable base.

District Energy System

Operating revenues and expenses remained flat at \$3 million and \$2 million, respectively.

Six Months Operating Results

Electric Enterprise Operating Revenue

Total operating revenue increased approximately \$55 million (8.7%) over the prior year comparable six months. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	<u>Six Months</u>
March 2024 operating revenue	\$ 638
Territorial sales	49
Regulatory activity	4
Other revenue	2
March 2025 operating revenue	\$ 693

Territorial sales revenue increased \$49 million, due to increases in both base and fuel revenues of \$34 million and \$15 million, respectively. The increase in base revenue is due to increases in the base consumption (\$26 million) and the base rate (\$8 million). The increase in fuel revenue is due to an increase in the fuel consumption (\$12 million) and the base rate (\$3 million).

Regulatory activity increased operating revenues by \$4 million, due to higher withdrawals of environmental (\$5 million), offset by a \$1 million decrease in the customer benefit fund.

Electric Enterprise Operating Expense

Total operating expense increased approximately \$75 million (11.9%) over the prior year comparable six months. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	<u>Six Months</u>
March 2024 operating expense	\$ 624
Purchased power	79
Maintenance and other operating expense	14
Fuel	8
State utility and franchise taxes	2
Depreciation	1
Recognition of deferred cost and revenue, net	(29)
March 2025 operating expense	\$ 699

Purchased power expense increased \$79 million (51.1%) primarily due to an increase of \$38 million in MEAG power purchase agreement debt service with Vogtle Unit 4 becoming operational in quarter three of fiscal year 2024. The power purchased from Vogtle and FPL increased \$8 million and \$3 million, respectively. The remaining increase is due to increases in purchase power costs of \$20 million and \$10 million higher MWh purchases (479,934 MWh, 10.8%).

Maintenance and other operating expense increased \$14 million (8.6%) due to increases in current environmental costs and estimated future liabilities for corrective measures at Kennedy Generating Station of \$4 million each, as well as increases in compensation and benefits (\$4 million), expenses related to Scherer (\$3 million), prepaid expenses (\$2 million), and materials and supplies (\$2 million). These increases were offset by decreases in professional services (\$2 million), industrial services (\$2 million), and insurance (\$1 million).

Fuel expense increased \$8 million (5.4%) due to increased generation cost of \$13 million, offset by lower MWh generation resulting in a \$5 million decrease (119,204 MWh, 3.2%).

State utility and franchise taxes increased \$2 million (5.9%), driven by lower taxable revenue.

Depreciation expense increased \$1 million (1.0%) due to a higher depreciable base.

Recognition of deferred costs and revenues, net decreased \$29 million (134.4%) due to a decrease in fuel costs.

As commodity prices fluctuate, the mix between generation and purchased power shifts, with JEA taking advantage of the most economical source of power. JEA's power supply mix is detailed below.

	Six Months Ended	
	March 31	
	2025	2024
Natural gas	52%	72%
Purchased power	41%	24%
Pet coke and limestone	5%	4%
Coal	2%	0%
Total	100%	100%

Water & Sewer Enterprise Operating Revenue

Total operating revenue increased approximately \$6 million (2.4%) over the prior year comparable six months. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Six Months
March 2024 operating revenue	\$ 254
Sewer	5
Reuse	2
Other	(1)
March 2025 operating revenue	\$ 260

Sewer revenues and reuse revenues increased by \$5 million and \$2 million, respectively, due to higher consumption. Other operating revenue decreased approximately \$1 million primarily due to lower dumping costs.

Water & Sewer Enterprise Operating Expense

Operating expense remained flat at \$227 million compared to the prior year comparable six months with an increase of \$3 million for maintenance and other operating expenses being fully offset by a \$3 million decrease in depreciation due to a lower depreciable base.

District Energy System

Operating revenues and expenses remained flat compared to the prior year comparable six months, at \$6 million and \$4 million, respectively.

Nonoperating Revenue (Expense)

Total nonoperating expense, net decreased \$2 million (16.3%) over the prior year comparable quarter and increased \$3 million (19.7%) over the prior year comparable six months. The drivers of the changes are detailed below.

<i>(Dollars in millions)</i>	Quarter	Six Months
March 2024 nonoperating expense, net	\$ (12)	\$ (18)
Increase in allowance for funds used during construction	4	9
Increase/(decrease) in realized investment income	(2)	1
Increase in The Energy Authority earnings	3	1
Increase in interest on debt	(4)	(6)
Increase/(decrease) in investment fair market value	1	(8)
March 2025 nonoperating expense, net	\$ (10)	\$ (21)

Debt Administration

Debt outstanding as of March 31, 2025 was \$3,300 million, an increase of approximately \$253 million from the prior fiscal year end. This increase was due to debt issuance proceeds of \$1,048 million and \$100 million in withdrawals under a revolving credit agreement. The increases were offset by decreases in scheduled principal payments (\$106 million), debt defeasance (\$592 million), and repayments under a revolving credit agreement (\$197 million). As of March 31, 2025, the balance of the revolving credit agreement is \$50 million.

All ratings and outlooks as of March 31, 2025 are detailed below.

	Fitch		Standard & Poor's		Moody's	
	Rating	Outlook	Rating	Outlook	Rating	Outlook
JEA Electric System						
Senior	AA	Stable	A+	Stable	A1	Stable
Subordinated	AA	Stable	A	Stable	A2	Stable
SJRPP	AA	Stable	A+	Stable	A1	Stable
Scherer	AA	Stable	A+	Stable	A1	Stable
W&S						
Senior	AA+	Stable	AA+	Negative	Aa1	Stable
Subordinated	AA+	Stable	AA	Negative	Aa1	Stable
DES	AA+	Stable	AA	Negative	Aa2	Stable

Debt service coverage ratios for JEA Electric System and Water & Sewer bonds are as follows:

	Quarter Ended March 31				Six Months Ended March 31			
	JEA Electric System		Water & Sewer		JEA Electric System		Water & Sewer	
	2025	2024	2025	2024	2025	2024	2025	2024
Senior	3.79 x	5.34 x	2.70 x	4.07 x	3.80 x	5.83 x	3.28 x	3.88 x
Senior and subordinated	2.27 x	3.27 x	2.23 x	3.45 x	2.28 x	3.59 x	3.20 x	3.29 x

JEA Electric System—The decrease in the senior and combined senior and subordinated coverage ratios for both the quarter and six months were due to lower net revenues and higher net debt service requirements.

Water & Sewer System—The decrease in the senior and combined senior and subordinated coverage ratios for both the quarter and six months were due to lower net revenues and higher net debt service requirements.

Capital Assets

JEA's total investment in capital assets and capital expenditures for the quarter and six months ended March 31, 2025 is detailed below.

	Total Investment		Expenditures	
	March 31, 2025		Quarter Ended March 31, 2025	Six Months Ended March 31, 2025
<i>(Dollars in millions)</i>				
Electric Enterprise	\$	2,644	\$	66
Water and Sewer Enterprise		3,670		115
District Energy System		51		1
Total	\$	6,365	\$	182
			\$	388

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Statements of Net Position
(in thousands)

	March 2025		September 2024
	(unaudited)		
Assets			
Current assets:			
Cash and cash equivalents	\$ 211,799	\$	255,838
Investments	158,983		143,442
Customer accounts receivable, net of allowance (\$2,758 and \$2,847, respectively)	213,439		248,069
Inventories:			
Materials and supplies	161,082		143,307
Fuel	50,857		56,329
Prepaid assets	29,081		33,843
Other current assets	16,235		16,395
Total current assets	<u>841,476</u>		<u>897,223</u>
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	290,632		180,404
Investments	169,398		161,853
Other restricted assets	1,827		927
Total restricted assets	<u>461,857</u>		<u>343,184</u>
Costs to be recovered from future revenues	1,030,547		991,923
Hedging derivative instruments	87,943		53,512
Other assets	46,510		48,045
Total noncurrent assets	<u>1,626,857</u>		<u>1,436,664</u>
Net capital assets	<u>6,365,170</u>		<u>6,230,235</u>
Total assets	<u>8,833,503</u>		<u>8,564,122</u>
Deferred outflows of resources			
Unrealized pension contributions and losses	192,172		192,172
Unamortized deferred losses on refundings	90,471		62,266
Unrealized asset retirement obligation	32,380		31,501
Accumulated decrease in fair value of hedging derivatives	7,101		64,783
Unrealized OPEB contributions and losses	13,746		13,746
Total deferred outflows of resources	<u>335,870</u>		<u>364,468</u>
Total assets and deferred outflows of resources	<u>\$ 9,169,373</u>	<u>\$</u>	<u>8,928,590</u>

JEA
Statements of Net Position
(in thousands)

