RESOLUTION NO. UA 2009-13

A RESOLUTION SETTING FORTH THE GENERAL RULES AND REGULATIONS GOVERNING THE PROVISION OF UTILITY SERVICE BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII, SUPERSEDING AND RESCINDING THOSE GENERAL RULES AND REGULATIONS GOVERNING THE PROVISION OF UTILITY SERVICE SET FORTH IN RESOLUTION NO. 2009-01 OF FORT PIERCE UTILITIES AUTHORITY, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the exclusive jurisdiction, control, and management of the gas, electric, water, and wastewater (sanitary sewer) Utility Services, and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority;

NOW, THEREFORE, BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA:

CUSTOMER SERVICE POLICIES

Page

SECTION I - TABLE OF CONTENTS i

SECTION II - GENERAL RULES AND REGULATIONS FOR UTILITY SERVICE 1

A. INTRODUCTION 1

B. DEFINITIONS 1
1. Applicant 1
2. Billing Errors 1
3. Billing Month 1
4. Customer 1
5. Cycle 1
6. Delinquent Account Disconnection 1
7. Delinquent Notification (Reminder Notice) 1
8. Delinquent Notification (Cut Off Notice) 1
9. Dishonored Payment Instrument 2
10. Duly Authorized Agent 2
11. Existing Utility Service 2
12. General Service 2
13. Meter 2
14. Meter Reading 2
15. Meter Tampering 2
16. New Utility Service 2
17. Normal Working Hours 2
18. Point of Delivery 2
19. Public Records 2
20. Residential 3
21. Security Deposit 3
22. Service Address 3
23. Service Charge 3
24. Utility Service 3
25. Utility Service Diversion 3

Page

C. SERVICE AGREEMENTS 3
1. Application for Service 4
2. Information Needed for Service 4
3. Application by Agent 4
4. Minimum Age 4
5. Prior Indebtedness 4
6. Discontinuance of Utility Service 4
7. Life Sustaining Medical Equipment 5
8. Reimbursement for Extra Expenses 5
9. Termination of Utility Service 5
10. Customer Account Information 5
11. Transfer of Utility Service 5
12. Deceased Account Holder 5
13. Golden Years Plan 6

D. SERVICE SUPPLY AND USE 6
1. Service 6
2. Availability of Utility Service 6
3. Character of Electrical Service 6
4. Continuity of Utility Service 6
5. Temporary Service 6
6. Indemnity to FPUA 7
7. Access to Premises 7
8. Right-of-Way 7

E. LIMITATIONS OF SERVICE 7
1. Resale of Service Prohibited 7
2. Street Crossings 7
3. Unauthorized Use of Utility Service 8
4. Conversion to Master Metering Prohibited 8
5. Electric Generators 8
6. Notice of Interruption 8
7. Voluntary Disconnections 8

F. CUSTOMER'S INSTALLATIONS 9
1. Customer's Installation 9
2. Type and Maintenance 9
3. Change of Customer's Facilities 9
4. Inspection of Customer's Installation 9

Page

G. FPUA's INSTALLATIONS 10
1. Protection of FPUA Property 10
2. Damage to FPUA Property 10
3. Relocation of FPUA Facilities 10
4. Attachments to Facilities 10
5. Interference with FPUA Facilities 10

H METERS 11
1. Location of Meters 11
2. Setting and Removing Meters 11
3. Tampering with Meters 11
4. Meter Tests 11
5. Failure of Meters 11

I. BILLING 12
1. Regular Bills 12
2. Prorated Customer Charges 12
3. Non-receipt of Bills, Reminder and Cut-off Notices 12
4. Evidence of Consumption 12
5. Billing Adjustments 12
6. Application of Rate Schedules 13
7. Taxes and Surcharges 13

J. DELINQUENT ACCOUNT PROCEDURES 13
1. Payments 13
2. Collections 13
3. Mandatory Disconnection 13
4. Delinquent Account Disconnections 14

SECTION III - EFFECTIVE DATE 14

SECTION II. GENERAL RULES AND REGULATIONS FOR UTILITY SERVICE

A. INTRODUCTION: These General Rules and Regulations for Utility Service (Rules and Regulations) cover the terms and conditions under which Utility Service is supplied by Fort Pierce Utilities Authority (FPUA) to its Customers.