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	March 2025	
	(unaudited)	September 2024
Liabilities		
Current liabilities:		
Accounts and accrued expense payable	\$ 68,722	\$ 95,856
Customer deposits and prepayments	95,669	94,245
Billings on behalf of state and local governments	23,129	27,841
Compensation and benefits payable	13,853	12,570
City of Jacksonville payable	16,818	10,437
Asset retirement obligation	3,357	2,817
Total current liabilities	<u>221,548</u>	<u>243,766</u>
Current liabilities payable from restricted assets:		
Construction contracts and accounts payable	70,111	117,524
Debt due within one year	105,445	106,305
Interest payable	66,393	55,501
Renewal and replacement reserve	8,174	6,983
Total current liabilities payable from restricted assets	<u>250,123</u>	<u>286,313</u>
Noncurrent liabilities:		
Long-term debt:		
Debt payable, less current portion	3,194,605	2,940,745
Unamortized premium, net	269,585	181,583
Fair value of debt management strategy instruments	-	44,085
Total long-term debt	<u>3,464,190</u>	<u>3,166,413</u>
Net pension liability	965,649	965,649
Lease Liability	87,300	87,300
Asset retirement obligation	29,023	28,684
Compensation and benefits payable	43,344	44,980
Net OPEB liability	557	557
Other liabilities	61,369	59,860
Total noncurrent liabilities	<u>4,651,432</u>	<u>4,353,443</u>
Total liabilities	<u>5,123,103</u>	<u>4,883,522</u>
Deferred inflows of resources		
Accumulated increase in fair value of hedging derivatives	87,943	53,512
Revenues to be used for future costs	286,804	293,983
Unrealized pension gains	22,754	22,754
Unrealized OPEB gains	19,712	19,712
Total deferred inflows of resources	<u>417,213</u>	<u>389,961</u>
Net position		
Net investment in capital assets	3,067,276	3,153,611
Restricted for:		
Capital projects	196,950	57,481
Debt service	52,271	106,624
Other purposes	(2,721)	1,232
Unrestricted	315,281	336,159
Total net position	<u>3,629,057</u>	<u>3,655,107</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 9,169,373</u>	<u>\$ 8,928,590</u>

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Statements of Revenue, Expense, and Changes in Net Position
(in thousands - unaudited)

	Quarter March		Year-to-Date March	
	2025	2024	2025	2024
Operating revenue				
Electric	\$ 346,438	\$ 305,924	\$ 668,225	\$ 615,678
Water and sewer	121,876	118,913	248,373	241,269
District energy system	2,561	2,606	5,621	5,733
Other operating revenue	11,324	10,568	20,576	18,928
Total operating revenue	482,199	438,011	942,795	881,608
Operating expense				
Operations and maintenance:				
Maintenance and other operating expense	143,195	143,513	288,828	273,139
Fuel	90,015	81,822	156,982	148,972
Purchased power	125,264	70,952	232,232	153,664
Depreciation	101,102	102,807	203,981	206,081
State utility and franchise taxes	19,442	18,646	38,620	36,797
Recognition of deferred costs and revenues, net	(10,355)	8,731	(6,960)	21,393
Total operating expense	468,663	426,471	913,683	840,046
Operating income	13,536	11,540	29,112	41,562
Nonoperating revenue (expense)				
Interest on debt	(34,108)	(29,748)	(65,440)	(58,563)
Earnings from The Energy Authority	4,741	2,208	4,680	3,683
Allowance for funds used during construction	13,108	8,722	27,451	18,078
Other nonoperating income, net	1,470	1,547	3,006	3,163
Investment income, net	5,289	6,223	10,750	17,911
Other interest, net	(780)	(1,230)	(1,629)	(1,963)
Total nonoperating expense, net	(10,280)	(12,278)	(21,182)	(17,691)
Income before contributions	3,256	(738)	7,930	23,871
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(34,356)	(30,912)	(68,712)	(61,824)
Developers and other	39,241	61,238	83,790	107,635
Reduction of plant cost through contributions	(24,593)	(36,451)	(49,058)	(64,397)
Total contributions, net	(19,708)	(6,125)	(33,980)	(18,586)
Change in net position	(16,452)	(6,863)	(26,050)	5,285
Net position, beginning of period	3,645,509	3,573,637	3,655,107	3,561,489
Net position, end of period	\$ 3,629,057	\$ 3,566,774	\$ 3,629,057	\$ 3,566,774

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Statements of Cash Flows
(in thousands - unaudited)

	Quarter		Year-to-Date	
	March		March	
	2025	2024	2025	2024
Operating activities				
Receipts from customers	\$ 467,797	\$ 440,841	\$ 950,774	\$ 929,080
Payments to suppliers	(290,600)	(218,621)	(557,582)	(481,239)
Payments for salaries and benefits	(95,496)	(88,522)	(181,874)	(171,224)
Other operating activities	11,548	8,305	19,792	26,324
Net cash provided by operating activities	93,249	142,003	231,110	302,941
Noncapital and related financing activities				
Contribution to General Fund, City of Jacksonville, Florida	(31,221)	(30,912)	(62,339)	(61,722)
Net cash used in noncapital and related financing activities	(31,221)	(30,912)	(62,339)	(61,722)
Capital and related financing activities				
Defeasance of debt	(76,835)	(171,295)	(591,370)	(171,295)
Acquisition and construction of capital assets	(181,824)	(182,531)	(387,861)	(400,352)
Interest paid on debt	(4,145)	(12,216)	(63,428)	(67,631)
Proceeds from issuance of debt	574,845	503,835	1,047,675	503,835
Repayment of debt principal	-	-	(106,305)	(89,375)
Capital contributions	14,648	24,786	34,732	43,237
Revolving credit agreement withdrawals	50,000	-	100,000	50,000
Revolving credit agreement repayments	(197,000)	(177,000)	(197,000)	(177,000)
Other capital financing activities	36,464	57,485	68,251	61,557
Net cash used in capital and related financing activities	216,153	43,064	(95,306)	(247,024)
Investing activities				
Proceeds from sale and maturity of investments	80,954	145,733	147,921	243,316
Purchase of investments	(77,605)	(112,738)	(173,765)	(192,158)
Distributions from The Energy Authority	4,624	924	5,567	3,060
Investment income	6,326	8,546	13,001	13,415
Net cash provided by (used in) investing activities	14,299	42,465	(7,276)	67,633
Net change in cash and cash equivalents	292,480	196,620	66,189	61,828
Cash and cash equivalents at beginning of period	209,951	243,820	436,242	378,612
Cash and cash equivalents at end of period	\$ 502,431	\$ 440,440	\$ 502,431	\$ 440,440
Reconciliation of operating income to net cash provided by operating activities				
Operating income	\$ 13,536	\$ 11,540	\$ 29,112	\$ 41,562
Adjustments:				
Depreciation and amortization	101,102	102,807	203,981	206,081
Recognition of deferred costs and revenues, net	(10,355)	8,731	(6,960)	21,393
Other nonoperating income, net	(809)	(1,287)	(1,580)	(2,010)
Changes in noncash assets and noncash liabilities:				
Accounts receivable	1,035	16,350	34,628	62,210
Inventories	(5,153)	925	(12,303)	(18,067)
Other assets	4,289	(3,030)	19,051	4,905
Accounts and accrued expense payable	(15,754)	(8,726)	(29,235)	(26,283)
Current liabilities payable from restricted assets	691	673	1,404	1,324
Other noncurrent liabilities and deferred inflows	4,667	14,020	(6,988)	11,826
Net cash provided by operating activities	\$ 93,249	\$ 142,003	\$ 231,110	\$ 302,941
Non-cash activity				
Contribution of capital assets from developers	\$ 24,593	\$ 36,451	\$ 49,058	\$ 64,397
Unrealized investment fair market value changes, net	\$ (875)	\$ (1,602)	\$ (2,761)	\$ 4,723

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Combining Statement of Net Position
(in thousands - unaudited) March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 182,960	\$ 3,426	\$ -	\$ 186,386	\$ 24,174	\$ 1,239	\$ 211,799
Investments	156,994	1,989	-	158,983	-	-	158,983
Customer accounts receivable, net of allowance (\$2,758)	157,158	-	-	157,158	55,902	379	213,439
Inventories:							
Materials and supplies	2,482	-	-	2,482	158,600	-	161,082
Fuel	50,857	-	-	50,857	-	-	50,857
Prepaid assets	27,427	-	-	27,427	1,630	24	29,081
Other current assets	12,751	101	(1,125)	11,727	4,508	-	16,235
Total current assets	590,629	5,516	(1,125)	595,020	244,814	1,642	841,476
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	651	19,966	-	20,617	244,841	25,174	290,632
Investments	66,526	910	-	67,436	101,962	-	169,398
Other restricted assets	1,818	9	-	1,827	-	-	1,827
Total restricted assets	68,995	20,885	-	89,880	346,803	25,174	461,857
Costs to be recovered from future revenues	529,106	46,504	-	575,610	454,021	916	1,030,547
Hedging derivative instruments	87,943	-	-	87,943	-	-	87,943
Other assets	40,817	5,683	-	46,500	10	-	46,510
Total noncurrent assets	726,861	73,072	-	799,933	800,834	26,090	1,626,857
Net capital assets	2,636,851	7,480	-	2,644,331	3,669,796	51,043	6,365,170
Total assets	3,954,341	86,068	(1,125)	4,039,284	4,715,444	78,775	8,833,503
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Unamortized deferred losses on refundings	63,611	652	-	64,263	26,092	116	90,471
Unrealized asset retirement obligation	32,380	-	-	32,380	-	-	32,380
Accumulated decrease in fair value of hedging derivatives	7,101	-	-	7,101	-	-	7,101
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	205,134	24,353	-	229,487	106,267	116	335,870
Total assets and deferred outflows of resources	\$ 4,159,475	\$ 110,421	\$ (1,125)	\$ 4,268,771	\$ 4,821,711	\$ 78,891	\$ 9,169,373

JEA

**Combining Statement of Net Position
(in thousands - unaudited) March 2025**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expense payable	\$ 54,199	\$ 80	\$ (80)	\$ 54,199	\$ 14,483	\$ 40	\$ 68,722
Customer deposits and prepayments	67,952	-	-	67,952	27,717	-	95,669
Billings on behalf of state and local governments	19,509	-	-	19,509	3,620	-	23,129
Compensation and benefits payable	9,510	-	-	9,510	4,309	34	13,853
City of Jacksonville payable	11,976	-	-	11,976	4,842	-	16,818
Asset retirement obligation	3,357	-	-	3,357	-	-	3,357
Total current liabilities	166,503	80	(80)	166,503	54,971	74	221,548
Current liabilities payable from restricted assets:							
Debt due within one year	36,885	17,105	-	53,990	49,460	1,995	105,445
Interest payable	30,520	1,053	-	31,573	34,044	776	66,393
Construction contracts and accounts payable	11,426	1,045	(1,045)	11,426	58,418	267	70,111
Renewal and replacement reserve	-	8,174	-	8,174	-	-	8,174
Total current liabilities payable from restricted assets	78,831	27,377	(1,045)	105,163	141,922	3,038	250,123
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,268,910	43,300	-	1,312,210	1,818,365	64,030	3,194,605
Unamortized premium (discount), net	124,860	(79)	-	124,781	144,807	(3)	269,585
Fair value of debt management strategy instruments	-	-	-	-	-	-	-
Total long-term debt	1,393,770	43,221	-	1,436,991	1,963,172	64,027	3,464,190
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease Liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligation	29,023	-	-	29,023	-	-	29,023
Compensation and benefits payable	30,536	-	-	30,536	12,709	99	43,344
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	61,369	-	-	61,369	-	-	61,369
Total noncurrent liabilities	2,143,073	43,221	-	2,186,294	2,401,012	64,126	4,651,432
Total liabilities	2,388,407	70,678	(1,125)	2,457,960	2,597,905	67,238	5,123,103
Deferred inflows of resources							
Revenues to be used for future costs	274,102	12,702	-	286,804	-	-	286,804
Accumulated increase in fair value of hedging derivatives	87,943	-	-	87,943	-	-	87,943
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	376,484	29,385	-	405,869	11,344	-	417,213
Net position							
Net investment in (divestment of) capital assets	1,263,655	(4,450)	-	1,259,205	1,822,286	(14,215)	3,067,276
Restricted for:							
Capital projects	(18,053)	-	-	(18,053)	191,602	23,401	196,950
Debt service	18,443	9,040	-	27,483	23,791	997	52,271
Other purposes	(1,739)	333	1,045	(361)	(2,360)	-	(2,721)
Unrestricted	132,278	5,435	(1,045)	136,668	177,143	1,470	315,281
Total net position	1,394,584	10,358	-	1,404,942	2,212,462	11,653	3,629,057
Total liabilities, deferred inflows of resources, and net position	\$ 4,159,475	\$ 110,421	\$ (1,125)	\$ 4,268,771	\$ 4,821,711	\$ 78,891	\$ 9,169,373

JEA
Combining Statement of Net Position
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 230,655	\$ 3,327	\$ -	\$ 233,982	\$ 20,047	\$ 1,809	\$ 255,838
Investments	142,095	1,347	-	143,442	-	-	143,442
Customer accounts receivable, net of allowance (\$2,847)	188,414	-	-	188,414	59,482	173	248,069
Inventories:							
Materials and supplies	2,453	-	-	2,453	140,854	-	143,307
Fuel	56,329	-	-	56,329	-	-	56,329
Prepaid assets	33,324	4	-	33,328	506	9	33,843
Other current assets	12,230	111	(929)	11,412	4,983	-	16,395
Total current assets	665,500	4,789	(929)	669,360	225,872	1,991	897,223
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	-	26,840	-	26,840	139,525	14,039	180,404
Investments	105,155	1,645	-	106,800	55,053	-	161,853
Other restricted assets	911	16	-	927	-	-	927
Total restricted assets	106,066	28,501	-	134,567	194,578	14,039	343,184
Costs to be recovered from future revenues	507,451	54,711	-	562,162	429,338	423	991,923
Hedging derivative instruments	53,512	-	-	53,512	-	-	53,512
Other assets	42,347	18,960	(13,277)	48,030	15	-	48,045
Total noncurrent assets	709,376	102,172	(13,277)	798,271	623,931	14,462	1,436,664
Net capital assets	2,611,322	7,685	-	2,619,007	3,561,438	49,790	6,230,235
Total assets	3,986,198	114,646	(14,206)	4,086,638	4,411,241	66,243	8,564,122
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Unamortized deferred losses on refundings	36,559	766	-	37,325	24,820	121	62,266
Unrealized asset retirement obligation	31,501	-	-	31,501	-	-	31,501
Accumulated decrease in fair value of hedging derivatives	56,755	-	-	56,755	8,028	-	64,783
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	226,857	24,467	-	251,324	113,023	121	364,468
Total assets and deferred outflows of resources	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

JEA
Combining Statement of Net Position
(in thousands) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expense payable	\$ 69,873	\$ 97	\$ (97)	\$ 69,873	\$ 25,912	\$ 71	\$ 95,856
Customer deposits and prepayments	66,342	-	-	66,342	27,903	-	94,245
Billings on behalf of state and local governments	23,992	-	-	23,992	3,849	-	27,841
Compensation and benefits payable	8,786	-	-	8,786	3,752	32	12,570
City of Jacksonville payable	8,047	-	-	8,047	2,390	-	10,437
Asset retirement obligation	2,817	-	-	2,817	-	-	2,817
Total current liabilities	179,857	97	(97)	179,857	63,806	103	243,766
Current liabilities payable from restricted assets:							
Debt due within one year	32,515	16,445	-	48,960	55,415	1,930	106,305
Interest payable	22,259	1,404	-	23,663	31,173	665	55,501
Construction contracts and accounts payable	16,762	831	(832)	16,761	99,151	1,612	117,524
Renewal and replacement reserve	-	6,983	-	6,983	-	-	6,983
Total current liabilities payable from restricted assets	71,536	25,663	(832)	96,367	185,739	4,207	286,313
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,297,500	60,405	-	1,357,905	1,531,815	51,025	2,940,745
Unamortized premium (discount), net	70,071	(105)	-	69,966	111,622	(5)	181,583
Fair value of debt management strategy instruments	36,057	-	-	36,057	8,028	-	44,085
Total long-term debt	1,403,628	60,300	-	1,463,928	1,651,465	51,020	3,166,413
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Asset retirement obligation	87,300	-	-	87,300	-	-	87,300
Asset retirement obligation	28,684	-	-	28,684	-	-	28,684
Compensation and benefits payable	31,733	-	-	31,733	13,163	84	44,980
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	59,860	13,277	(13,277)	59,860	-	-	59,860
Total noncurrent liabilities	2,152,280	73,577	(13,277)	2,212,580	2,089,759	51,104	4,353,443
Total liabilities	2,403,673	99,337	(14,206)	2,488,804	2,339,304	55,414	4,883,522
Deferred inflows of resources							
Revenues to be used for future costs	281,281	12,702	-	293,983	-	-	293,983
Accumulated increase in fair value of hedging derivatives	53,512	-	-	53,512	-	-	53,512
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	349,232	29,385	-	378,617	11,344	-	389,961
Net position							
Net investment in (divestment of) capital assets	1,245,434	(11,502)	-	1,233,932	1,923,907	(4,228)	3,153,611
Restricted for:							
Capital projects	-	-	-	-	46,037	11,444	57,481
Debt service	32,515	16,802	-	49,317	55,377	1,930	106,624
Other purposes	-	400	832	1,232	-	-	1,232
Unrestricted	182,201	4,691	(832)	186,060	148,295	1,804	336,159
Total net position	1,460,150	10,391	-	1,470,541	2,173,616	10,950	3,655,107
Total liabilities, deferred inflows of resources, and net position	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

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Combining Statement of Revenue, Expense, and Changes in Net Position