B. DEFINITIONS: The following definitions are given for the purpose of establishing standard interpretations of the terms used in these Rules and Regulations, and related resolutions.

1. **Applicant**: Any legal adult, legal business entity, or the United States of America, State of Florida, and all political subdivisions, agencies, boards, commissions, and instrumentalities thereof who do not have an outstanding debt within the same rate classification (Residential, General Service, etc.) with FPUA and who provide their proper identification, correct Service Address, date of service request, and payment of all required Security Deposits, Service Charges, or other appropriate fees.

2. **Billing Errors:** Errors occurring in a Customer's billed obligation resulting in either an over-billing or under-billing of the Customer's account records.

3. **Billing Month:** An interval between successive regular Meter Reading dates. The interval is normally thirty (30) days, more or less.

4. **Customer:** The person, organization, or corporation responsible for payment of all Utility Services used at a specific location.

5. **Cycle:** The group of accounts that are billed approximately the same time each month and which normally are located within the same geographic area.

6. **Delinquent Account Disconnection:** The disconnection of a Customer's Utility Service resulting from the nonpayment of Utility bills, Security Deposits, fees, Service Charges, or other special invoices.

7. **Delinquent Notification (Reminder Notice):** The written notification of an unpaid, past due amount of less than $50 on an account, specifying the date the past due amount must be paid.

8. **Delinquent Notification (Cut Off Notice):** The written notification of an unpaid, past due amount of $50 or greater on an account, specifying the date the past due amount must be paid to prevent interruption of Utility Service.

9. **Dishonored Payment Instrument:** A check, credit card, draft, or order of payment to FPUA, the payment of which was refused by the drawee because of the lack of funds, credit, or an account.

10. **Duly Authorized Agent:** Any person applying for Utility Service for another person who is authorized to act on behalf of the Applicant or Customer, and provides documentation to that effect, and who has proper identification or proof of his or her own signature.

11. **Existing Utility Service:** Any location currently served by FPUA wires, pipes, lines, Meters, or other facilities where any previous Customer had or has established an account.

12. **General Service:** Any installation serving a location not classified as Residential.

13. **Meter:** The measuring device owned and installed by FPUA on a service line for the purpose of accurately measuring Utility Service used by a Customer.

14. **Meter Reading:** The service of providing field personnel and supervision (FPUA employees or contracted) to read Meters for the Customers of FPUA.

15. **Meter Tampering:** A Meter is tampered with when any person willfully alters, injures, or knowingly causes to be damaged or connected in an unauthorized manner any FPUA utility Meter or Meter seal or other apparatus or device in such a manner as to cause loss, damage, or inaccurate Utility Service measurement. Meter Tampering charges will be levied according to the most current Meter Tampering resolution adopted by FPUA.

16. **New Utility Service:** Any location where there is no Existing Utility Service to a metered or connection point or where no previous Customer account record has ever been established.

17. **Normal Working Hours:** Lobby, Drive-up Window, and Switchboard – Monday through Friday, excluding Holidays. Customers may call 772-466-1600 for hours of operation.

18. **Point of Delivery:** The point where FPUA connects its Utility Service wires, pipes, lines, or other facilities to the Customer's service leads (service entrance conductors), pipes, lines, or other facilities.

19. **Public Records:** All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

20. **Residential:** Any installation serving a single-family house, a single-family suite in a multiple-family house, a single-family suite in a multiple apartment, or a group of multiple apartments used exclusively for domestic living purposes.

21. **Security Deposit:** The amount of money or suitable guarantee for payment placed with FPUA to help pay the final, unpaid bills incurred for Utility Service. Security Deposits will be levied according to the most current Security Deposit resolution adopted by FPUA.

22. **Service Address:** The address or physical location where FPUA's facilities connect to the Customer's facilities and Utility Service for the respective bill is recorded or metered. The Service Address includes the street, house number (and/or apartment number) or the name of the subdivision with lot and block numbers, and the applicable zip code as issued by the United States Postal Service or other government agency with jurisdiction over address assignments.

23. **Service Charge:** A charge reflecting the cost incurred to provide a service which is not received by each and every FPUA Customer on a regular basis. Service Charges relate to the time of day service is requested; the date of application and requested date of service; and/or investment of time, materials, and monies expended by FPUA to provide Utility Service. Service Charges will be levied according to the most current Service Charges resolution adopted by FPUA.