(in thousands - unaudited) for the quarter ended March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating revenue								
Electric	\$ 353,755	\$ 5,177	\$ (5,177)	\$ 353,755	\$ -	\$ -	\$ (7,317)	\$ 346,438
Water and sewer	-	-	-	-	122,050	-	(174)	121,876
District energy system	-	-	-	-	-	2,718	(157)	2,561
Other operating revenue	7,793	-	-	7,793	5,281	-	(1,750)	11,324
Total operating revenue	361,548	5,177	(5,177)	361,548	127,331	2,718	(9,398)	482,199
Operating expense								
Operations and maintenance:								
Maintenance and other operating expense	81,412	596	-	82,008	69,403	1,182	(9,398)	143,195
Fuel	90,015	-	-	90,015	-	-	-	90,015
Purchased power	130,441	-	(5,177)	125,264	-	-	-	125,264
Depreciation	55,597	102	-	55,699	44,593	810	-	101,102
State utility and franchise taxes	16,743	-	-	16,743	2,699	-	-	19,442
Recognition of deferred costs and revenues, net	(14,620)	4,070	-	(10,550)	192	3	-	(10,355)
Total operating expense	359,588	4,768	(5,177)	359,179	116,887	1,995	(9,398)	468,663
Operating income	1,960	409	-	2,369	10,444	723	-	13,536
Nonoperating revenue (expense)								
Interest on debt	(14,546)	(630)	-	(15,176)	(18,206)	(726)	-	(34,108)
Earnings from The Energy Authority	4,741	-	-	4,741	-	-	-	4,741
Allowance for funds used during construction	1,956	-	-	1,956	11,133	19	-	13,108
Other nonoperating income, net	824	40	-	864	606	-	-	1,470
Investment income, net	4,681	191	-	4,872	276	141	-	5,289
Other interest, net	(895)	-	-	(895)	115	-	-	(780)
Total nonoperating expense, net	(3,239)	(399)	-	(3,638)	(6,076)	(566)	-	(10,280)
Income before contributions	(1,279)	10	-	(1,269)	4,368	157	-	3,256
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(24,427)	-	-	(24,427)	(9,929)	-	-	(34,356)
Developers and other	1,356	-	-	1,356	37,885	-	-	39,241
Reduction of plant cost through contributions	(1,356)	-	-	(1,356)	(23,237)	-	-	(24,593)
Total contributions, net	(24,427)	-	-	(24,427)	4,719	-	-	(19,708)
Change in net position	(25,706)	10	-	(25,696)	9,087	157	-	(16,452)
Net position, beginning of quarter	1,420,290	10,348	-	1,430,638	2,203,375	11,496	-	3,645,509
Net position, end of quarter	\$ 1,394,584	\$ 10,358	\$ -	\$ 1,404,942	\$ 2,212,462	\$ 11,653	\$ -	\$ 3,629,057

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**Combining Statement of Revenue, Expense, and Changes in Net Position
(in thousands - unaudited) for the quarter ended March 2024**

	Electric System and Bulk Power Supply System		SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating revenue									
Electric	\$ 311,570	\$ 5,186		\$ (5,186)	\$ 311,570	\$ -	\$ -	\$ (5,646)	\$ 305,924
Water and sewer	-	-		-	-	119,076	-	(163)	118,913
District energy system	-	-		-	-	-	2,765	(159)	2,606
Other operating revenue	6,291	-		-	6,291	6,413	1	(2,137)	10,568
Total operating revenue	317,861	5,186		(5,186)	317,861	125,489	2,766	(8,105)	438,011
Operating expense									
Operations and maintenance:									
Maintenance and other operating expense	84,321	608		-	84,929	65,289	1,400	(8,105)	143,513
Fuel	81,822	-		-	81,822	-	-	-	81,822
Purchased power	76,138	-		(5,186)	70,952	-	-	-	70,952
Depreciation	54,403	103		-	54,506	47,521	780	-	102,807
State utility and franchise taxes	15,888	-		-	15,888	2,758	-	-	18,646
Recognition of deferred costs and revenues, net	4,670	3,933		-	8,603	126	2	-	8,731
Total operating expense	317,242	4,644		(5,186)	316,700	115,694	2,182	(8,105)	426,471
Operating income	619	542		-	1,161	9,795	584	-	11,540
Nonoperating revenue (expense)									
Interest on debt	(14,514)	(777)		-	(15,291)	(14,002)	(455)	-	(29,748)
Earnings from The Energy Authority	2,208	-		-	2,208	-	-	-	2,208
Allowance for funds used during construction	1,531	-		-	1,531	7,174	17	-	8,722
Other nonoperating income, net	891	48		-	939	608	-	-	1,547
Investment income, net	5,512	188		-	5,700	481	42	-	6,223
Other interest, net	(1,094)	-		-	(1,094)	(136)	-	-	(1,230)
Total nonoperating expense, net	(5,466)	(541)		-	(6,007)	(5,875)	(396)	-	(12,278)
Income before contributions	(4,847)	1		-	(4,846)	3,920	188	-	(738)
Contributions (to) from									
General Fund, City of Jacksonville, Florida	(23,803)	-		-	(23,803)	(7,109)	-	-	(30,912)
Developers and other	1,789	-		-	1,789	59,449	-	-	61,238
Reduction of plant cost through contributions	(1,788)	-		-	(1,788)	(34,663)	-	-	(36,451)
Total contributions	(23,802)	-		-	(23,802)	17,677	-	-	(6,125)
Change in net position	(28,649)	1		-	(28,648)	21,597	188	-	(6,863)
Net position, beginning of quarter	1,470,387	10,303		-	1,480,690	2,083,472	9,475	-	3,573,637
Net position, end of quarter	\$ 1,441,738	\$ 10,304	\$ -	\$ -	\$ 1,452,042	\$ 2,105,069	\$ 9,663	\$ -	\$ 3,566,774

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Combining Statement of Revenue, Expense, and Changes in Net Position

(in thousands - unaudited) for the year-to-date ended March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating revenue								
Electric	\$ 679,853	\$ 10,329	\$ (10,329)	\$ 679,853	\$ -	\$ -	\$ (11,628)	\$ 668,225
Water and sewer	-	-	-	-	248,681	-	(308)	248,373
District energy system	-	-	-	-	-	5,958	(337)	5,621
Other operating revenue	13,172	-	-	13,172	11,028	-	(3,624)	20,576
Total operating revenue	693,025	10,329	(10,329)	693,025	259,709	5,958	(15,897)	942,795
Operating expense								
Operations and maintenance:								
Maintenance and other operating expense	170,092	1,195	-	171,287	130,854	2,584	(15,897)	288,828
Fuel	156,982	-	-	156,982	-	-	-	156,982
Purchased power	242,561	-	(10,329)	232,232	-	-	-	232,232
Depreciation	111,973	205	-	112,178	90,193	1,610	-	203,981
State utility and franchise taxes	33,093	-	-	33,093	5,527	-	-	38,620
Recognition of deferred costs and revenues, net	(15,440)	8,141	-	(7,299)	333	6	-	(6,960)
Total operating expense	699,261	9,541	(10,329)	698,473	226,907	4,200	(15,897)	913,683
Operating income	(6,236)	788	-	(5,448)	32,802	1,758	-	29,112
Nonoperating revenue (expense)								
Interest on debt	(28,827)	(1,260)	-	(30,087)	(33,968)	(1,385)	-	(65,440)
Earnings from The Energy Authority	4,680	-	-	4,680	-	-	-	4,680
Allowance for funds used during construction	4,621	-	-	4,621	22,781	49	-	27,451
Other nonoperating income, net	1,705	81	-	1,786	1,220	-	-	3,006
Investment income, net	9,071	358	-	9,429	1,040	281	-	10,750
Other interest, net	(1,726)	-	-	(1,726)	97	-	-	(1,629)
Total nonoperating expense, net	(10,476)	(821)	-	(11,297)	(8,830)	(1,055)	-	(21,182)
Income before contributions	(16,712)	(33)	-	(16,745)	23,972	703	-	7,930
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(48,854)	-	-	(48,854)	(19,858)	-	-	(68,712)
Developers and other	1,790	-	-	1,790	82,000	-	-	83,790
Reduction of plant cost through contributions	(1,790)	-	-	(1,790)	(47,268)	-	-	(49,058)
Total contributions, net	(48,854)	-	-	(48,854)	14,874	-	-	(33,980)
Change in net position	(65,566)	(33)	-	(65,599)	38,846	703	-	(26,050)
Net position, beginning of year	1,460,150	10,391	-	1,470,541	2,173,616	10,950	-	3,655,107
Net position, end of period	\$ 1,394,584	\$ 10,358	\$ -	\$ 1,404,942	\$ 2,212,462	\$ 11,653	\$ -	\$ 3,629,057

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**Combining Statement of Revenue, Expense, and Changes in Net Position
(in thousands - unaudited) for the year-to-date ended March 2024**