24. **Utility Service:** Electric, water, wastewater (sanitary sewer), gas, and other services sold and services rendered.

25. **Utility Service Diversion:** The tampering with a Meter or other recording device in some fashion in order to completely or partially bypass the Meter, or to tamper with or alter any associated facilities to distort or alter the accurate recording of Utility Service use.

C. SERVICE AGREEMENTS

1. **Application for Service:** It shall be unlawful for any Customer to use Utility Service of FPUA without first making application through FPUA's business office. The furnishing of all necessary information and the posting of a Security Deposit by the Applicant or Customer are usually all that is necessary to complete the Application for Service. Connection of Utility Service will generally be completed by the next business day following the date of application. This Application for Service shall constitute an agreement by the Customer with FPUA to abide by the Rules and Regulations.

2. **Information Needed for Service:** In order to provide Utility Service promptly, FPUA requires the Customer's name and Service Address or, if in rural territory, other information to assist in locating the Customer's Service Address. On new installations or existing installations requiring modifications, FPUA will

need to know the type of equipment to be installed or added. The Customer or Applicant will also be required to furnish:

a. A current rent receipt or lease agreement containing the Customer's name and address and the property owner's signature; OR some form of proof of ownership such as a closing statement, deed, etc.

b. One acceptable form of government issued identification with a photograph, such as a Driver License. Credit cards are not acceptable for identification purposes.

3. **Application by Agent:** A Duly Authorized Agent or representative of the Customer, with documentation to that effect, may apply for Utility Service on behalf of the Customer. Applications for Service requested by firms, partnerships, associations, corporations, etc. shall be made only by Duly Authorized Agents or representatives. When FPUA renders Utility Service based on such application, the use of said service by the Customer shall constitute full and complete ratification by the Customer of such application.

4. **Minimum Age:** A Customer must be a minimum of eighteen (18) years of age (unless married, widowed, or divorced) to establish a Utility Service account in his or her name.

5. **Prior Indebtedness:** FPUA may withhold or discontinue Utility Service rendered under an application made by any member or agent of a family, household, organization, or business, unless all Prior Indebtedness to FPUA for the same class of Utility Service at any one or more locations of such family, household, organization, or business has been settled in full. FPUA may also refuse Utility Service for Prior Indebtedness by a previous Customer if the current Applicant or Customer occupied the premises and/or received the benefits of the Utility Service at the time the Prior Indebtedness occurred, and/or the previous Customer continues to occupy the premises.

6. **Discontinuance of Utility Service:** Utility Service may be disconnected or discontinued for noncompliance with the Rules and Regulations after affording the Customer reasonable opportunity to comply with said Rules and Regulations. However, in situations where FPUA believes a dangerous or unsafe condition exists on the Customer's premises, Utility Service may be discontinued without notice. FPUA shall have the right to disconnect or discontinue Utility Service, without notice, for lack of adequate electric, water, or gas supply; violation of City of Fort Pierce Ordinances and/or FPUA Rules and Regulations; actions beyond FPUA's control; riots; injunctions; or acts of God.

7. **Life Sustaining Medical Equipment:** A Residential Customer who has electric powered or water dependent medical equipment at his or her Service Address which is necessary to sustain life or avoid serious medical complications requiring hospitalization of the Customer or another permanent resident at the Service Address, should contact FPUA in writing, advising of such equipment. A letter from a medical doctor verifying the need for such equipment must be included with the notification to FPUA.

8. **Reimbursement for Extra Expenses:** The Customer may be required to reimburse FPUA for all extra expenses incurred by FPUA caused by noncompliance with the Rules and Regulations by the Customer.

9. **Termination of Utility Service:** Requests to terminate or discontinue Utility Service should be made through FPUA's business office. If made by telephone, the caller must furnish the account number, the Service Address, the name in which the account is listed and verification of government issued identification that FPUA has on the account. All charges on a utility account are the legal responsibility of the Customer listed on the most current FPUA account record until proper notification to terminate is made as described above. However, if such notification has not been received prior thereto, the application of the succeeding Customer or Applicant for service will automatically terminate the prior account, once verified that the previous Customer no longer occupies the location. If the property owner wants a tenant to place Utility Services in the tenant's name, it is the responsibility of the property owner to have the tenant place services in their name prior to allowing access to the location. Notification by the landlord or tenant that Utility Service will be disconnected due to a dispute requires court documents of eviction or verification that the tenant has vacated the location.

10. **Customer Account Information:** Under the provisions of Florida Statutes, Chapter 119, Public Records of FPUA shall be open for inspection and examination by any person. FPUA may require reimbursement for the cost of duplication and/or the extensive use of clerical or information technology resources necessary to respond to a Public Records request.

11. **Transfer of Utility Service:** If moving or relocating within FPUA's service area, all outstanding bills must be settled before transfers can be accomplished. FPUA may withhold or discontinue Utility Service rendered under an application made by a member or agent of a family, household, organization, or business unless all Prior Indebtedness to FPUA for the same class of Utility Service at any one or more locations of such family, household, organization, or business has been settled in full.

12. **Deceased Account Holder:** When a Customer (account holder) becomes deceased, the account that was in the name of the decedent must be placed in the name of either the occupant or representative of the estate. All Rules of establishing service will apply.

13. **Golden Years Plan:** A service to aid Customers on fixed incomes so their utility bill payment due dates coincide with their income dates.

D. SERVICE SUPPLY AND USE

1. **Service:** Service includes all Utility Service required by the Customer and, in addition, the readiness and ability on the part of FPUA to furnish Utility Service to the Customer. Thus, the maintenance by FPUA of the parameters of the agreed-upon electrical voltage and frequency, or water or gas pressure, at the Point of Delivery shall constitute the rendering of Utility Service, irrespective of whether the Customer makes any use thereof.

2. **Availability of Utility Service:** FPUA will supply Utility Service to any prospective Customer throughout the territory it serves, subject to, but not limited to, the following conditions: should an extension of FPUA's facilities be required, FPUA will pay for the cost where justified in FPUA's opinion, by revenues to be secured; however, FPUA may require monthly or annual guarantees, cash contributions, or advance contributions-in-aid of construction where, in FPUA's opinion, the immediate or potential revenues do not justify the full cost of extension. Information will be supplied by FPUA concerning the availability and character of Utility Service for any desired location. FPUA will not be responsible for mistakes of any kind resulting from information given orally or in writing by the Customer to FPUA.

3. **Character of Electrical Service:** Alternating current is supplied at a frequency of sixty (60) Hertz. Standard nominal voltages are 120/240 or 240/480 volt single-phase connection; and 120/208 or 277/480 volt three-phase, four-wire "Wye" connection. FPUA will evaluate each application for service and furnish additional information upon request.

4. **Continuity of Utility Service:** FPUA will make every reasonable attempt to provide continuous Utility Service and shall not be liable for complete or partial failure or interruption of Utility Service, or for fluctuations in electrical voltage or water or gas pressure, resulting from causes beyond its control or through negligence of its employees, servants, or agents. FPUA shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, mechanical failure, interference by governmental agencies, acts of God, or other causes beyond its control, including improperly installed or maintained Customer-owned facilities including Meter enclosure grounding.

5. **Temporary Service:** Temporary Service refers to Utility Service required for short-term exhibitions, displays, bazaars, fairs, construction work, camps, houseboats, dredging jobs, and the like. It will be supplied only when FPUA has a readily available capacity of pipes, lines, wires, transformers, generation, and other equipment for the service requested. Before supplying Temporary Service, FPUA may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage. Temporary Service shall not be available for periods of time exceeding one (1) year.

6. **Indemnity to FPUA:** The Customer shall indemnify, hold harmless, and defend FPUA from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of Utility Service on the Customer's side of the Point of Delivery.

7. **Access to Premises:** Duly Authorized Agents or representatives of FPUA shall have the right of legal access to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing FPUA's property, reading Meters, and other purposes incident to the performance of Utility Service work. FPUA shall not be liable for trespass for such performance. Failure to provide adequate access which impedes FPUA's ability to read Meters or provide proper service could result in the disconnection or discontinuance of Utility Service.

8. **Right-of-Way:** The Customer or Applicant shall grant or cause to be granted to FPUA and without cost to FPUA all rights, easements, permits, and privileges which, in the opinion of FPUA, are necessary for the rendering of Utility Service to the Customer.