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating revenue								
Electric	\$ 626,812	\$ 10,474	\$ (10,474)	\$ 626,812	\$ -	\$ -	\$ (11,134)	\$ 615,678
Water and sewer	-	-	-	-	241,606	-	(337)	241,269
District energy system	-	-	-	-	-	6,083	(350)	5,733
Other operating revenue	10,978	-	-	10,978	12,003	1	(4,054)	18,928
Total operating revenue	637,790	10,474	(10,474)	637,790	253,609	6,084	(15,875)	881,608
Operating expense								
Operations and maintenance:								
Maintenance and other operating expense	156,532	1,236	-	157,768	128,520	2,726	(15,875)	273,139
Fuel	148,972	-	-	148,972	-	-	-	148,972
Purchased power	164,138	-	(10,474)	153,664	-	-	-	153,664
Depreciation	110,842	205	-	111,047	93,476	1,558	-	206,081
State utility and franchise taxes	31,254	-	-	31,254	5,543	-	-	36,797
Recognition of deferred costs and revenues, net	13,364	7,869	-	21,233	157	3	-	21,393
Total operating expense	625,102	9,310	(10,474)	623,938	227,696	4,287	(15,875)	840,046
Operating income	12,688	1,164	-	13,852	25,913	1,797	-	41,562
Nonoperating revenue (expense)								
Interest on debt	(29,131)	(1,553)	-	(30,684)	(26,967)	(912)	-	(58,563)
Earnings from The Energy Authority	3,683	-	-	3,683	-	-	-	3,683
Allowance for funds used during construction	3,464	-	-	3,464	14,582	32	-	18,078
Other nonoperating income, net	1,839	98	-	1,937	1,226	-	-	3,163
Investment income, net	14,276	493	-	14,769	3,056	86	-	17,911
Other interest, net	(1,778)	-	-	(1,778)	(185)	-	-	(1,963)
Total nonoperating expense, net	(7,647)	(962)	-	(8,609)	(8,288)	(794)	-	(17,691)
Income before contributions	5,041	202	-	5,243	17,625	1,003	-	23,871
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(47,605)	-	-	(47,605)	(14,219)	-	-	(61,824)
Developers and other	3,548	-	-	3,548	104,087	-	-	107,635
Reduction of plant cost through contributions	(3,547)	-	-	(3,547)	(60,850)	-	-	(64,397)
Total contributions, net	(47,604)	-	-	(47,604)	29,018	-	-	(18,586)
Change in net position	(42,563)	202	-	(42,361)	46,643	1,003	-	5,285
Net position, beginning of year	1,484,301	10,102	-	1,494,403	2,058,426	8,660	-	3,561,489
Net position, end of period	\$ 1,441,738	\$ 10,304	\$ -	\$ 1,452,042	\$ 2,105,069	\$ 9,663	\$ -	\$ 3,566,774

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Combining Statement of Cash Flows

(in thousands - unaudited) for the quarter ended March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating activities								
Receipts from customers	\$ 350,659	\$ 5,177	\$ (5,313)	\$ 350,523	\$ 122,087	\$ 2,835	\$ (7,648)	\$ 467,797
Payments to suppliers	(247,879)	95	5,313	(242,471)	(56,628)	(899)	9,398	(290,600)
Payments for salaries and benefits	(65,690)	-	-	(65,690)	(29,524)	(282)	-	(95,496)
Other operating activities	7,684	40	-	7,724	5,574	-	(1,750)	11,548
Net cash provided by operating activities	44,774	5,312	-	50,086	41,509	1,654	-	93,249
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(22,198)	-	-	(22,198)	(9,023)	-	-	(31,221)
Net cash used in noncapital and related financing activities	(22,198)	-	-	(22,198)	(9,023)	-	-	(31,221)
Capital and related financing activities								
Defeasance of debt	-	-	-	-	(76,835)	-	-	(76,835)
Acquisition and construction of capital assets	(65,722)	-	-	(65,722)	(114,916)	(1,186)	-	(181,824)
Interest paid on debt	(1,011)	-	-	(1,011)	(2,804)	(330)	-	(4,145)
Proceeds from issuance of debt	-	-	-	-	532,845	42,000	-	574,845
Repayment of debt principal	-	-	-	-	-	-	-	-
Capital contributions	-	-	-	-	14,648	-	-	14,648
Revolving credit agreement withdrawals	50,000	-	-	50,000	-	-	-	50,000
Revolving credit agreement repayments	-	-	-	-	(170,000)	(27,000)	-	(197,000)
Other capital financing activities	1,265	-	-	1,265	35,648	(449)	-	36,464
Net cash provided by (used in) capital and related financing activities	(15,468)	-	-	(15,468)	218,586	13,035	-	216,153
Investing activities								
Proceeds from sale and maturity of investments	73,642	-	-	73,642	7,312	-	-	80,954
Purchase of investments	(23,229)	-	-	(23,229)	(54,376)	-	-	(77,605)
Distributions from The Energy Authority	4,624	-	-	4,624	-	-	-	4,624
Investment income	5,293	188	-	5,481	704	141	-	6,326
Net cash provided by (used in) investing activities	60,330	188	-	60,518	(46,360)	141	-	14,299
Net change in cash and cash equivalents	67,438	5,500	-	72,938	204,712	14,830	-	292,480
Cash and cash equivalents at beginning of quarter	116,173	17,892	-	134,065	64,303	11,583	-	209,951
Cash and cash equivalents at end of quarter	\$ 183,611	\$ 23,392	\$ -	\$ 207,003	\$ 269,015	\$ 26,413	\$ -	\$ 502,431
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 1,960	\$ 409	-	2,369	\$ 10,444	\$ 723	-	\$ 13,536
Adjustments:								
Depreciation and amortization	55,597	102	-	55,699	44,593	810	-	101,102
Recognition of deferred costs and revenues, net	(14,620)	4,070	-	(10,550)	192	3	-	(10,355)
Other nonoperating income, net	(924)	-	-	(924)	115	-	-	(809)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	722	-	-	722	196	117	-	1,035
Inventories	600	-	-	600	(5,753)	-	-	(5,153)
Other assets	3,162	-	-	3,162	1,115	12	-	4,289
Accounts and accrued expense payable	(5,862)	40	-	(5,822)	(9,916)	(16)	-	(15,754)
Current liabilities payable from restricted assets	-	691	-	691	-	-	-	691
Other noncurrent liabilities and deferred inflows	4,139	-	-	4,139	523	5	-	4,667
Net cash provided by operating activities	\$ 44,774	\$ 5,312	\$ -	\$ 50,086	\$ 41,509	\$ 1,654	\$ -	\$ 93,249
Non-cash activity								
Contribution of capital assets from developers	\$ 1,356	\$ -	\$ -	1,356	\$ 23,237	\$ -	\$ -	24,593
Unrealized investment fair market value changes, net	\$ 176	\$ (19)	\$ -	157	\$ (1,032)	\$ -	\$ -	(875)

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Combining Statement of Cash Flows
(in thousands - unaudited) for the quarter ended March 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating activities								
Receipts from customers	\$ 327,126	\$ 5,186	\$ (5,341)	\$ 326,971	\$ 117,044	\$ 2,794	\$ (5,968)	\$ 440,841
Payments to suppliers	(183,884)	33	5,341	(178,510)	(47,108)	(1,108)	8,105	(218,621)
Payments for salaries and benefits	(62,076)	-	-	(62,076)	(26,214)	(232)	-	(88,522)
Other operating activities	5,408	101	-	5,509	4,932	1	(2,137)	8,305
Net cash provided by operating activities	86,574	5,320	-	91,894	48,654	1,455	-	142,003
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(23,802)	-	-	(23,802)	(7,110)	-	-	(30,912)
Net cash used in noncapital and related financing activities	(23,802)	-	-	(23,802)	(7,110)	-	-	(30,912)
Capital and related financing activities								
Defeasance of debt	-	-	-	-	(171,295)	-	-	(171,295)
Acquisition and construction of capital assets	(62,997)	-	-	(62,997)	(117,131)	(2,403)	-	(182,531)
Interest paid on debt	(5,187)	-	-	(5,187)	(6,851)	(178)	-	(12,216)
Proceeds from issuance of debt	-	-	-	-	503,835	-	-	503,835
Repayment of debt principal	-	-	-	-	-	-	-	-
Capital contributions	-	-	-	-	24,786	-	-	24,786
Revolving credit agreement withdrawals	-	-	-	-	-	-	-	-
Revolving credit agreement repayments	-	-	-	-	(177,000)	-	-	(177,000)
Other capital financing activities	34	-	-	34	57,451	-	-	57,485
Net cash provided by (used in) capital and related financing activities	(68,150)	-	-	(68,150)	113,795	(2,581)	-	43,064
Investing activities								
Proceeds from sale and maturity of investments	130,743	-	-	130,743	14,990	-	-	145,733
Purchase of investments	(99,896)	-	-	(99,896)	(12,842)	-	-	(112,738)
Distributions from The Energy Authority	924	-	-	924	-	-	-	924
Investment income	7,670	178	-	7,848	656	42	-	8,546
Net cash provided by investing activities	39,441	178	-	39,619	2,804	42	-	42,465
Net change in cash and cash equivalents	34,063	5,498	-	39,561	158,143	(1,084)	-	196,620
Cash and cash equivalents at beginning of quarter	214,275	14,808	-	229,083	11,353	3,384	-	243,820
Cash and cash equivalents at end of quarter	\$ 248,338	\$ 20,306	\$ -	\$ 268,644	\$ 169,496	\$ 2,300	\$ -	\$ 440,440
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 619	\$ 542	\$ -	\$ 1,161	\$ 9,795	\$ 584	\$ -	\$ 11,540
Adjustments:								
Depreciation and amortization	54,403	103	-	54,506	47,521	780	-	102,807
Recognition of deferred costs and revenues, net	4,670	3,933	-	8,603	126	2	-	8,731
Other nonoperating income, net	(1,151)	-	-	(1,151)	(136)	-	-	(1,287)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	20,377	-	-	20,377	(4,055)	28	-	16,350
Inventories	4,167	-	-	4,167	(3,242)	-	-	925
Other assets	(2,380)	111	-	(2,269)	(770)	9	-	(3,030)
Accounts and accrued expense payable	(7,342)	4	-	(7,338)	(1,434)	46	-	(8,726)
Current liabilities payable from restricted assets	-	673	-	673	-	-	-	673
Other noncurrent liabilities and deferred inflows	13,211	(46)	-	13,165	849	6	-	14,020
Net cash provided by operating activities	\$ 86,574	\$ 5,320	\$ -	\$ 91,894	\$ 48,654	\$ 1,455	\$ -	\$ 142,003
Non-cash activity								
Contribution of capital assets from developers	\$ 1,788	\$ -	\$ -	\$ 1,788	\$ 34,663	\$ -	\$ -	\$ 36,451
Unrealized investment fair market value changes, net	\$ (1,529)	\$ (14)	\$ -	\$ (1,543)	\$ (59)	\$ -	\$ -	\$ (1,602)