E. LIMITATIONS OF SERVICE

1. **Resale of Service Prohibited:** Utility Service received from FPUA shall be used by the Customer for his or her own use. Resale of service is strictly prohibited. Service shall not be "remetered" unless the Customer has entered into a Remetering Agreement with FPUA.

   For the purpose of this Rule:

   a. Utility Service is considered to be "remetered" when separate utility submeters are used to prorate or allocate among tenants, lessees, or other entities the monthly bill rendered by FPUA to the Customer for Utility Service. The total amount of prorated bills shall not exceed FPUA's bill to the Customer plus reasonable administrative expenses incurred by the Customer.

   b. Utility Service is "resold" when separate utility submeters are used to charge tenants, lessees, or other entities more than a proportionate share of the Customer's (property owner's) monthly bill received from FPUA. Resale of service may result in discontinuance of Utility Service and civil penalties, and may place the Customer under the jurisdiction of the Florida Public Service Commission.

2. **Street Crossings:** The Customer will not build or extend its utility facilities or lines across or under a street, alley, lane, court, avenue, or other type of road in order to furnish service to adjacent property through one Meter even though such adjacent property is owned by the Customer, unless written consent is obtained from FPUA. Consent may be given by FPUA when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business, and it is in the best interest of both the Customer and FPUA.

3. **Unauthorized Use of Utility Service:** In case of any unauthorized remetering, sale, resale, extension, or other disposition of Utility Service, the Customer's Utility Service is subject to disconnection until such unauthorized remetering, sale, resale, extension, or other disposition of Utility Service is discontinued, and full payment (based on proper classifications and related resolutions) is made for all expenses incurred by FPUA, including expenses for

clerical work, testing, inspections, and any fees or penalties authorized under city, county, state, or federal regulations or statutes.

4. **Conversion to Master Metering Prohibited:** When Customers are currently served by FPUA with individual Meters on individual accounts, they may not, without prior FPUA approval, terminate these individual accounts and receive service from FPUA collectively through a single Meter account (Master Meter) unless the resulting combined service account Master Meter is determined by FPUA to be in the best interest of the Customer and FPUA.

5. **Electric Generators:** Improper connection of a Customer's electric generator (or other source of electric service) with FPUA's facilities may energize FPUA's lines and endanger the lives of the personnel who may be working on them. Furthermore, such improper connection can seriously damage the Customer's wiring and generator.

   In order to guard against these dangers:

   a. FPUA will not connect its electric service to a Customer's wiring where electric generators are used, and

   b. Customers will not connect generators to their premise wiring such that power is or may be delivered (backfed) to FPUA facilities, or operate generators in parallel with FPUA electric system,

   UNLESS the Customer's wiring conforms to FPUA's specifications and proper means of disconnection are installed. These specifications are available upon request.

6. **Notice of Interruption:** Whenever it is necessary to disconnect or discontinue Utility Service for the purpose of making repairs, adjustments, improvements, or installations, FPUA will make every reasonable effort to do so at such time as will cause the least amount of interruption and/or inconvenience to the Customers involved. Unless such interruptions are unforeseen or are immediately necessary, or involve large numbers of Customers, FPUA will make reasonable and prudent attempts to notify the Customers involved.

7. **Voluntary Disconnections:** In the event that a customer elects to voluntarily disconnect Utility Services, the property owner will be billed the Inactive Account Customer Charge for all Utility Services at that location. In the event the property owner requests the removal of meters to avoid the Inactive Account Customer Charges, FPUA will remove the meters, however the property owner will be liable for all accumulated Inactive Account Customer Charges in addition to installation charges and related fees, including AMR meter charges, at the time a service is requested to be restored to the location. In the event the accumulated Inactive Account Customer Charges equal the current cost of Capital Improvement Charges the Inactive Account Charges will no longer accumulate and the property owner will be responsible for paying only Capital Improvement Charges in addition to installation charges and related fees, including AMR meter charges, when service is requested to be restored to the

location. The property may be subject to City of Fort Pierce inspection. In the event the serviced structure on the property has been demolished, FPUA will waive the Inactive Account Customer Charge until utility service is re-established, for a period of up to sixty (60) months, at which time the property owner will be responsible for paying Capital Improvement Charges when service is requested to be restored to the location. Property owner is responsible for applicable charges from time of property purchase.

F. CUSTOMER'S INSTALLATIONS

1. **Customer's Installation:** The Customer's installation consists of and includes all wires, pipes, lines, cutouts, switches, appliances, and apparatus of every kind and nature used in connection with or forming a part of an installation for Utility Service for any purpose (except Meters and associated equipment). This equipment is ordinarily located on the Customer's side of the Point of Delivery, and includes "Service Entrance Conductors" as defined in the National Electric Code, whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

2. **Type and Maintenance:** The Customer's electrical wires, apparatus, and equipment shall be selected and used with a view to obtaining the highest practicable electrical power factor, and shall be installed and maintained in accordance with standard practice and in full compliance with all applicable laws, codes, and governmental and FPUA Rules and Regulations. The Customer expressly agrees not to utilize any apparatus or device which is not properly constructed, controlled, and protected, or which may adversely affect Utility Service to others. FPUA reserves the right to discontinue or withhold Utility Service for such apparatus or devices. FPUA will not be liable for defects in the Customer's equipment or damage caused by such defects, nor will FPUA be liable for damages resulting from a broken or insufficient electrical ground connection on the Customer's side of the Point of Delivery for electric service.

3. **Change of Customer's Facilities:** The Customer will not make any major or material changes to its facilities or installations or increase its load, which will materially affect or have an adverse effect on the operation of any portion of FPUA's systems without written consent of FPUA. The Customer may be liable for additional Capital Improvement Charges or for any damages resulting from a violation of this Rule.

4. **Inspection of Customer's Installation:** All utility installations or changes requiring inspections, by law, shall be inspected upon completion by the competent authority to insure that piping, wiring, grounding, fixtures, and devices have been installed in accordance with the national codes and all such local rules and codes as may be in effect. Where governmental inspection is required by local rules or ordinances, FPUA cannot render service until such inspection has been made and formal notice of approval has been received by FPUA from the inspecting authority. Code enforcement is provided by the applicable code enforcement authority. FPUA reserves the right to inspect the

Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

G. FPUA's INSTALLATIONS

1. **Protection of FPUA Property:** The Customer shall properly protect FPUA's property on the Customer's premises, and shall permit no one but FPUA employees, agents, or persons authorized by law to have access to FPUA's wiring, Meters, facilities, apparatus, and/or devices.

2. **Damage to FPUA Property:** In the event of any loss or damage to property of FPUA caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer. Utility Service may be withheld until such repairs have been made and/or the cost of damage paid.

3. **Relocation of FPUA Facilities:** When there is a change in the Customer's operation or construction which, in the judgment of FPUA, makes the relocation of FPUA facilities necessary, or if such relocation is requested by the Customer, FPUA will move the facilities at the Customer's expense to a location which is acceptable to FPUA.

4. **Attachments to Facilities:** The use of FPUA poles, pipes, lines, wires, towers, structures, or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners, or other things not necessary to the supplying by FPUA of Utility Service to the community is prohibited. This prohibition is to include the location of same in such proximity to FPUA's property or facilities as to cause, or be likely to cause, interference with the supply of Utility Service, or a dangerous condition in connection therewith. FPUA shall have the right to immediately remove same without notice. The violator of this Rule is liable for any damage resulting there from.

5. **Interference with FPUA Facilities:** The Customer shall not allow trees, vines, and shrubs, etc. on his property to interfere with overhead electrical service cables, pad-mounted transformers, or utility meters. Overhead electrical service cables are the wires connecting the Customer-owned building or structure to FPUA's electrical distribution system. Upon request, FPUA will de-energize or remove the overhead electrical service cable to allow the Customer to safely trim, cut, or remove the interfering vegetation and/or obstructions.

   Except for overhead electrical service cables, the Customer should not attempt to cut, trim, or remove vegetation around other electrical wires or transformers associated with FPUA's primary or secondary electrical distribution system. The Customer should contact FPUA to perform such work.