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Combining Statement of Cash Flows
(in thousands - unaudited) for the year-to-date ended March 2025

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating activities								
Receipts from customers	\$ 705,321	\$ 10,329	\$ (10,525)	\$ 705,125	\$ 252,171	\$ 5,751	\$ (12,273)	\$ 950,774
Payments to suppliers	(471,042)	213	10,525	(460,304)	(111,075)	(2,100)	15,897	(567,582)
Payments for salaries and benefits	(125,633)	-	-	(125,633)	(55,727)	(514)	-	(181,874)
Other operating activities	11,436	(17)	-	11,419	11,997	-	(3,624)	19,792
Net cash provided by operating activities	120,082	10,525	-	130,607	97,366	3,137	-	231,110
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(44,931)	-	-	(44,931)	(17,408)	-	-	(62,339)
Net cash used in noncapital and related financing activities	(44,931)	-	-	(44,931)	(17,408)	-	-	(62,339)
Capital and related financing activities								
Defeasance of debt	(514,535)	-	-	(514,535)	(76,835)	-	-	(591,370)
Acquisition and construction of capital assets	(143,878)	-	-	(143,878)	(239,776)	(4,207)	-	(387,861)
Interest paid on debt	(24,133)	(1,404)	-	(25,537)	(36,624)	(1,267)	-	(63,428)
Proceeds from issuance of debt	472,830	-	-	472,830	532,845	42,000	-	1,047,675
Repayment of debt principal	(32,515)	(16,445)	-	(48,960)	(55,415)	(1,930)	-	(106,305)
Capital contributions	-	-	-	-	34,732	-	-	34,732
Revolving credit agreement withdrawals	50,000	-	-	50,000	50,000	-	-	100,000
Revolving credit agreement repayments	-	-	-	-	(170,000)	(27,000)	-	(197,000)
Other capital financing activities	31,682	98	-	31,780	36,920	(449)	-	68,251
Net cash provided by (used in) capital and related financing activities	(160,549)	(17,751)	-	(178,300)	75,847	7,147	-	(95,306)
Investing activities								
Proceeds from sale and maturity of investments	133,472	667	-	134,139	13,782	-	-	147,921
Purchase of investments	(110,668)	(667)	-	(111,335)	(62,430)	-	-	(173,765)
Distributions from The Energy Authority	5,567	-	-	5,567	-	-	-	5,567
Investment income	9,983	451	-	10,434	2,286	281	-	13,001
Net cash provided by (used in) investing activities	38,354	451	-	38,805	(46,362)	281	-	(7,276)
Net change in cash and cash equivalents	(47,044)	(6,775)	-	(53,819)	109,443	10,565	-	66,189
Cash and cash equivalents at beginning of year	230,655	30,167	-	260,822	159,572	15,848	-	436,242
Cash and cash equivalents at end of period	\$ 183,611	\$ 23,392	\$ -	\$ 207,003	\$ 269,015	\$ 26,413	\$ -	\$ 502,431
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ (6,236)	\$ 788	\$ -	\$ (5,448)	\$ 32,802	\$ 1,758	\$ -	\$ 29,112
Adjustments:								
Depreciation and amortization	111,973	205	-	112,178	90,193	1,610	-	203,981
Recognition of deferred costs and revenues, net	(15,440)	8,141	-	(7,299)	333	6	-	(6,960)
Other nonoperating income, net	(1,677)	-	-	(1,677)	97	-	-	(1,580)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	31,255	-	-	31,255	3,580	(207)	-	34,628
Inventories	5,443	-	-	5,443	(17,746)	-	-	(12,303)
Other assets	5,940	13,281	-	19,221	(155)	(15)	-	19,051
Accounts and accrued expense payable	(17,905)	(17)	-	(17,922)	(11,284)	(29)	-	(29,235)
Current liabilities payable from restricted assets	-	1,404	-	1,404	-	-	-	1,404
Other noncurrent liabilities and deferred inflows	6,729	(13,277)	-	(6,548)	(454)	14	-	(6,988)
Net cash provided by operating activities	\$ 120,082	\$ 10,525	\$ -	\$ 130,607	\$ 97,366	\$ 3,137	\$ -	\$ 231,110
Non-cash activity								
Contribution of capital assets from developers	\$ 1,790	\$ -	\$ -	\$ 1,790	\$ 47,268	\$ -	\$ -	\$ 49,058
Unrealized investment fair market value changes, net	\$ (929)	\$ (93)	\$ -	\$ (1,022)	\$ (1,739)	\$ -	\$ -	\$ (2,761)

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Combining Statement of Cash Flows
(in thousands - unaudited) for the year-to-date ended March 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Elimination of intercompany transactions	Total JEA
Operating activities								
Receipts from customers	\$ 689,393	\$ 10,474	\$ (10,600)	\$ 689,267	\$ 245,660	\$ 5,974	\$ (11,821)	\$ 929,080
Payments to suppliers	(397,915)	68	10,600	(387,247)	(107,245)	(2,622)	15,875	(481,239)
Payments for salaries and benefits	(120,556)	-	-	(120,556)	(50,227)	(441)	-	(171,224)
Other operating activities	10,742	48	-	10,790	19,587	1	(4,054)	26,324
Net cash provided by operating activities	181,664	10,590	-	192,254	107,775	2,912	-	302,941
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(47,628)	-	-	(47,628)	(14,094)	-	-	(61,722)
Net cash used in noncapital and related financing activities	(47,628)	-	-	(47,628)	(14,094)	-	-	(61,722)
Capital and related financing activities								
Defeasance of debt	-	-	-	-	(171,295)	-	-	(171,295)
Acquisition and construction of capital assets	(141,328)	-	-	(141,328)	(255,649)	(3,375)	-	(400,352)
Interest paid on debt	(31,828)	(1,720)	-	(33,548)	(33,151)	(932)	-	(67,631)
Proceeds from issuance of debt	-	-	-	-	503,835	-	-	503,835
Repayment of debt principal	(19,275)	(15,865)	-	(35,140)	(52,365)	(1,870)	-	(89,375)
Capital contributions	-	-	-	-	43,237	-	-	43,237
Revolving credit agreement withdrawals	-	-	-	-	50,000	-	-	50,000
Revolving credit agreement repayments	-	-	-	-	(177,000)	-	-	(177,000)
Other capital financing activities	2,763	115	-	2,878	58,679	-	-	61,557
Net cash used in capital and related financing activities	(189,668)	(17,470)	-	(207,138)	(33,709)	(6,177)	-	(247,024)
Investing activities								
Proceeds from sale and maturity of investments	207,788	1,841	-	209,629	33,687	-	-	243,316
Purchase of investments	(175,490)	(599)	-	(176,089)	(16,069)	-	-	(192,158)
Distributions from The Energy Authority	3,060	-	-	3,060	-	-	-	3,060
Investment income	11,812	313	-	12,125	1,204	86	-	13,415
Net cash provided by investing activities	47,170	1,555	-	48,725	18,822	86	-	67,633
Net change in cash and cash equivalents	(8,462)	(5,325)	-	(13,787)	78,794	(3,179)	-	61,828
Cash and cash equivalents at beginning of year	256,800	25,631	-	282,431	90,702	5,479	-	378,612
Cash and cash equivalents at end of period	\$ 248,338	\$ 20,306	\$ -	\$ 268,644	\$ 169,496	\$ 2,300	\$ -	\$ 440,440
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 12,688	\$ 1,164	\$ -	\$ 13,852	\$ 25,913	\$ 1,797	\$ -	\$ 41,562
Adjustments:								
Depreciation and amortization	110,842	205	-	111,047	93,476	1,558	-	206,081
Recognition of deferred costs and revenues, net	13,364	7,869	-	21,233	157	3	-	21,393
Other nonoperating income, net	(1,825)	-	-	(1,825)	(185)	-	-	(2,010)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	60,273	-	-	60,273	2,046	(109)	-	62,210
Inventories	3,290	-	-	3,290	(21,357)	-	-	(18,067)
Other assets	(1,640)	90	-	(1,550)	6,470	(15)	-	4,905
Accounts and accrued expense payable	(26,783)	(16)	-	(26,799)	836	(320)	-	(26,283)
Current liabilities payable from restricted assets	-	1,324	-	1,324	-	-	-	1,324
Other noncurrent liabilities and deferred inflows	11,455	(46)	-	11,409	419	(2)	-	11,826
Net cash provided by operating activities	\$ 181,664	\$ 10,590	\$ -	\$ 192,254	\$ 107,775	\$ 2,912	\$ -	\$ 302,941
Non-cash activity								
Contribution of capital assets from developers	\$ 3,547	\$ -	\$ -	\$ 3,547	\$ 60,850	\$ -	\$ -	\$ 64,397
Unrealized investment fair market value changes, net	\$ 2,598	\$ 192	\$ -	\$ 2,790	\$ 1,933	\$ -	\$ -	\$ 4,723