H. METERS

1. **Location of Meters:** FPUA shall always be consulted and will endeavor to select a Meter location suitable to both the Customer and FPUA, but FPUA shall reserve the right to determine and designate the ultimate location of its Meter(s). FPUA will also install and properly maintain, at its own expense, such standard Meter or Meters and metering equipment as may be necessary to measure the Utility Service used by the Customer. It is the Customer's responsibility to keep the Meter location clear of grass, shrubs, and other obstructions at all times in order that the Meter may be read and the metering equipment may be maintained and/or replaced.

2. **Setting and Removing Meters:** No one but Duly Authorized Agents or representatives of FPUA, or persons authorized by law, shall set, remove, connect, disconnect, or make any changes which will affect the accuracy of FPUA's Meters. Connections to FPUA's utility system are to be made only by its employees or authorized agents.

3. **Tampering with Meters:** FPUA retains title and ownership of all Meters and metering equipment. Unauthorized connections to, or tampering with, FPUA's Meters or Meter seals, or indications or evidence thereof, subjects the Customer to immediate discontinuance or disconnection of Utility Service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to FPUA for all extra expenses incurred.

4. **Meter Tests:** FPUA employs every practicable means to maintain the accuracy of its Meters. Meter tests, and billing adjustments for inaccurate Meters, are in accordance with the methods and procedures normally accepted within the utility industry.

   a. Upon request of a Customer, FPUA shall, without charge, test the accuracy of the Meter in use at his or her premises, provided that the Meter has not been tested by FPUA within twelve (12) months previous to such request. Should any Customer request a Meter test more frequently, FPUA shall require a fee to defray the cost of testing.

   b. If the Customer so desires, he or she or Duly Authorized Agent (or representative) may witness the test. A written report giving the results of the test shall be furnished to the Customer, upon request.

   c. If the Customer is unsatisfied with FPUA testing of the Meter, the Customer may use a third-party testing company, at the Customer's expense. The Customer must make an appointment with an FPUA representative to assist with the removal of the meter for the test. An FPUA representative must be present during testing and the test must use industry standard protocols. FPUA will render the final decision regarding accuracy of its Meter.

5. **Failure of Meters:** When a Meter fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon historical records or other available data. (Also see Section II.G.2.)

I. BILLING

1. **Regular Bills:** Regular bills for Utility Service will be mailed or rendered monthly.

2. **Prorated Customer Charges:** The billings for customer charges (minimum bills) are pro-ratable for the following services: gas, electric, water, wastewater, and solid waste. Customer charges for the aforementioned services and any future services are to be pro-rated based upon the number of days the account is in service.

3. **Non-receipt of Bills, Reminder, and Cut-Off Notices:** Non-receipt of bills, Reminder Notices, or Cut-Off Notices by the Customer shall not release or diminish the obligation of the Customer with respect to the payment thereof. Utility bills are mailed monthly and the Customer should contact FPUA if a bill, Reminder Notice, or Cut-Off Notice is delayed or not received.

4. **Evidence of Consumption:** When Utility Service usage is measured by a Meter, FPUA's account records thereof shall be accepted and received at all times, places, and courts as prima facie evidence of the quantity of gas, electric, water, and/or wastewater service provided to the Customer unless it is established with calibrated test equipment that the Meter is not accurate within acceptable utility industry standards.

5. **Billing Adjustments:**

   a. In the event of an under-billing error, FPUA may bill the Customer for the entire period of the under-billing but not to exceed twelve (12) months prior to the date the error was discovered, provided that FPUA allows the Customer to pay for the unbilled consumption over the same time period as the time period during which the under-billing occurred [up to twelve (12) months]. If the amount of under-billing can be accurately computed, the Customer shall pay for the total amount of unbilled consumption at the applicable rate (excluding customer charge), including taxes. If the actual unbilled consumption is not available, consumption will be estimated.

   b. In the event of an overbilling error, FPUA shall refund the overcharge to the Customer on the next bill or apply the overcharge for the entire period of the overcharge but not to exceed forty-eight (48) months prior to the date the error was discovered. If commencement of the overcharge cannot be established, then a reasonable estimate of the overcharge shall be made and refunded to the Customer or applied to the next bill.

   c. No allowance of adjustment to any Utility Service bill will be made for electrical short circuits or water, wastewater, or gas leaks occurring on the Customer's side of the Point of Delivery, unless such short circuits or leaks were caused by FPUA employees or FPUA representatives.