JEA
Electric System
Schedules of Debt Service Coverage
(in thousands - unaudited)

	Quarter		Year-to-Date	
	2025	2024	2025	2024
Revenues				
Electric	\$ 349,373	\$ 310,043	\$ 673,263	\$ 624,379
Investment income ⁽¹⁾	3,951	6,839	9,057	11,214
Earnings from The Energy Authority	4,741	2,208	4,680	3,683
Other ⁽²⁾	7,751	6,314	13,194	11,088
Plus: amounts paid from the Rate Stabilization Fund into the Revenue Fund	4,384	1,528	6,591	2,434
Less: amounts paid from the Revenue Fund into the Rate Stabilization Fund	-	(1)	-	(1)
Total Revenues	370,200	326,931	706,785	652,797
Cost of Operation and Maintenance ⁽³⁾				
Fuel	90,015	81,822	156,982	148,972
Purchased power ⁽⁴⁾	134,188	78,659	251,136	169,532
Maintenance and other operating expenses	78,634	82,662	163,455	152,858
State utility and franchise taxes	16,744	15,888	33,093	31,254
Total Cost of Operation and Maintenance	319,581	259,031	604,666	502,616
Net revenues	\$ 50,619	\$ 67,900	\$ 102,119	\$ 150,181
Debt Service Requirement on Electric System Bonds (prior to reduction of investment income on sinking fund and Build America Bonds subsidy)	\$ 14,277	\$ 13,312	\$ 28,569	\$ 26,994
Less: investment income on sinking fund	(553)	(202)	(943)	(464)
Less: Build America Bonds subsidy	(384)	(383)	(768)	(767)
Debt Service Requirement on Electric System Bonds	\$ 13,340	\$ 12,727	\$ 26,858	\$ 25,763
Debt service coverage on Electric System Bonds ⁽⁵⁾	3.79 x	5.34 x	3.80 x	5.83 x
Debt Service Requirement on Electric System Bonds (from above)	13,340	12,727	26,858	25,763
Plus: Aggregate Subordinated Debt Service on Subordinated Electric System Bonds (prior to Build America Bonds subsidy)	9,308	8,434	18,623	16,924
Less: Build America Bonds subsidy	(389)	(424)	(778)	(849)
Debt Service Requirement on Electric System Bonds and Aggregate Subordinated Debt Service on Subordinated Electric System Bonds	22,259	20,737	44,703	41,838
Debt service coverage on Electric System Bonds and Subordinated Electric System Bonds ⁽⁶⁾	2.27 x	3.27 x	2.28 x	3.59 x
Fixed Charge Coverage ⁽⁷⁾	1.05 x	1.39 x	1.06 x	1.51 x

⁽¹⁾ Excludes investment income on sinking funds.

⁽²⁾ Excludes the Build America Bonds subsidy.

⁽³⁾ Excludes depreciation and recognition of deferred costs and revenues, net.

⁽⁴⁾ In accordance with the requirements of the Electric System Resolution, all the contract debt payments from the Electric System to SJRPP and Bulk Power Supply System with respect to the use by the Electric System of the capacity and output of the SJRPP and Bulk Power Supply System are reflected as a purchased power expense on these schedules. These schedules do not include revenue of SJRPP and Bulk Power Supply System, except that the purchased power expense is net of interest income on funds maintained under the SJRPP and Bulk Power Supply System resolutions.

⁽⁵⁾ Net Revenues divided by Debt Service Requirement on Electric System Bonds. Minimum annual coverage is 1.20x.

⁽⁶⁾ Net Revenues divided by Debt Service Requirement on Electric System Bonds and Aggregate Subordinated Debt Service on Subordinated Electric System Bonds. Minimum annual coverage is 1.15x.

⁽⁷⁾ Net Revenues plus JEA's share of SJRPP's and Bulk Power Supply System's debt service less city contribution, divided by the sum of the adjusted debt service requirement and JEA's share of SJRPP's and Bulk Power Supply System's debt service.

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**Bulk Power Supply System
Schedules of Debt Service Coverage
(in thousands - unaudited)**

	Quarter March		Year-to-Date March	
	2025	2024	2025	2024
Revenues				
Operating	\$ 3,748	\$ 2,521	\$ 8,576	\$ 5,395
Investment income	57	108	124	142
Total Revenues	3,805	2,629	8,700	5,537
Operation and Maintenance Expenses ⁽¹⁾				
Fuel	-	-	-	-
Maintenance and other operating expenses	1,184	773	3,001	1,908
Total Operation and Maintenance Expenses	1,184	773	3,001	1,908
Net revenues	\$ 2,621	\$ 1,856	\$ 5,699	\$ 3,629
Aggregate Debt Service (prior to reduction of Build America Bonds subsidy)	\$ 1,064	\$ 967	\$ 2,128	\$ 1,935
Less: Build America Bonds subsidy	(95)	(107)	(190)	(213)
Aggregate Debt Service	\$ 969	\$ 860	\$ 1,938	\$ 1,722
Debt service coverage ⁽²⁾	2.70 x	2.16 x	2.94 x	2.11 x

⁽¹⁾ Excludes depreciation.⁽²⁾ Net revenues divided by Aggregate Debt Service. Minimum annual coverage is 1.15x.
**St. Johns River Power Park System
Schedules of Debt Service Coverage - 2nd Resolution
(in thousands - unaudited)**

	Quarter March		Year-to-Date March	
	2025	2024	2025	2024
Revenues				
Operating	\$ 5,268	\$ 5,278	\$ 10,504	\$ 10,658
Investment income	209	202	450	301
Total Revenues	5,477	5,480	10,954	10,959
Operation and Maintenance Expenses	-	-	-	-
Net Revenues	\$ 5,477	\$ 5,480	\$ 10,954	\$ 10,959
Aggregate Debt Service (prior to reduction of Build America Bonds subsidy)	\$ 4,803	\$ 4,813	\$ 9,606	\$ 9,627
Less: Build America Bonds subsidy	(40)	(49)	(80)	(98)
Aggregate Debt Service	\$ 4,763	\$ 4,764	\$ 9,526	\$ 9,529
Debt service coverage ⁽¹⁾	1.15 x	1.15 x	1.15 x	1.15 x

⁽¹⁾ Net revenues divided by Aggregate Debt Service. Minimum annual coverage is 1.15x.

JEA
Water and Sewer System
Schedules of Debt Service Coverage
(in thousands - unaudited)

	Quarter		Year-to-Date	
	2025	2024	2025	2024
Revenues				
Water	\$ 51,173	\$ 50,467	\$ 106,665	\$ 104,316
Water Capacity Charges	4,373	6,818	9,804	12,040
Sewer	70,877	68,609	142,016	137,290
Sewer Capacity Charges	10,275	17,968	24,928	31,197
Investment income	1,309	540	2,779	1,123
Other ⁽¹⁾	5,280	6,413	11,028	12,003
Total Revenues	143,287	150,815	297,220	297,969
Operation and Maintenance Expenses				
Maintenance and other operating expenses ⁽²⁾	69,403	65,289	130,854	128,520
State utility and franchise taxes	2,699	2,758	5,527	5,543
Total Operation and Maintenance Expenses	72,102	68,047	136,381	134,063
Net Revenues	\$ 71,185	\$ 82,768	\$ 160,839	\$ 163,906
Aggregate Debt Service on Water and Sewer System Bonds (prior to reduction of Build America Bonds subsidy)	\$ 27,019	\$ 20,929	\$ 50,217	\$ 43,506
Less: Build America Bonds subsidy	(606)	(608)	(1,212)	(1,216)
Aggregate Debt Service on Water and Sewer System Bonds	\$ 26,413	\$ 20,321	\$ 49,005	\$ 42,290
Debt service coverage on Water and Sewer System Bonds ⁽³⁾	2.70 x	4.07 x	3.28 x	3.88 x
Aggregate Debt Service on Water and Sewer System Bonds (from above)	\$ 26,413	\$ 20,321	\$ 49,005	\$ 42,290
Plus: Aggregate Subordinated Debt Service on Subordinated Water and Sewer System Bonds	5,464	3,689	11,087	7,521
Aggregate Debt Service on Water and Sewer System Bonds and Aggregate Subordinated Debt Service on Subordinated Water and Sewer System Bonds	\$ 31,877	\$ 24,010	\$ 60,092	\$ 49,811
Debt service coverage on Water and Sewer System Bonds and Subordinated Water and Sewer System Bonds excluding Capacity Charges ⁽⁴⁾	1.77 x	2.41 x	2.10 x	2.42 x
Debt service coverage on Water and Sewer System Bonds and Subordinated Water and Sewer System Bonds including Capacity Charges ⁽⁴⁾	2.23 x	3.45 x	2.68 x	3.29 x
Fixed Charge Coverage ⁽⁵⁾	1.92 x	3.15 x	2.35 x	3.01 x

⁽¹⁾ Excludes the Build America Bonds subsidy.

⁽²⁾ Excludes depreciation and recognition of deferred costs and revenues, net.