6. **Application of Rate Schedules:** Utility Service will normally be measured at a single connection point or by a metering installation for each Point of Delivery. FPUA will establish one Point of Delivery for each Customer and calculate the bill accordingly. Two (2) or more Points of Delivery shall be considered as separate services and bills will be separately calculated for each Point of Delivery.

   The choice of an appropriate rate schedule, when the Customer is eligible for more than one, is the responsibility of the Customer.

7. **Taxes and Surcharges:** FPUA's base rates are affected by federal, state, county, municipal, and other governmental taxes, license fees, and other impositions. Rates may be increased or a surcharge added if and when the cost per kilowatt hour, or per Customer, or per unit of demand, or other applicable unit of charge, is increased because of an increase or implementation in any or all such governmental taxes, license fees, or other impositions. A franchise charge may be added to the bills as determined by the franchise agreements between FPUA and governmental authorities.

J. DELINQUENT ACCOUNT PROCEDURES

1. **Payments:** Payments are due upon receipt and are "past due" twenty (20) calendar days after the billing date of the regular bill. A separate and distinct Delinquent Notification (Reminder or Cut-Off Notice) is mailed to the Customer approximately twenty (20) days following the billing date of the regular bill. On the 21st day following the billing date of the regular bill, FPUA shall assess a penalty charge of 1.5% on any outstanding balance of $50 or greater. If the payment has not been received and posted to FPUA's billing records by the date indicated on the Delinquent Notification (Reminder or Cut-Off Notice), a late payment of $15 is applied on the 31st day after the billing date. In addition, Utility Service is subject to immediate disconnection.

2. **Collections:** Payments must be accompanied by a bill stub, account number, or name and address in order to ensure proper handling and posting. FPUA will not assume responsibility for the loss of cash received in the mail or unattended depository facilities. Only legal tender, such as cash, credit cards, money orders, cashier checks, and personal checks made payable to "Fort Pierce Utilities Authority" or "FPUA" will be accepted. Third party checks will not be accepted unless the Customer provides "due cause" and receives authorization from a FPUA representative.

3. **Mandatory Disconnection:** FPUA will render billings for Utility Services to the Customers thereof on a monthly basis. Upon failure of any Customer to pay for Utility Services rendered within sixty (60) days of when the service is first used, FPUA shall disconnect the connection of such Customer and shall not furnish the Customer or permit the Customer to receive further service until all amounts owed by the Customer to FPUA on account for such services shall have been paid in full. FPUA will diligently enforce and collect the rates, fees, and other charges for the Utility Services and will take all steps, actions, and proceedings

for the enforcement and collection of such rates, charges, and fees as shall become delinquent to the accurate records with respect thereof.

4. **Delinquent Account Disconnections:** Disconnections due to delinquent accounts may be made Monday through Friday, excluding holidays.

   a. Delinquent Account Disconnections may be postponed if the Customer is faced with unusual or special circumstances. The Customer must contact FPUA to make special payment arrangements prior to any disconnect for non-payment. The Customer shall agree, in writing, to a payment agreement (schedule) and, if applicable, to immediately seek assistance from an appropriate social service agency. This Rule may be applied only one time in a six (6) month period for each account.

   b. If a payment instrument is not honored by the financial institution upon which it is drawn and is returned to FPUA, the amount of the payment instrument will be charged back to the utility account upon which it was originally paid. A Service Charge shall be assessed to the Customer's account for each Dishonored Payment Instrument and a notice will be delivered to the Service Address. If payment is not received before the next business day, service(s) will be subject to disconnection.

   c. In order to restore Utility Service once disconnected for delinquency, all past due amounts owed must be paid in full.

   d. If an account is disconnected for delinquency and no attempt is made by the Customer to correct the account status within seven (7) calendar days from disconnection, the account may be formally closed and the applicable Security Deposit(s) applied to the account.

   e. A terminated delinquent account may be referred to a collection agency after reasonable efforts have been made by FPUA to collect the amounts owed. Any fees charged to FPUA by the collection agency will be added to the Customer's account balance.

SECTION III. EFFECTIVE DATE: This resolution shall be in full force and effective immediately upon adoption.

This Resolution is adopted this 18th day of August 2009.

ATTEST:

Secretary

Chairman

Approved as to form and correctness:

Attorney for Fort Pierce Utilities Authority