⁽³⁾ Net revenues divided by Aggregate Debt Service on Water and Sewer System Bonds. Minimum annual coverage is 1.25x.

⁽⁴⁾ Net revenues divided by Aggregate Debt Service on Water and Sewer System Bonds and Aggregate Subordinated Debt Service on Subordinated Water and Sewer System Bonds. Minimum annual coverage is either 1.00x Aggregate Debt Service on Water and Sewer System Bonds and Aggregate Subordinated Debt Service on Subordinated Water and Sewer System Bonds (excluding Capacity Charges) or the sum of 1.00x Aggregate Debt Service on Water and Sewer System Bonds and 1.20x Aggregate Subordinated Debt Service on Subordinated Water and Sewer System Bonds (including Capacity Charges).

⁽⁵⁾ Net Revenues less city contribution, divided by the sum of the adjusted debt service requirement

JEA
District Energy System
Schedule of Debt Service Coverage
(in thousands - unaudited)

	Quarter		Year-to-Date	
	2025	2024	2025	2024
Revenues				
Service revenue	\$ 2,718	\$ 2,765	\$ 5,958	\$ 6,083
Investment income	141	42	281	86
Other	-	1	-	1
Total Revenues	2,859	2,808	6,239	6,170
Operation and Maintenance Expenses ⁽¹⁾				
Maintenance and other operating expenses	1,182	1,400	2,584	2,726
Total Operation and Maintenance Expenses	1,182	1,400	2,584	2,726
Net Revenues	\$ 1,677	\$ 1,408	\$ 3,655	\$ 3,444
Aggregate Debt Service ⁽²⁾	\$ 1,018	\$ 756	\$ 1,773	\$ 1,511
Debt service coverage ⁽³⁾	1.65 x	1.86 x	2.06 x	2.28 x

⁽¹⁾ Excludes depreciation.

⁽²⁾ On June 19, 2013, the closing date of the District Energy System Refunding Revenue Bonds, 2013 Series A, JEA covenanted to deposit into the 2013 Series A Bonds Subaccount from Available Water and Sewer System Revenues an amount equal to the Aggregate DES Debt Service Deficiency that exists with respect to the 2013 Series A Bonds, in the event that the amount on deposit in the Debt Service Account in the Debt Service Fund in accordance with the District Energy System Resolution is less than Accrued Aggregate Debt Service as of the last business day of the then current month.

⁽³⁾ Net Revenues divided by Aggregate Debt Service.

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Electric Enterprise Fund**Operating Statistics (unaudited)**

	Quarter March		Year-to-Date March	
	2025	2024	2025	2024
Electric revenue sales (000s omitted)				
Residential	\$ 188,466	\$ 164,854	\$ 356,058	\$ 320,385
Commercial	101,197	92,512	202,898	194,918
Industrial	55,998	49,243	107,423	101,975
Public street lighting	3,846	3,752	7,552	7,432
Electric revenue - territorial	349,507	310,361	673,931	624,710
Sales for resale - off system	520	506	812	1,276
Electric revenue	350,027	310,867	674,743	625,986
Regulatory	4,384	1,527	6,591	2,433
Allowance for doubtful accounts	(656)	(824)	(1,481)	(1,607)
Net electric revenue	\$ 353,755	\$ 311,570	\$ 679,853	\$ 626,812
MWh sales				
Residential	1,400,273	1,309,365	2,729,219	2,511,101
Commercial	887,614	864,842	1,871,085	1,815,292
Industrial	628,620	606,611	1,278,250	1,238,746
Public street lighting	14,256	14,049	28,368	27,697
Total MWh sales - territorial	2,930,763	2,794,867	5,906,922	5,592,836
Sales for resale - off system	12,451	20,376	24,058	45,594
Total MWh sales	2,943,214	2,815,243	5,930,980	5,638,430
Average number of accounts				
Residential	477,093	465,600	476,158	463,820
Commercial	57,124	56,442	57,052	56,316
Industrial	207	200	207	200
Public street lighting	4,094	4,043	4,089	4,042
Total average accounts	538,518	526,285	537,506	524,378
Residential averages				
Revenue per account - \$	395.03	354.07	747.77	690.75
kWh per account	2,935	2,812	5,732	5,414
Revenue per kWh - ¢	13.46	12.59	13.05	12.76
Degree days				
Heating degree days	749	615	1,119	1,020
Cooling degree days	94	123	547	382
Total degree days	843	738	1,666	1,402
Degree days - 30 year average	830		1,588	

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**Water and Sewer Enterprise Fund
Operating Statistics (unaudited)**

	Quarter								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenue (000s omitted)									
Residential	\$ 25,709	\$ 26,313	-2.30%	\$ 40,660	\$ 39,871	1.98%	\$ 4,390	\$ 3,808	15.28%
Commercial and industrial	12,078	12,482	-3.24%	30,268	28,883	4.80%	1,706	1,357	25.72%
Irrigation	7,241	6,555	10.47%	N/A	N/A	N/A	87	60	45.00%
Gross revenue	45,028	45,350	-0.71%	70,928	68,754	3.16%	6,183	5,225	18.33%
Allowance for doubtful accounts	(34)	(96)	-64.58%	(51)	(145)	-64.83%	(4)	(12)	-66.67%
Net revenue	\$ 44,994	\$ 45,254	-0.57%	\$ 70,877	\$ 68,609	3.31%	\$ 6,179	\$ 5,213	18.53%

Kgal sales									
Residential	4,563,137	4,424,465	3.13%	4,298,310	3,942,378	9.03%	726,622	585,735	24.05%
Commercial and industrial	3,491,391	3,418,085	2.14%	3,301,626	3,077,194	7.29%	355,869	278,789	27.65%
Irrigation	1,103,015	896,370	23.05%	N/A	N/A	N/A	152,972	52,752	189.98%
Total kgal sales	9,157,543	8,738,920	4.79%	7,599,936	7,019,572	8.27%	1,235,463	917,276	34.69%

Average number of accounts									
Residential	338,587	331,999	1.98%	305,244	298,512	2.26%	29,164	26,983	8.08%
Commercial and industrial	27,795	27,542	0.92%	19,708	19,541	0.85%	1,078	965	11.71%
Irrigation	38,823	38,627	0.51%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	405,205	398,168	1.77%	324,952	318,053	2.17%	30,285	27,991	8.20%

Residential averages									
Revenue per account - \$	75.93	79.26	-4.20%	133.20	133.57	-0.28%	150.53	141.13	6.66%
Kgals per account	13.48	13.33	1.13%	14.08	13.21	6.59%	24.92	21.71	14.79%
Revenue per kgals - \$	5.63	5.95	-5.38%	9.46	10.11	-6.43%	6.04	6.50	-7.08%

	Year-to-Date								
	Water			Sewer			Reuse		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Revenue (000s omitted)									
Residential	\$ 53,085	\$ 53,137	-0.10%	\$ 81,917	\$ 79,959	2.45%	\$ 9,514	\$ 8,204	15.97%
Commercial and industrial	24,890	24,955	-0.26%	60,298	57,621	4.65%	3,691	3,390	8.88%
Irrigation	15,509	14,759	5.08%	N/A	N/A	N/A	129	92	40.22%
Gross revenue	93,484	92,851	0.68%	142,215	137,580	3.37%	13,334	11,686	14.10%
Allowance for doubtful accounts	(134)	(196)	-31.63%	(199)	(290)	-31.38%	(19)	(25)	-24.00%
Net revenue	\$ 93,350	\$ 92,655	0.75%	\$ 142,016	\$ 137,290	3.44%	\$ 13,315	\$ 11,661	14.18%

Kgal sales									
Residential	9,372,936	9,139,771	2.55%	8,570,090	8,122,705	5.51%	1,617,185	1,329,900	21.60%
Commercial and industrial	7,135,669	6,933,140	2.92%	6,509,932	6,185,111	5.25%	774,979	713,702	8.59%
Irrigation	2,418,416	2,198,811	9.99%	N/A	N/A	N/A	216,228	138,374	56.26%
Total kgal sales	18,927,021	18,271,722	3.59%	15,080,022	14,307,816	5.40%	2,608,392	2,181,976	19.54%

Average number of accounts									
Residential	337,957	331,069	2.08%	304,611	297,548	2.37%	28,943	26,677	8.49%
Commercial and industrial	27,774	27,502	0.99%	19,695	19,523	0.88%	1,063	955	11.31%
Irrigation	38,823	38,619	0.53%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	404,554	397,190	1.85%	324,306	317,071	2.28%	30,049	27,675	8.58%

Residential averages									
Revenue per account - \$	157.08	160.50	-2.13%	268.92	268.73	0.07%	328.72	307.53	6.89%
Kgals per account	27.73	27.61	0.43%	28.13	27.30	3.04%	55.87	49.85	12.08%
Revenue per kgals - \$	5.66	5.81	-2.58%	9.56	9.84	-2.85%	5.88	6.17	-4.70%

	Quarter				Year-to-Date			
	2025	2024	Variance	30 Year Avg	2025	2024	Variance	30 Year Avg
Rain statistics								
Rainfall	13.55	12.15	1.40	9.43	17.92	25.56	(7.64)	18.24
Rain Days	20	28	(8)	23	45	50	(5)	46